

AMENDMENT NO. 2

This Amendment modifies Contract No. 2138-18642 for Pavement Preservation and Rehabilitation Program – South 2021 by and between the County of Cook, Illinois, herein referred to as “County” and K-Five Construction Corporation, authorized to do business in the State of Illinois hereinafter referred to as “Contractor”:

RECITALS

Whereas, the County and Contractor have entered into a Contract approved by the County Board on October 7, 2021 (hereinafter referred to as the “Contract”), wherein the Contractor is to provide Pavement Preservation and Rehabilitation Program – South 2021 (hereinafter referred to as the “Services”) from October 7, 2021 through December 24, 2024, in an amount not to exceed \$3,885,158.74, and

Whereas, Amendment No. 1 was authorized by the County Board on January 26, 2023, to increase contract in the amount of \$342,360.76 and the Total Contract Amount was revised to \$4,227,519.50; and

Whereas, the Contract will expire December 24, 2024, and the agreed upon Services are no longer required; and

Whereas, a decrease of the Contract amount is required for final Services; and pursuant to Article 109 of the Standard Specifications for Road and Bridge Construction of the Contract, the County and Contractor desire to decrease the Contract in the amount of \$103,517.03.

Now therefore, in consideration of mutual covenants contained herein, it is agreed by and between the parties to amend the Contract as follows:

1. The Contract is decreased by \$103,517.03 and the new revised amount is \$4,124,002.48.
2. The Contract is hereby amended to incorporate Contract Change Order #2 & Final under Attachment A and made part of the Contract.
3. The Contract is hereby amended to incorporate Attachment B and made part of the Contract. The attached updated Identification of Sub-Contractors/Suppliers/Sub-Consultants Form, MBE/WBE Utilization Plan forms, certificate of insurance and Economic Disclosures Statement under Attachment B are incorporated and made a part of this Contract.
4. All other terms and conditions remain as stated in the Contract.

In witness whereof and pursuant to authority of the Chief Procurement Officer, the County and Contractor have caused this Amendment No. 2 to be executed on the date and year last written below.

Signature page follows

County of Cook, Illinois

K-Five Construction Corporation

By: Raffi Sarrafian
Chief Procurement Officer

Digitally signed by Raffi Sarrafian
Date: 2025.02.26 09:21:04 -06'00'


Signed

Date: _____

Robert G. Krug
Type or print name

By: _____
State's Attorney (if applicable)

President
Title

Type or print name (if applicable)

Date: _____

Date: 11/1/2024

ATTACHMENT A



CONTRACT CHANGE ORDER

**COOK COUNTY DEPARTMENT OF
TRANSPORTATION AND HIGHWAYS
BUREAU OF CONSTRUCTION**

Project: Pavement Preservation and Rehabilitation Program
South - 2021
Section: 20-PPRPS-00-PV
Contract: 2138-18642
GC: K-Five Construction Corporation

Date: 6/17/2024
Chief Engr:
RE: Aldis Kirstein, P.E.
SE:
OSE:

Number: 3 & Final

Contract Amount: \$3,885,158.74

ITEM	DESCRIPTION	UNIT	UNIT PRICE	CONTRACT QUANTITIES	ADJUSTMENTS	AMOUNT OF THIS CHANGE	CHANGES TO DATE
1	POROUS GRANULAR EMBANKMENT [MBE-P]	CU.YD.	\$65.00	231.00		\$0.00	(\$15,015.00)
2	TOPSOIL FURNISH AND PLACE, 4" [MBE]	SQ.YD.	\$60.00	77.00	(1,173.00)	(\$70,380.00)	\$16,680.00
3	GRADING AND SHAPING DITCHES [MBE-P]	FOOT	\$75.20	48.00		\$0.00	\$38,201.60
4	NITROGEN FERTILIZER NUTRIENT [MBE]	POUND	\$5.00	1.00		\$0.00	\$90.00
5	PHOSPHORUS FERTILIZER NUTRIENT [MBE]	POUND	\$5.00	1.00		\$0.00	\$90.00
6	POTASSIUM FERTILIZER NUTRIENT [MBE]	POUND	\$5.00	1.00		\$0.00	\$90.00
7	SODDING, SALT TOLERANT [MBE]	SQ.YD.	\$70.00	77.00		\$0.00	\$22,120.00
8	SUPPLEMENTAL WATERING [MBE]	UNIT	\$250.00	3.90		\$0.00	(\$975.00)
9	PERIMETER EROSION BARRIER [MBE]	FOOT	\$5.00	101.00		\$0.00	(\$290.00)
10	INLET FILTERS [MBE]	EACH	\$135.00	101.00		\$0.00	(\$270.00)
11	STONE RIPRAP, CLASS A4 [MBE]	SQ.YD.	\$85.00	19.00		\$0.00	\$2,465.00
12	FILTER FABRIC [MBE]	SQ.YD.	\$5.00	19.00		\$0.00	\$145.00
13	AGGREGATE BASE COURSE, TYPE B 4"	SQ.YD.	\$20.00	60.00		\$0.00	\$4,020.00
14	BITUMINOUS MATERIALS (TACK COAT) [MBE-P]	POUND	\$0.01	58,291.00		\$0.00	\$28.73
15	MIXTURE FOR CRACKS, JOINTS, AND FLANGWAYS [MBE-P]	TON	\$150.00	110.00		\$0.00	(\$2,010.00)
16	HOT-MIX ASPHALT BINDER COURSE (HAND METHOD), N50 [MBE-P]	TON	\$120.00	53.00		\$0.00	(\$6,360.00)
17	HOT-MIX ASPHALT BINDER COURSE (HAND METHOD), N70 [MBE-P]	TON	\$120.00	192.00		\$0.00	(\$19,404.00)
18	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT [MBE-P]	SQ.YD.	\$5.00	802.00		\$0.00	(\$1,675.00)
19	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50 [MBE-P]	TON	\$70.00	2,095.00		\$0.00	(\$3,493.00)
20	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N70 [MBE-P]	TON	\$75.00	8,553.00		\$0.00	(\$45,840.00)
21	POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, IL-4.75, N50 [MBE-P]	TON	\$76.00	2,299.00		\$0.00	(\$174,724.00)
22	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50 [MBE-P]	TON	\$80.00	1,592.00		\$0.00	(\$5,816.00)
23	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N70 [MBE-P]	TON	\$82.00	6,092.00		\$0.00	\$241,006.20
24	WELDED WIRE REINFORCEMENT [MBE]	SQ.YD.	\$15.00	455.00		\$0.00	\$6,360.00
25	PROTECTIVE COAT [MBE]	SQ.YD.	\$2.50	15.00		\$0.00	(\$37.50)
26	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH [MBE]	SQ.YD.	\$72.00	60.00		\$0.00	(\$1,944.00)
27	PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH [MBE]	SQ.FT.	\$10.00	482.00		\$0.00	(\$4,330.00)
28	HOT-MIX ASPHALT SURFACE REMOVAL, 1 1/2" [MBE-P]	SQ.YD.	\$2.00	3,964.00		\$0.00	(\$2.00)
29	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ.YD.	\$4.50	17.00		\$0.00	(\$76.50)

CONTRACT CHANGE ORDER



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BUREAU OF CONSTRUCTION**

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South - 2021
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Date: 6/17/2024
Chief Engr:
RE: Aldis Kirstein, P.E.
SE:
OSE:

Number: 3 & Final

Contract Amount: \$3,885,158.74

ITEM	DESCRIPTION	UNIT	UNIT PRICE	CONTRACT QUANTITIES	ADJUSTMENTS	AMOUNT OF THIS CHANGE	CHANGES TO DATE
30	HOT-MIX ASPHALT SURFACE REMOVAL, 4" [MBE-P]	SQ.YD.	\$4.50	83,018.00		\$0.00	\$5,607.00
31	DRIVEWAY PAVEMENT REMOVAL	SQ.YD.	\$50.00	60.00		\$0.00	\$9,700.00
32	COMBINATION CURB AND GUTTER REMOVAL [MBE]	FOOT	\$10.00	52.00		\$0.00	\$33,100.00
33	SIDEWALK REMOVAL [MBE]	SQ.FT.	\$2.50	482.00		\$0.00	\$497.50
34	MEDIAN REMOVAL PARTIAL DEPTH [MBE-P]	SQ.FT.	\$0.75	6,283.00		\$0.00	(\$171.00)
35	CLASS B PATCHES, TYPE II, 9 INCH [MBE]	SQ.YD.	\$138.00	801.00		\$0.00	(\$81,696.00)
36	CLASS B PATCHES, TYPE III, 9 INCH [MBE]	SQ.YD.	\$138.00	31.00		\$0.00	\$7,314.00
37	CLASS B PATCHES, TYPE IV, 9 INCH [MBE]	SQ.YD.	\$128.00	425.00		\$0.00	\$59,264.00
38	DOWEL BARS 1 1/4" [MBE]	EACH	\$12.50	1,862.00		\$0.00	(\$14,712.50)
39	CLASS D PATCHES, TYPE II, 5 INCH [MBE-P]	SQ.YD.	\$50.00	13.00		\$0.00	\$800.00
40	CLASS D PATCHES, TYPE III, 5 INCH [MBE-P]	SQ.YD.	\$45.00	67.00		\$0.00	(\$2,115.00)
41	CLASS D PATCHES, TYPE IV, 5 INCH [MBE-P]	SQ.YD.	\$40.00	103.00		\$0.00	(\$1,560.00)
42	CLASS D PATCHES, TYPE II, 8 INCH [MBE-P]	SQ.YD.	\$70.00	14.00		\$0.00	\$350.00
43	CLASS D PATCHES, TYPE III, 8 INCH [MBE-P]	SQ.YD.	\$65.00	176.00		\$0.00	(\$9,100.00)
44	CLASS D PATCHES, TYPE IV, 8 INCH [MBE-P]	SQ.YD.	\$60.00	969.00		\$0.00	(\$51,120.00)
45	SAW CUTS [MBE]	FOOT	\$2.50	5,201.00		\$0.00	(\$5,602.50)
46	TIE BARS 3/4" [MBE]	EACH	\$10.00	360.00		\$0.00	(\$790.00)
47	HOT-MIX ASPHALT SHOULDERS, 8" [MBE-P]	SQ.YD.	\$37.00	66.00		\$0.00	\$2,997.00
48	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 12" [MBE]	EACH	\$1,100.00	6.00		\$0.00	\$1,100.00
49	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 15" [MBE]	EACH	\$1,175.00	9.00		\$0.00	\$0.00
50	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 18" [MBE]	EACH	\$1,360.00	2.00		\$0.00	(\$2,720.00)
51	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 24" [MBE]	EACH	\$2,075.00	1.00		\$0.00	\$0.00
52	MANHOLES TO BE ADJUSTED [MBE]	EACH	\$575.00	1.00		\$0.00	\$0.00
53	VALVE BOXES TO BE ADJUSTED [MBE]	EACH	\$575.00	2.00		\$0.00	\$0.00
54	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12 [MBE]	FOOT	\$50.00	30.00		\$0.00	\$69,200.00
55	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24 [MBE]	FOOT	\$60.00	22.00		\$0.00	\$115,440.00



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GC: K-Five Construction Corporation

Date: 6/17/2024
Chief Engr: RE: Aldis Kirstein, P.E.
SE:
OSE:

Number: 3 & Final

Contract Amount: \$3,885,158.74

ITEM	DESCRIPTION	UNIT	UNIT PRICE	CONTRACT QUANTITIES	ADJUSTMENTS	AMOUNT OF THIS CHANGE	CHANGES TO DATE
56	STEEL PLATE BEAM GUARDRAIL, TYPE A, 6 FOOT POSTS	FOOT	\$60.00	62.50		\$0.00	(\$1,710.00)
57	TRAFFIC BARRIER TERMINAL, TYPE 1 (SPECIAL) TANGENT	EACH	\$3,500.00	6.00		\$0.00	(\$14,000.00)
58	GUARDRAIL REMOVAL	FOOT	\$5.00	464.50		\$0.00	\$22.50
59	NON-SPECIAL WASTE DISPOSAL [MBE]	CU.YD.	\$100.00	231.00		\$0.00	(\$23,100.00)
60	SOIL DISPOSAL ANALYSIS	EACH	\$1,700.00	9.00		\$0.00	(\$10,200.00)
61	REGULATED SUBSTANCES PRE-CONSTRUCTION PLAN	L.SUM	\$3,300.00	1.00		\$0.00	\$0.00
62	REGULATED SUBSTANCES FINAL CONSTRUCTION REPORT	L.SUM	\$900.00	1.00		\$0.00	\$0.00
63	ENGINEERED BARRIER [MBE]	SQ.YD.	\$20.00	86.00		\$0.00	(\$1,720.00)
64	REGULATED SUBSTANCES MONITORING	CAL.DAY	\$680.00	9.00		\$0.00	(\$5,440.00)
65	MOBILIZATION	L.SUM	\$201,055.00	1.00		\$0.00	\$0.00
66	CHANGEABLE MESSAGE SIGN [WBE]	CAL.DAY	\$27.48	780.00		\$0.00	(\$3,187.68)
67	SIGN PANEL - TYPE 1 [WBE]	SQ.FT.	\$54.96	12.00		\$0.00	\$0.00
68	TELESCOPING STEEL SIGN SUPPORT [WBE]	FOOT	\$19.79	44.00		\$0.00	\$395.80
69	MODIFIED URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS [MBE]	SQ.FT.	\$5.00	898.00	(0.40)	(\$2.00)	(\$45.00)
70	MODIFIED URETHANE PAVEMENT MARKING - LINE 4" [MBE]	FOOT	\$0.65	72,287.00		\$0.00	\$23.40
71	MODIFIED URETHANE PAVEMENT MARKING - LINE 6" [MBE]	FOOT	\$1.00	4,078.00		\$0.00	(\$468.00)
72	MODIFIED URETHANE PAVEMENT MARKING - LINE 12" [MBE]	FOOT	\$3.00	2,248.00		\$0.00	\$483.00
73	MODIFIED URETHANE PAVEMENT MARKING - LINE 24" [MBE]	FOOT	\$5.00	455.00		\$0.00	\$890.00
74	RAISED REFLECTIVE PAVEMENT MARKER REMOVAL [MBE-P]	EACH	\$12.78	1,045.00		\$0.00	(\$2,568.78)
75	REMOVE ELECTRIC CABLE FROM CONDUIT	FOOT	\$0.70	2,250.00		\$0.00	(\$1,575.00)
76	REMOVE EXISTING FLARED END SECTION [MBE]	EACH	\$100.00	16.00		\$0.00	(\$200.00)
77	PIPE CULVERTS TO BE CLEANED 12" [WBE]	FOOT	\$5.00	665.00		\$0.00	(\$1,235.00)
78	PIPE CULVERTS TO BE CLEANED 15" [WBE]	FOOT	\$5.00	2,463.00		\$0.00	(\$6,215.00)
79	PIPE CULVERTS TO BE CLEANED 18" [WBE]	FOOT	\$5.50	915.00		\$0.00	(\$2,178.00)
80	PIPE CULVERTS TO BE CLEANED 21" [WBE]	FOOT	\$7.00	105.00		\$0.00	(\$175.00)
81	PIPE CULVERTS TO BE CLEANED 24" [WBE]	FOOT	\$7.00	465.00		\$0.00	(\$1,701.00)

CONTRACT CHANGE ORDER



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Date: 6/17/2024
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Contract Amount: \$3,885,158.74

ITEM	DESCRIPTION	UNIT	UNIT PRICE	CONTRACT QUANTITIES	ADJUSTMENTS	AMOUNT OF THIS CHANGE	CHANGES TO DATE
82	PIPE CULVERTS TO BE CLEANED 36" [WBE]	FOOT	\$10.00	167.00		\$0.00	(\$1,670.00)
83	PIPE CULVERTS TO BE CLEANED 48" [WBE]	FOOT	\$15.00	105.00		\$0.00	(\$825.00)
84	STORM SEWERS TO BE CLEANED 6" [WBE]	FOOT	\$50.00	2.00		\$0.00	(\$100.00)
85	STORM SEWERS TO BE CLEANED 8" [WBE]	FOOT	\$10.00	16.00		\$0.00	(\$160.00)
86	STORM SEWERS TO BE CLEANED 10" [WBE]	FOOT	\$10.00	17.00		\$0.00	(\$170.00)
87	STORM SEWERS TO BE CLEANED 12" [WBE]	FOOT	\$4.00	2,874.00		\$0.00	(\$9,464.00)
88	STORM SEWERS TO BE CLEANED 15" [WBE]	FOOT	\$5.00	658.00		\$0.00	(\$3,290.00)
89	RECESSED REFLECTIVE PAVEMENT MARKER (HMA)V [MBE]	EACH	\$25.00	1,045.00		\$0.00	\$1,750.00
90	BOX CULVERTS TO BE CLEANEDV [WBE]	FOOT	\$138.00	145.00		\$0.00	(\$3,450.00)
91	DRAINAGE STRUCTURES TO BE CLEANED [WBE]	EACH	\$325.00	133.00		\$0.00	(\$6,175.00)
92	LONGITUDINAL JOINT SEALANT	FOOT	\$2.35	27,289.00		\$0.00	\$4,758.75
93	RAILROAD PROTECTIVE LIABILITY INSURANCE	L.SUM	\$3,800.00	1.00		\$0.00	\$0.00
94	CONTRACT EXTRA WORK	UNIT	\$1.00	150,000.00	(150,000.00)	(\$150,000.00)	(\$150,000.00)
95	CONSTRUCTION LAYOUT STAKES AND SURVEY CONTROL POINTS	L.SUM	\$5,300.00	1.00		\$0.00	\$0.00
96	ENGINEER'S FIELD OFFICE, TYPE A	CAL.MO.	\$1,500.00	26.00		\$0.00	(\$14,250.00)
97	SURVEY MONUMENTS	EACH	\$4,500.00	3.00		\$0.00	(\$13,500.00)
98	RAILROAD FLAGGERS	L.SUM	\$3,000.00	1.00		\$0.00	\$0.00
99	FRAMES AND LIDS TO BE ADJUSTED (SPECIAL) [MBE]	EACH	\$825.00	62.00		\$0.00	(\$4,125.00)
100	TRAFFIC PROTECTION [WBE]	L.SUM	\$493,475.00	1.00		\$0.00	\$0.00
101	FULL-ACTUATED CONTROLLER AND TYPE V CABINET	EACH	\$17,807.60	3.00		\$0.00	\$0.00
102	INDUCTIVE LOOP DETECTOR	EACH	\$140.90	28.00		\$0.00	\$0.00
103	DETECTOR LOOP, TYPE I	FOOT	\$17.60	1,840.00		\$0.00	(\$12,108.80)
104	ELECTRIC CABLE IN CONDUIT, LEAD-IN, NO. 14 1 PAIR	FOOT	\$1.00	2,250.00		\$0.00	(\$2,250.00)
105	REBUILD EXISTING HANDHOLE TO HEAVY-DUTY HANDHOLE	EACH	\$2,065.60	8.00		\$0.00	\$0.00
106	REMOVE EXISTING TRAFFIC SIGNAL EQUIPMENT	EACH	\$338.10	3.00		\$0.00	\$0.00
107	MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION	EACH	\$1,126.90	6.00		\$0.00	(\$1,126.90)
108	RELOCATE EXISTING EMERGENCY VEHICLE PRIORITY SYSTEM, PHASING UNIT	EACH	\$112.70	3.00		\$0.00	\$0.00



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109	UNINTERRUPTABLE POWER SUPPLY AND CABINET, SPECIAL	EACH	\$6,567.80	3.00		\$0.00	\$0.00
*110	EROSION CONTROL BLANKET	SQ.YD.	\$2.10			\$0.00	\$2,543.10
*111	SEEDING CLASS 3	ACRE	\$13,474.97			\$0.00	\$4,042.49
*112	CURB LINE INLET & CB ADJUSTMENT	EACH	\$525.00			\$0.00	\$8,925.00
*113	CURB LINE INLET & CB RECONSTRUCT	EACH	\$2,100.00			\$0.00	\$2,100.00
*114	TRAFFIC BARRIER TERMINAL TYPE 2	EACH	\$2,625.00			\$0.00	\$0.00
*115	HMA DRIVEWAY PLACEMENT, VARIABLE DEPTH, 3"-6"	SQ.YD.	\$160.50			\$0.00	\$35,582.85
*116	REMOVED AND REPLACED DAMAGED 15" STORM SEWERS ON WALKER ROAD STA. 108+89 RT	UNIT	\$1.00			\$0.00	\$1,485.32
*117	PIPE REPAIRS AT WALKER ROAD STA. 132+30 RT & 135+00 RT	UNIT	\$1.00			\$0.00	\$24,741.37
*118	GRIND OUT PERIMETER OF DRIVEWAY AND OVERLAY WITH 1 1/2" SURFACE ON 167TH STREET	UNIT	\$1.00			\$0.00	\$4,070.88
*119	REPLACE TYPE 8 FRAME AT 167TH ST. STA. 94+05	L.SUM	\$635.37			\$0.00	\$635.37
*120	PIPE REPAIRS AT WOLF ROAD AND BOHLANDER AVENUE	L.SUM	\$6,379.47			\$0.00	\$6,379.47
*121	REMOVE BROKEN RCP AND REPLACE WITH 8" DIP AT WOLF RD.	L.SUM	\$8,467.37			\$0.00	\$8,467.37
*122	EXPLORATORY DIGGING TO LOCATE UTILITIES @ WOLF RD. PEDESTRIAN BRIDGE GUARDRAIL	L.SUM	\$18,492.43			\$0.00	\$18,492.43
*123	REMOVE AND REPLACE 10" PIPE & INLET NEAR WOLF ROAD, STA. 79+40 RT	L.SUM	\$8,908.04			\$0.00	\$8,908.04
*124	PAVEMENT PATCHING OUT OF SEQUENCE @ WOLF ROAD - VARIOUS LOCATIONS	L.SUM	\$55,263.42			\$0.00	\$55,263.42
*125	SINKHOLE & SANITARY PIPE REPAIR @ WOLF ROAD, STA. 47+41 LF (SWX @ WASHINGTON)	L.SUM	\$14,188.28			\$0.00	\$14,188.28
*126	RECONSTRUCT EXISTING DRAINAGE STRUCTURES ON SB WOLF ROAD @ WASHINGTON AND BOHLANDER	L.SUM	\$619.96			\$0.00	\$619.96
*127	HMA SURFACE COURSE PLACED AS LEVELING BINDER @ OUT OF SEQUENCE PAVEMENT PATCHES ON WOLF ROAD, STA. 20+53 RT AND 76+53 LT AND SWX @ WASHINGTON	L.SUM	\$4,103.66			\$0.00	\$4,103.66
*128	TYPE 1 FRAME & CLOSED LID	EACH	\$727.66			\$0.00	\$1,455.32
*129	RECONSTRUCT DAMAGED WATER METER VALVE VAULT @ 1425 WOLF RD.	L.SUM	\$1,328.74			\$0.00	\$1,328.74
*130	CONCRETE PRICE UPCHARGE	L.SUM	\$2,244.90			\$0.00	\$2,244.90

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To: Chief Procurement Officer

Please be advised of a proposed contract change order on the above captioned project, as follows:

LINE ITEM CHANGES

DEDUCTIONS:

CHANGES GREATER THAN \$20K

Item #2

Change Order #1 had overestimated the additional Topsoil required for the project.

Item #94

Since added work is paid for under the particular items of work performed, Contract Extra Work item is eliminated in its entirety.

NEW ITEMS

Item #133* & 134*

Wolf Rd. Guardrail Traffic Control and Pedestrian Guardrail are required due to multiple un-identified utilities in place. The designed guardrail system would not meet current standards and required a redesign. Since the existing guardrails had been removed, additional traffic control devices were required on site to protect the pedestrian bridge columns.

CONTRACT CHANGE ORDER



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TRANSPORTATION AND HIGHWAYS
BUREAU OF CONSTRUCTION

Project: Pavement Preservation and
Rehabilitation Program
South - 2021
Section: 20-PPRPS-00-PV
Contract: 2138-18642
GC: K-Five Construction Corporation

Date: 6/17/2024
Chief Engr:
RE: Aldis Kirstein, P.E.
SE:
OSE:

Number: 3 & Final

Contract Amount: \$3,885,158.74

Note:

The undersigned has determined that the circumstances that necessitate this change are germane to the original contract, were not reasonably foreseeable at the time the contract was signed and is in the best interest of the local agency.

Amount of this change order:	DECREASE	(\$93,464.75)
Total amount of change orders to date:	INCREASE	\$238,843.73



Chief Engineer of Construction Date Jun 18, 2024



Jennifer "Sis" Killen, P.E., PTOE, Superintendent Date Jun 18, 2024



Robert J. Stuart, Deputy Chief Procurement Officer – Design & Construction Date 1/31/2025

Raffi Sarrafian
Digitally signed by Raffi Sarrafian
Date: 2025.01.31 15:32:37 -06'00'

Raffi Sarrafian, Chief Procurement Officer Date

CONTRACT CHANGE ORDER



**COOK COUNTY DEPARTMENT OF
TRANSPORTATION AND HIGHWAYS**

Project: Pavement Preservation and Rehabilitation Program
South - 2021
Section: 20-PPRPS-00-PV
Contract: 2138-18642
GC: K-Five Construction Corporation

Date: 6/29/2023
Chief Engr:
RE: Aldis Kirstein, P.E.
SE:
OSE: Aaron Lebowitz, P.E.

Number: 2

Contract Amount: \$3,885,158.74

ITEM	DESCRIPTION	UNIT	UNIT PRICE	CONTRACT QUANTITIES	ADJUSTMENTS	AMOUNT OF THIS CHANGE	CHANGES TO DATE
1	POROUS GRANULAR EMBANKMENT [MBE-P]	CU.YD.	\$65.00	231.00	(231.00)	(\$15,015.00)	(\$15,015.00)
2	TOPSOIL FURNISH AND PLACE, 4" [MBE]	SQ.YD.	\$60.00	77.00	(65.00)	(\$3,900.00)	\$87,060.00
3	GRADING AND SHAPING DITCHES [MBE-P]	FOOT	\$75.20	48.00	233.00	\$17,521.60	\$38,201.60
4	NITROGEN FERTILIZER NUTRIENT [MBE]	POUND	\$5.00	1.00	18.00	\$90.00	\$90.00
5	PHOSPHORUS FERTILIZER NUTRIENT [MBE]	POUND	\$5.00	1.00	18.00	\$90.00	\$90.00
6	POTASSIUM FERTILIZER NUTRIENT [MBE]	POUND	\$5.00	1.00	18.00	\$90.00	\$90.00
7	SODDING, SALT TOLERANT [MBE]	SQ.YD.	\$70.00	77.00	316.00	\$22,120.00	\$22,120.00
8	SUPPLEMENTAL WATERING [MBE]	UNIT	\$250.00	3.90	(3.90)	(\$975.00)	(\$975.00)
9	PERIMETER EROSION BARRIER [MBE]	FOOT	\$5.00	101.00	(58.00)	(\$290.00)	(\$290.00)
10	INLET FILTERS [MBE]	EACH	\$135.00	101.00	(2.00)	(\$270.00)	(\$270.00)
11	STONE RIPRAP, CLASS A4 [MBE]	SQ.YD.	\$85.00	19.00		\$0.00	\$2,465.00
12	FILTER FABRIC [MBE]	SQ.YD.	\$5.00	19.00		\$0.00	\$145.00
13	AGGREGATE BASE COURSE, TYPE B 4"	SQ.YD.	\$20.00	60.00	201.00	\$4,020.00	\$4,020.00
14	BITUMINOUS MATERIALS (TACK COAT) [MBE-P]	POUND	\$0.01	58,291.00	2,873.00	\$28.73	\$28.73
15	MIXTURE FOR CRACKS, JOINTS, AND FLANGEWAYS [MBE-P]	TON	\$150.00	110.00	(13.40)	(\$2,010.00)	(\$2,010.00)
16	HOT-MIX ASPHALT BINDER COURSE (HAND METHOD), N50 [MBE-P]	TON	\$120.00	53.00	(53.00)	(\$6,360.00)	(\$6,360.00)
17	HOT-MIX ASPHALT BINDER COURSE (HAND METHOD), N70 [MBE-P]	TON	\$120.00	192.00	(161.70)	(\$19,404.00)	(\$19,404.00)
18	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT [MBE-P]	SQ.YD.	\$5.00	802.00	(335.00)	(\$1,675.00)	(\$1,675.00)
19	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50 [MBE-P]	TON	\$70.00	2,095.00	(49.90)	(\$3,493.00)	(\$3,493.00)
20	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N70 [MBE-P]	TON	\$75.00	8,553.00	(2,910.20)	(\$218,265.00)	(\$45,840.00)
21	POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, IL-4.75, N50 [MBE-P]	TON	\$76.00	2,299.00		\$0.00	(\$174,724.00)
22	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50 [MBE-P]	TON	\$80.00	1,592.00	(72.70)	(\$5,816.00)	(\$5,816.00)
23	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N70 [MBE-P]	TON	\$82.00	6,092.00	2,939.10	\$241,006.20	\$241,006.20
24	WELDED WIRE REINFORCEMENT [MBE]	SQ.YD.	\$15.00	455.00	424.00	\$6,360.00	\$6,360.00
25	PROTECTIVE COAT [MBE]	SQ.YD.	\$2.50	15.00	(15.00)	(\$37.50)	(\$37.50)
26	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH [MBE]	SQ.YD.	\$72.00	60.00	(27.00)	(\$1,944.00)	(\$1,944.00)
27	PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH [MBE]	SQ.FT.	\$10.00	482.00	(433.00)	(\$4,330.00)	(\$4,330.00)
28	HOT-MIX ASPHALT SURFACE REMOVAL, 1 1/2" [MBE-P]	SQ.YD.	\$2.00	3,964.00	(1.00)	(\$2.00)	(\$2.00)
29	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ.YD.	\$4.50	17.00	(17.00)	(\$76.50)	(\$76.50)
30	HOT-MIX ASPHALT SURFACE REMOVAL, 4" [MBE-P]	SQ.YD.	\$4.50	83,018.00	1,246.00	\$5,607.00	\$5,607.00
31	DRIVEWAY PAVEMENT REMOVAL	SQ.YD.	\$50.00	60.00	10.90	\$545.00	\$9,700.00
32	COMBINATION CURB AND GUTTER REMOVAL [MBE]	FOOT	\$10.00	52.00	3,310.00	\$33,100.00	\$33,100.00
33	SIDEWALK REMOVAL [MBE]	SQ.FT.	\$2.50	482.00	199.00	\$497.50	\$497.50

CONTRACT CHANGE ORDER



COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS

Project: Pavement Preservation and
Rehabilitation Program
South - 2021
Section: 20-PPRPS-00-PV
Contract: 2138-18642
GC: K-Five Construction Corporation

Date: 6/29/2023
Chief Engr:
RE: Aldis Kirstein, P.E.
SE:
OSE: Aaron Lebowitz, P.E.

Number: 2

Contract Amount: \$3,885,158.74

ITEM	DESCRIPTION	UNIT	UNIT PRICE	CONTRACT QUANTITIES	ADJUSTMENTS	AMOUNT OF THIS CHANGE	CHANGES TO DATE
34	MEDIAN REMOVAL PARTIAL DEPTH [MBE-P]	SQ.FT.	\$0.75	6,283.00	(228.00)	(\$171.00)	(\$171.00)
35	CLASS B PATCHES, TYPE II, 9 INCH [MBE]	SQ.YD.	\$138.00	801.00	(592.00)	(\$81,696.00)	(\$81,696.00)
36	CLASS B PATCHES, TYPE III, 9 INCH [MBE]	SQ.YD.	\$138.00	31.00	53.00	\$7,314.00	\$7,314.00
37	CLASS B PATCHES, TYPE IV, 9 INCH [MBE]	SQ.YD.	\$128.00	425.00	463.00	\$59,264.00	\$59,264.00
38	DOWEL BARS 1 1/4" [MBE]	EACH	\$12.50	1,862.00	(1,177.00)	(\$14,712.50)	(\$14,712.50)
39	CLASS D PATCHES, TYPE II, 5 INCH [MBE-P]	SQ.YD.	\$50.00	13.00	16.00	\$800.00	\$800.00
40	CLASS D PATCHES, TYPE III, 5 INCH [MBE-P]	SQ.YD.	\$45.00	67.00	(47.00)	(\$2,115.00)	(\$2,115.00)
41	CLASS D PATCHES, TYPE IV, 5 INCH [MBE-P]	SQ.YD.	\$40.00	103.00	(39.00)	(\$1,560.00)	(\$1,560.00)
42	CLASS D PATCHES, TYPE II, 8 INCH [MBE-P]	SQ.YD.	\$70.00	14.00	(0.20)	(\$14.00)	\$350.00
43	CLASS D PATCHES, TYPE III, 8 INCH [MBE-P]	SQ.YD.	\$65.00	176.00	(140.00)	(\$9,100.00)	(\$9,100.00)
44	CLASS D PATCHES, TYPE IV, 8 INCH [MBE-P]	SQ.YD.	\$60.00	969.00	(852.00)	(\$51,120.00)	(\$51,120.00)
45	SAW CUTS [MBE]	FOOT	\$2.50	5,201.00	(2,241.00)	(\$5,602.50)	(\$5,602.50)
46	TIE BARS 3/4" [MBE]	EACH	\$10.00	360.00	(79.00)	(\$790.00)	(\$790.00)
47	HOT-MIX ASPHALT SHOULDERS, 8" [MBE-P]	SQ.YD.	\$37.00	66.00	81.00	\$2,997.00	\$2,997.00
48	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 12" [MBE]	EACH	\$1,100.00	6.00	1.00	\$1,100.00	\$1,100.00
49	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 15" [MBE]	EACH	\$1,175.00	9.00		\$0.00	\$0.00
50	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 18" [MBE]	EACH	\$1,360.00	2.00	(2.00)	(\$2,720.00)	(\$2,720.00)
51	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 24" [MBE]	EACH	\$2,075.00	1.00		\$0.00	\$0.00
52	MANHOLES TO BE ADJUSTED [MBE]	EACH	\$575.00	1.00		\$0.00	\$0.00
53	VALVE BOXES TO BE ADJUSTED [MBE]	EACH	\$575.00	2.00		\$0.00	\$0.00
54	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12 [MBE]	FOOT	\$50.00	30.00	1,384.00	\$69,200.00	\$69,200.00
55	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24 [MBE]	FOOT	\$60.00	22.00	32.30	\$1,938.00	\$115,440.00
56	STEEL PLATE BEAM GUARDRAIL, TYPE A, 6 FOOT POSTS	FOOT	\$60.00	62.50	(28.50)	(\$1,710.00)	(\$1,710.00)
57	TRAFFIC BARRIER TERMINAL, TYPE 1 (SPECIAL) TANGENT	EACH	\$3,500.00	6.00	(4.00)	(\$14,000.00)	(\$14,000.00)
58	GUARDRAIL REMOVAL	FOOT	\$5.00	464.50		\$0.00	\$22.50
59	NON-SPECIAL WASTE DISPOSAL [MBE]	CU.YD.	\$100.00	231.00	(231.00)	(\$23,100.00)	(\$23,100.00)
60	SOIL DISPOSAL ANALYSIS	EACH	\$1,700.00	9.00	(6.00)	(\$10,200.00)	(\$10,200.00)
61	REGULATED SUBSTANCES PRE- CONSTRUCTION PLAN	L.SUM	\$3,300.00	1.00		\$0.00	\$0.00
62	REGULATED SUBSTANCES FINAL CONSTRUCTION REPORT	L.SUM	\$900.00	1.00		\$0.00	\$0.00
63	ENGINEERED BARRIER [MBE]	SQ.YD.	\$20.00	86.00	(86.00)	(\$1,720.00)	(\$1,720.00)
64	REGULATED SUBSTANCES MONITORING	CAL.DAY	\$680.00	9.00	(8.00)	(\$5,440.00)	(\$5,440.00)
65	MOBILIZATION	L.SUM	\$201,055.00	1.00		\$0.00	\$0.00
66	CHANGEABLE MESSAGE SIGN [WBE]	CAL.DAY	\$27.48	780.00	(116.00)	(\$3,187.68)	(\$3,187.68)

CONTRACT CHANGE ORDER



COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS

Project: Pavement Preservation and Rehabilitation Program
South - 2021
Section: 20-PPRPS-00-PV
Contract: 2138-18642
GC: K-Five Construction Corporation

Date: 6/29/2023
Chief Engr: Holly A. Cichy, P.E.
RE: Aldis Kirstein, P.E.
SE:
OSE: Aaron Lebowitz, P.E.

Number: 2

Contract Amount: \$3,885,158.74

ITEM	DESCRIPTION	UNIT	UNIT PRICE	CONTRACT QUANTITIES	ADJUSTMENTS	AMOUNT OF THIS CHANGE	CHANGES TO DATE
67	SIGN PANEL - TYPE 1 [WBE]	SQ.FT.	\$54.96	12.00		\$0.00	\$0.00
68	TELESCOPING STEEL SIGN SUPPORT [WBE]	FOOT	\$19.79	44.00	20.00	\$395.80	\$395.80
69	MODIFIED URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS [MBE]	SQ.FT.	\$5.00	898.00	(8.60)	(\$43.00)	(\$43.00)
70	MODIFIED URETHANE PAVEMENT MARKING - LINE 4" [MBE]	FOOT	\$0.65	72,287.00	36.00	\$23.40	\$23.40
71	MODIFIED URETHANE PAVEMENT MARKING - LINE 6" [MBE]	FOOT	\$1.00	4,078.00	(468.00)	(\$468.00)	(\$468.00)
72	MODIFIED URETHANE PAVEMENT MARKING - LINE 12" [MBE]	FOOT	\$3.00	2,248.00	161.00	\$483.00	\$483.00
73	MODIFIED URETHANE PAVEMENT MARKING - LINE 24" [MBE]	FOOT	\$5.00	455.00	178.00	\$890.00	\$890.00
74	RAISED REFLECTIVE PAVEMENT MARKER REMOVAL [MBE-P]	EACH	\$12.78	1,045.00	(201.00)	(\$2,568.78)	(\$2,568.78)
75	REMOVE ELECTRIC CABLE FROM CONDUIT	FOOT	\$0.70	2,250.00	(2,250.00)	(\$1,575.00)	(\$1,575.00)
76	REMOVE EXISTING FLARED END SECTION [MBE]	EACH	\$100.00	16.00	(2.00)	(\$200.00)	(\$200.00)
77	PIPE CULVERTS TO BE CLEANED 12" [WBE]	FOOT	\$5.00	665.00	(247.00)	(\$1,235.00)	(\$1,235.00)
78	PIPE CULVERTS TO BE CLEANED 15" [WBE]	FOOT	\$5.00	2,463.00	(1,243.00)	(\$6,215.00)	(\$6,215.00)
79	PIPE CULVERTS TO BE CLEANED 18" [WBE]	FOOT	\$5.50	915.00	(396.00)	(\$2,178.00)	(\$2,178.00)
80	PIPE CULVERTS TO BE CLEANED 21" [WBE]	FOOT	\$7.00	105.00	(25.00)	(\$175.00)	(\$175.00)
81	PIPE CULVERTS TO BE CLEANED 24" [WBE]	FOOT	\$7.00	465.00	(243.00)	(\$1,701.00)	(\$1,701.00)
82	PIPE CULVERTS TO BE CLEANED 36" [WBE]	FOOT	\$10.00	167.00	(167.00)	(\$1,670.00)	(\$1,670.00)
83	PIPE CULVERTS TO BE CLEANED 48" [WBE]	FOOT	\$15.00	105.00	(55.00)	(\$825.00)	(\$825.00)
84	STORM SEWERS TO BE CLEANED 6" [WBE]	FOOT	\$50.00	2.00	(2.00)	(\$100.00)	(\$100.00)
85	STORM SEWERS TO BE CLEANED 8" [WBE]	FOOT	\$10.00	16.00	(16.00)	(\$160.00)	(\$160.00)
86	STORM SEWERS TO BE CLEANED 10" [WBE]	FOOT	\$10.00	17.00	(17.00)	(\$170.00)	(\$170.00)
87	STORM SEWERS TO BE CLEANED 12" [WBE]	FOOT	\$4.00	2,874.00	(2,366.00)	(\$9,464.00)	(\$9,464.00)
88	STORM SEWERS TO BE CLEANED 15" [WBE]	FOOT	\$5.00	658.00	(658.00)	(\$3,290.00)	(\$3,290.00)
89	RECESSED REFLECTIVE PAVEMENT MARKER (HMA)V [MBE]	EACH	\$25.00	1,045.00	70.00	\$1,750.00	\$1,750.00
90	BOX CULVERTS TO BE CLEANEDV [WBE]	FOOT	\$138.00	145.00	(25.00)	(\$3,450.00)	(\$3,450.00)
91	DRAINAGE STRUCTURES TO BE CLEANED [WBE]	EACH	\$325.00	133.00	(19.00)	(\$6,175.00)	(\$6,175.00)
92	LONGITUDINAL JOINT SEALANT	FOOT	\$2.35	27,289.00	2,025.00	\$4,758.75	\$4,758.75
93	RAILROAD PROTECTIVE LIABILITY INSURANCE	L.SUM	\$3,800.00	1.00		\$0.00	\$0.00
94	CONTRACT EXTRA WORK	UNIT	\$1.00	150,000.00		\$0.00	\$0.00
95	CONSTRUCTION LAYOUT STAKES AND SURVEY CONTROL POINTS	L.SUM	\$5,300.00	1.00		\$0.00	\$0.00
96	ENGINEER'S FIELD OFFICE, TYPE A	CAL.MO.	\$1,500.00	26.00	(9.50)	(\$14,250.00)	(\$14,250.00)
97	SURVEY MONUMENTS	EACH	\$4,500.00	3.00	(3.00)	(\$13,500.00)	(\$13,500.00)
98	RAILROAD FLAGGERS	L.SUM	\$3,000.00	1.00		\$0.00	\$0.00
99	FRAMES AND LIDS TO BE ADJUSTED (SPECIAL) [MBE]	EACH	\$825.00	62.00	(5.00)	(\$4,125.00)	(\$4,125.00)
100	TRAFFIC PROTECTION [WBE]	L.SUM	\$493,475.00	1.00		\$0.00	\$0.00
101	FULL-ACTUATED CONTROLLER AND TYPE V CABINET	EACH	\$17,807.60	3.00		\$0.00	\$0.00

CONTRACT CHANGE ORDER



COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS

Project: Pavement Preservation and Rehabilitation Program
South - 2021
Section: 20-PPRPS-00-PV
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GC: K-Five Construction Corporation

Date: 6/29/2023
Chief Engr: RE: Aldis Kirstein, P.E.
SE:
OSE: Aaron Lebowitz, P.E.

Number: 2

Contract Amount: \$3,885,158.74

ITEM	DESCRIPTION	UNIT	UNIT PRICE	CONTRACT QUANTITIES	ADJUSTMENTS	AMOUNT OF THIS CHANGE	CHANGES TO DATE
102	INDUCTIVE LOOP DETECTOR	EACH	\$140.90	28.00		\$0.00	\$0.00
103	DETECTOR LOOP, TYPE I	FOOT	\$17.60	1,840.00	(688.00)	(\$12,108.80)	(\$12,108.80)
104	ELECTRIC CABLE IN CONDUIT, LEAD-IN, NO. 14 1 PAIR	FOOT	\$1.00	2,250.00	(2,250.00)	(\$2,250.00)	(\$2,250.00)
105	REBUILD EXISTING HANDHOLE TO HEAVY-DUTY HANDHOLE	EACH	\$2,065.60	8.00		\$0.00	\$0.00
106	REMOVE EXISTING TRAFFIC SIGNAL EQUIPMENT	EACH	\$338.10	3.00		\$0.00	\$0.00
107	MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION	EACH	\$1,126.90	6.00	(1.00)	(\$1,126.90)	(\$1,126.90)
108	RELOCATE EXISTING EMERGENCY VEHICLE PRIORITY SYSTEM, PHASING UNIT	EACH	\$112.70	3.00		\$0.00	\$0.00
109	UNINTERRUPTABLE POWER SUPPLY AND CABINET, SPECIAL	EACH	\$6,567.80	3.00		\$0.00	\$0.00
*110	EROSION CONTROL BLANKET	SQ.YD.	\$2.10		(305.00)	(\$640.50)	\$2,543.10
*111	SEEDING CLASS 3	ACRE	\$13,474.97		(0.01)	(\$134.75)	\$4,042.49
*112	CURB LINE INLET & CB ADJUSTMENT	EACH	\$525.00		6.00	\$3,150.00	\$8,925.00
*113	CURB LINE INLET & CB RECONSTRUCT	EACH	\$2,100.00		(10.00)	(\$21,000.00)	\$2,100.00
*114	TRAFFIC BARRIER TERMINAL TYPE 2	EACH	\$2,625.00		(2.00)	(\$5,250.00)	\$0.00
*115	HMA DRIVEWAY PLACEMENT, VARIABLE DEPTH, 3"-6"	SQ.YD.	\$160.50			\$0.00	\$35,582.85
*116	REMOVED AND REPLACED DAMAGED 15" STORM SEWERS ON WALKER ROAD STA. 108+89 RT	UNIT	\$1.00			\$0.00	\$1,485.32
*117	PIPE REPAIRS AT WALKER ROAD STA. 132+30 RT & 135+00 RT	UNIT	\$1.00			\$0.00	\$24,741.37
*118	GRIND OUT PERIMETER OF DRIVEWAY AND OVERLAY WITH 1 1/2" SURFACE ON 167TH STREET	UNIT	\$1.00			\$0.00	\$4,070.88
*119	REPLACE TYPE 8 FRAME AT 167TH ST. STA. 94+05	L.SUM	\$635.37		1.00	\$635.37	\$635.37
*120	PIPE REPAIRS AT WOLF ROAD AND BOHLANDER AVENUE	L.SUM	\$6,379.47		1.00	\$6,379.47	\$6,379.47
*121	REMOVE BROKEN RCP AND REPLACE WITH 8" DIP AT WOLF RD.	L.SUM	\$8,467.37		1.00	\$8,467.37	\$8,467.37
*122	EXPLORATORY DIGGING TO LOCATE UTILITIES @ WOLF RD. PEDESTRIAN BRIDGE GUARDRAIL	L.SUM	\$18,492.43		1.00	\$18,492.43	\$18,492.43
*123	REMOVE AND REPLACE 10" PIPE & INLET NEAR WOLF ROAD, STA. 79+40 RT	L.SUM	\$8,908.04		1.00	\$8,908.04	\$8,908.04
*124	PAVEMENT PATCHING OUT OF SEQUENCE @ WOLF ROAD - VARIOUS LOCATIONS	L.SUM	\$55,263.42		1.00	\$55,263.42	\$55,263.42
*125	SINKHOLE & SANITARY PIPE REPAIR @ WOLF ROAD, STA. 47+41 LF (SWX @ WASHINGTON)	L.SUM	\$14,188.28		1.00	\$14,188.28	\$14,188.28
*126	RECONSTRUCT EXISTING DRAINAGE STRUCTURES ON SB WOLF ROAD @ WASHINGTON AND BOHLANDER	L.SUM	\$619.96		1.00	\$619.96	\$619.96
*127	HMA SURFACE COURSE PLACED AS LEVELING BINDER @ OUT OF SEQUENCE PAVEMENT PATCHES ON WOLF ROAD, STA. 20+53 RT AND 76+53 LT AND SWX @ WASHINGTON	L.SUM	\$4,103.66		1.00	\$4,103.66	\$4,103.66

CONTRACT CHANGE ORDER



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SE:
OSE: Aaron Lebowitz, P.E.

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*128	TYPE 1 FRAME & CLOSED LID	EACH	\$727.66		2.00	\$1,455.32	\$1,455.32
*129	RECONSTRUCT DAMAGED WATER METER VALVE VAULT @ 1425 WOLF RD.	L.SUM	\$1,328.74		1.00	\$1,328.74	\$1,328.74
*130	CONCRETE PRICE UPCHARGE	L.SUM	\$2,244.90		1.00	\$2,244.90	\$2,244.90
*131	MILL EDGES OF PAVEMENT PATCHES AT WOLF RD. AND BOHLANDER AVE. AND STA. 76+50 RT	L.SUM	\$9,340.17		1.00	\$9,340.17	\$9,340.17
*132	SIDEWALK BORE HOLE TEMPORARY REPAIR AT WOLF RD., STA. 52+41 LT	L.SUM	\$2,251.02		1.00	\$2,251.02	\$2,251.02

AMOUNT: (\$10,052.28) **\$332,308.48**
ADJUSTED CONTRACT AMOUNT: **\$4,217,467.22**
% CHANGE: **8.6%**

CONTRACT CHANGE ORDER



COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS BUREAU OF CONSTRUCTION

Project: Pavement Preservation and
Rehabilitation Program
South - 2021
Section: 20-PPRPS-00-PV
Contract: 2138-18642
GC: K-Five Construction Corporation

Date: 6/29/2023
Chief Engr:
RE: Aldis Kirstein, P.E.
SE:
OSE: Aaron Lebowitz, P.E.

Number: 2

Contract Amount: \$3,885,158.74

To: Chief Procurement Officer

Please be advised of a proposed contract change order on the above captioned project, as follows:

LINE ITEM CHANGES

CHANGES \$5K - \$20K

INCREASES:

Items: #3, #24, #30 and #36

Additional quantities of Grading and Shaping Ditches; Welded Wire Reinforcement; HMA Surface Removal, 4" and Class B Patches, Type III, 9 inch were required due to field conditions to properly construct this project.

DEDUCTIONS:

Items: #17, #22, #38, #43, #45, #57, #60, #64, #78, #87, #91, #96, #103 and #114

Less quantities of HMA Binder Course (Hand Method), N70; HMA Surface Course, IL-9.5, Mix "D", N50; Dowel Bars 1 1/4"; Class D Patches, Type III, 8 inch; Saw Cuts; Traffic Barrier Terminal, Type I (Special) Tangent; Regulated Substances Monitoring; Pipe Culverts to be Cleaned 15"; Storm Sewers to be Cleaned 12"; Drainage Structures to be Cleaned; Engineer's Field Office, Type A; Detector Loop, Type I and Traffic Barrier Terminal Type 2 were necessary due to field conditions to properly construct this project.

CHANGES GREATER THAN \$20K

Item #2

Change Order #1 had overestimated the additional Topsoil required for the project. Change Order #2 balances the quantity based on the actual topsoil used on the project.

Items #7, 32, and 54:

Sod (#7) was placed behind the curb on Wolf Rd. where curb & gutter was removed and replaced. Due to the large increase in curb & gutter quantities for removal (#32) and replacement (#54), the sodding line item had to be increased as well.

Items #20 and 23:

Due to thickness variations in the existing roadway on Wolf Rd., the pavement profile did not allow for the full 2.5" of binder course as called for in the plans. In lieu of the binder, surface course was used as a levelling binder and then a full 1.5" surface course was placed per plan.

Items #35, 37, and 44:

Pavement patching quantities are typically estimated based on the area of roadway being addressed. Large increases or decreases in quantity may result in an excess of quantity required for a specific type of patch. This is typically offset by a decrease in quantity for another type of patch. In general, the existing pavement found after HMA removal was found to be in decent condition and therefore, the overall patching quantities decreased.

CONTRACT CHANGE ORDER



COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS BUREAU OF CONSTRUCTION

Project: Pavement Preservation and
Rehabilitation Program
South - 2021
Section: 20-PPRPS-00-PV
Contract: 2138-18642
GC: K-Five Construction Corporation

Date: 6/29/2023
Chief Engr:
RE: Aldis Kirstein, P.E.
SE:
OSE: Aaron Lebowitz, P.E.

Number: 2

Contract Amount: \$3,885,158.74

Item #113:

The quantity for this item was overestimated. The deduction in quantity is partially offset by having to increase the quantity for Item #112 Curb Line Inlet & CB Reconstruct.

NON-USE OF ITEMS:

Items: #1, #8, #16, #25, #29, #50, #59, #63, #75, #82, #84, #85, #86, #97, #104

Quantities for Porous Granular Embankment; Supplemental Watering; HMA Binder Course (Hand Method), N50; Protective Coat; HMA Surface Removal, 2"; PRC Flared End Sections 18"; Non-Special Waste Disposal; Engineered Barrier; Remove Electric Cable from Conduit; Pipe Culverts to be Cleaned 36"; Storm Sewers to be Cleaned 6"; Storm Sewers to be Cleaned 8"; Storm Sewers to be Cleaned 10"; Survey Monuments; Electric Cable in Conduit, Lead-In, No. 14, 1 Pair were available in the contract documents but not required to construct this project.

Other Items:

OTHER ITEMS:

The quantities of various other items were adjusted to reflect the actual quantities required and completed in the field.

NEW ITEMS

NEW ITEMS

Item #119*:

Due to unforeseen conditions, Replace Type 8 Frame at 167th St. Sta. 94+05 was required to replace the cracked grate on the existing catch basin.

Item #120*:

Due to unforeseen conditions, Pipe Repairs at Wolf Road and Bohlander Avenue was required to repair a leaking, existing storm sewer which had undermined the existing PCC base course.

Item #121*:

Due to unforeseen conditions, Remove Broken RCP and Replace with 8" DIP at Wolf Rd. was required to replace the sewer connection from the catch basin to the main sewer line. The existing RCP was protruding into the PCC base course and had been damaged at some point in time and was replaced with a ductile iron pipe (DIP) as it has a slimmer profile than a reinforced concrete pipe (RCP).

Item #122*:

Due to unforeseen conditions, Exploratory Digging to Locate Utilities @ Wolf Rd. Pedestrian Bridge Guardrail was required to locate existing utilities that may interfere with installation of the guardrail.

Item #123*:

Due to unforeseen conditions, Remove and Replace 10" Pipe & Inlet Near Wolf Road, Sta. 79+40 RT was required to replace a broken sewer connection and old brick inlet that had collapsed and caused undermining of the roadway.

CONTRACT CHANGE ORDER



COOK COUNTY DEPARTMENT OF
TRANSPORTATION AND HIGHWAYS
BUREAU OF CONSTRUCTION

Project: Pavement Preservation and
Rehabilitation Program
South - 2021
Section: 20-PPRPS-00-PV
Contract: 2138-18642
GC: K-Five Construction Corporation

Date: 6/29/2023
Chief Engr:
RE: Aldis Kirstein, P.E.
SE:
OSE: Aaron Lebowitz, P.E.

Number: 2

Contract Amount: \$3,885,158.74

Item #124*:

Due to unforeseen conditions, **Pavement Patching Out of Sequence @ Wolf Road – Various Locations** was required because patching operations on the southbound lanes revealed unsound pavement in the adjacent northbound lanes. Patching had already been completed in the northbound lanes, therefore, traffic control and the work had to be re-sequenced to accommodate the work on the unsound pavement.

Item #125*:

Due to unforeseen conditions, **Sinkhole & Sanitary Pipe Repair @ Wolf Road, Sta. 47+41 LF (SWX @ Washington)** was required repair a sanitary pipe which had undermined the roadway.

Item #126*:

Due to unforeseen conditions, **Reconstruct Existing Drainage Structures on SB Wolf Road @ Washington & Bohlander** was required to rebuild partially collapsed brick drainage structures.

Item #127*:

Due to unforeseen conditions, **HMA Surface Course Placed as Leveling Binder @ Out of Sequence Pavement Patches on Wolf Road, Sta. 20+53 RT, and 76+53 LT and SWX @ Washington** was required to perform work outside of the standard paving sequence of operations.

Item #128*:

Due to unforeseen conditions, **Type 1 Frame & Closed Lid** was required to replace severely deteriorated frames and lids found during the course of work.

Item #129*:

Due to unforeseen conditions, **Reconstruct Damaged Water Meter Valve Vault @ 1425 @ Wolf Rd.** was required to replace failing brick water meter valve vault. The valve vault in question was flagged by the Village of Berkely during their final punchlist inspection.

Item #130*:

Due to unforeseen conditions, **Concrete Price Upcharge** was required to maintain production on the Wolf Rd. portion of the project. Due to an ongoing union strike and supply chain issues, the concrete subcontractor was unable to get concrete from their approved supplier in a timely manner. Another local concrete supplier was able to provide the concrete, however, the price was higher than the bid price. This item was created to offset the price difference.

Item #131*:

Due to unforeseen conditions, PCC pavement patches were poured in the northbound lane of Wolf Rd. at Bohlander Ave. and at Station 76+50 RT prior to HMA surface milling. Due to the elevation difference between the top of patch and top of roadway (+/- 4"), **Mill Edges of Pavement Patches at Wolf Rd. and Bohlander Ave. and Sta. 76+50 RT** for safety and to lessen traffic disruption.

Item #132*:

Sidewalk Bore Hole Temporary Repair at Wolf Rd.-Sta. 52+41 LT: Place cold patch in a guardrail post bore hole in the sidewalk where an obstruction was encountered due to field condition.

CONTRACT CHANGE ORDER



COOK COUNTY DEPARTMENT OF
TRANSPORTATION AND HIGHWAYS
BUREAU OF CONSTRUCTION

Project: Pavement Preservation and
Rehabilitation Program
South - 2021
Section: 20-PPRPS-00-PV
Contract: 2138-18642
GC: K-Five Construction Corporation

Date: 6/29/2023
Chief Engr:
RE: Aldis Kirstein, P.E.
SE:
OSE: Aaron Lebowitz, P.E.

Number: 2

Contract Amount: \$3,885,158.74

Note:

The undersigned has determined that the circumstances that necessitate this change are germane to the original contract, were not reasonably foreseeable at the time the contract was signed and is in the best interest of the local agency.

Amount of this change order:	DECREASE	(\$10,052.28)
Total amount of change orders to date:	INCREASE	\$332,308.48

Jul 6, 2023

Chief Engineer of Construction

Date

Jul 6, 2023

Jennifer "Sis" Killen, P.E., PTOE, Superintendent

Date

Robert J. Stuart

Digitally signed by Robert J. Stuart
Date: 2023.07.20 16:20:55 -05'00'

Robert J. Stuart, Deputy Chief Procurement Officer – Design & Construction

Date

Raffi Sarrafian

Digitally signed by Raffi Sarrafian
Date: 2023.07.20 17:20:08 -05'00'

Raffi Sarrafian, Chief Procurement Officer

Date

**Pavement Preservation and Rehabilitation
Program South 2021
Section No.: 20-PPRPS-00-PV
Contract No.: 2138-18642**

Contract Amount \$3,885,158.74

AMENDMENT No. 1: + \$342,360.76
Change Order #1 \$342,360.76
(Approved by the County Board 1/26/2023)

AMENDMENT No. 2 & Final: - \$103,517.03
Change Order #2 -\$ 10,052.28
Change Order #3 -\$ 93,464.75
Amendment #2 Total = -\$103,517.03

Adjusted Contract Total \$4,124,002.47

Contract No. 2138-18642, Amendment No. 2
Vendor Name: K-Five Construction Corporation

ATTACHMENT B



COOK COUNTY
OFFICE OF THE
**Chief Procurement
Officer**

161 N. Clark
Suite 2300
Chicago, Illinois 60601



Original Award Utilization Plan (Based on \$3,885,158.74 Award Value)

<u>MBE/WBE Firm</u>	<u>Status</u>	<u>Certifying Agency</u>	<u>Commitment Direct)</u>
Matias Trucking	MBE-9	City of Chicago	3.86%
H2 Construction Co.	MBE-6	City of Chicago	0.43%
Truck King	MBE-9	City of Chicago	5.24%
Argo Construction	MBE-9	City of Chicago	2.41%
Pan-American Construction	MBE-9	City of Chicago	6.49%
Cardinal State	MBE-8	City of Chicago	0.30%
Precision Pavement	MBE-9	City of Chicago	2.33%
Walls Trucking	MBE9	City of Chicago	1.29%
Petromex Inc.	MBE-9	City of Chicago	1.03%
Five Star Hauling	WBE-9	City of Chicago	0.82%
Maintenance Coating	WBE-7	City of Chicago	5.69%
J.A.C.K Contractors	WBE-7	City of Chicago	2.74%
MBM Enterprises	WBE-7	City of Chicago	0.71%
L&B Trucking	WBE-9	City of Chicago	0.82%
		MWBE Total	34.16%

Original Award through Amendment 1 Utilization Plan (Based on \$4,227,519.50 Award Value)

<u>MBE/WBE Firm</u>	<u>Status</u>	<u>Certifying Agency</u>	<u>Commitment Direct)</u>
Alzate, Inc	MBE-9	City of Chicago	0.11%
H2 Construction Co.	MBE-6	City of Chicago	0.22%
Truck King	MBE-9	City of Chicago	3.82%
Argo Construction	MBE-9	City of Chicago	2.28%
Pan-American Construction	MBE-9	City of Chicago	10.65%
Cardinal State	MBE-8	City of Chicago	1.33%
Precision Pavement	MBE-9	City of Chicago	1.97%
Walls Trucking	MBE9	City of Chicago	2.69%
Petromex Inc.	MBE-9	City of Chicago	0.95%
Five Star Hauling	WBE-9	City of Chicago	0.91%
Maintenance Coating	WBE-7	City of Chicago	4.57%
J.A.C.K Contractors	WBE-7	City of Chicago	2.74%
MBM Enterprises	WBE-7	City of Chicago	0.68%
L&B Trucking	WBE-9	City of Chicago	0.00%
		MWBE Total	32.92%



Original Award through Amendment 2 Utilization Plan (Based on \$4,124,002.47 Award Value)

<u>MBE/WBE Firm</u>	<u>Status</u>	<u>Certifying Agency</u>	<u>Commitment Direct)</u>
Alzate, Inc	MBE-HA M	City of Chicago	0.14% \$5,712.05
H2 Construction Co.	MBE-AA M	City of Chicago	0.32% 13,365.77
Truck King	MBE-HA M	City of Chicago	3.92% 161,769.17
Argo Construction	MBE-HA M	City of Chicago	3.64% 150,292.00
Pan-American Construction	MBE-HA M	City of Chicago	11.75% 484,614.04
Cardinal State	MBE-AAPI M	City of Chicago	1.34% 55,221.84
Precision Pavement	MBE-HA M	City of Chicago	2.26% 93,331.95
Walls Trucking	MBE-HA M	City of Chicago	2.76% 113,803.59
Five Star Hauling	WBE-HA M	City of Chicago	0.94% 38,579.59
Maintenance Coating	WBE-CA F	City of Chicago	4.92% 202,766.75
J.A.C.K Contractors	WBE-CA F	City of Chicago	1.69% 69,550.50
MBM Enterprises	WBE-AA F	City of Chicago	1.08% 44,683.75
L&B Trucking	WBE-HA F	City of Chicago	0.00%
		MWBE Total	34.76% \$1,433,691.00
		MBE	26.14%
		WBE	8.62%

A partial 1.38% WBE waiver was requested and recommended for this amendment 2 which continued the same waiver that were granted during the original award process and Amendment 1. The waiver is based on the fact that one subcontractor L & B Trucking (0.82%), opting out of the contract due to unforeseen circumstances as well as a reduction in subcontractor J.A.C.K.'s scope. Vendor is requesting a partial WBE waiver due to all the line items to be performed will utilize the MBE firms on the contract for Amendment No. 1. User Department concurs with the waiver justification.

Revised MBE/WBE forms were used in the determination of the responsiveness of this contract amendment

JC/db/ma

CC: Kimberlei Aaron, (OCPO)
Pui Szeto, (DOH)

MBE/WBE UTILIZATION PLAN - FORM 1

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms Included in this Plan are certified MBEs/WBEs by either Cook County or with the City of Chicago.

I. BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)

___ Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current letter of Certification)

___ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs (if so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture and a completed Joint Venture Affidavit-available online at www.cookcountyil.gov/contract/compliance)

X Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but Will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (if so, complete Sections II below and the Letter(s) of Intent - Form 2).

II. Direct Participation of MBE/WBE Firms Indirect Participation of MBE/WBE Firms

NOTE: Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only After written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following

MBE/WBE Firm: See Attachment

Address: See Attachment

E-mail: _____

Contact Person: _____

Dollar Amount Participation: _____

Percent Amount of Participation: _____

*Letter of Intent attached? Yes No _____
*Current Letter of Certification attached? Yes No _____

Attach additional sheets as needed

*Letter(s) of intent and current Letters of Certification must be submitted at the time of bid.

PETITION FOR PARTIAL OR FULL WAIVER – FORM 3

Bidder/Proposer: K-Five Construction Corporation

Contract No./Title: 2138-18642 / Pavement Preservation & Rehabilitation Program - South 2021

A. BIDDER/PROPOSER HEREBY REQUESTS:

- | | |
|--|--|
| <input type="checkbox"/> FULL MBE WAIVER | <input type="checkbox"/> PARTIAL MBE WAIVER |
| <input type="checkbox"/> FULL WBE WAIVER | <input checked="" type="checkbox"/> PARTIAL WBE WAIVER |
| <input type="checkbox"/> FULL DBE WAIVER | <input type="checkbox"/> PARTIAL DBE WAIVER |

B. REASON FOR PARTIAL/FULL WAIVER REQUEST:

Bidder/Proposer shall check each item applicable to its overall reason for a waiver request. Additionally, supporting documentation shall be submitted with this request.

- (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract.
- (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation.
- (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid.
- (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms.

GOOD FAITH EFFORT TRANSPARENCY REPORT

C. GOOD FAITH EFFORTS TO OBTAIN PARTICIPATION (attach sheets as necessary as Schedule 1)

Bidder/Proposer shall explain and detail the following Good Faith Efforts undertaken to meet Cook County's contract specific goals.


1. Please attach to this form a detailed list of any and all PCEs, stating the PCE certification (MBE and/or WBE as defined by the Cook County Municipal Code) and with whom from the contacted PCEs the Bidder/Proposer engaged, contacted, and/or communicated with in the County's Market Place;

Timelines:

- a. When the Bidder/Proposer knew of the bid;
 - b. When the Bidder/Proposer contacted the PCE(s);
 - c. When the Bidder/Proposer formulated its bid and utilization plan;
and
 - d. When was the bid request due date.
2. The number of timely attempts to contact PCEs providing the type of supplies, equipment, goods, and/or services required for the Procurement, including but not limited to;
 - a. Dates of each contact attempt for each contacted PCE;
 - b. Whom, if anyone, the Bidder/Proposer communicated and/or corresponded (including written, virtual, digital, electronic, and other feasible methods of communication);
 - c. The number of unsuccessful attempts to communicate or correspond with PCEs; and
 - d. Attach copies of all solicitations to contacted PCEs.
3. How the Bidder/Proposer proposed to divide the procurement requirements into small tasks and/or quantities into economically feasible units to promote PCE participation.
4. Whether and to what degree the requesting party will endeavor to maximize indirect participation.
5. Detailed explanation of use, if any, of the Office of Contract and Compliance services and staff.
6. Detailed explanation of timely notification and usage of services and assistance provided by community, minority, and/or women business organizations.
7. Attach any other documentation relative to Good Faith Efforts in complying with MBE and WBE participation.

GOOD FAITH EFFORT TRANSPARENCY REPORT

By signing below, I affirm under penalty of perjury the information provided in the Petition for Full or Partial Waiver/Good Faith Effort Transparency Report is truthful, accurate, and complete, to the best of my knowledge and capacity. I agree any finding of false, fraudulent, and/or otherwise misleading information will automatically disqualify the request for a waiver and Cook County's Office of Contract Compliance reserves the right to pursue additional actions and/or remedies against the requesting Bidder/Proposer.

	William Koehler/ Project manger supervisor	12-9-2024
Signature and Title of Bidder/Proposer	Title	Date

Cook County South Pavement Preservation & Rehabilitation

Bid MBE				
			MBE to date	Percent
Truck King Hauling Contractors Inc.	4600 W. Street Chicago, IL 60632	HMA Plant 167th Street	\$ 39,153.43	0.95%
Alzate Trucking Inc		HMA Plant Walker road	\$ 5,712.05	0.14%
H2 Construction Company	1800 Des Plaines Sulte 107 Forest park, IL, 60130	HMA Plant wolf road	\$ 13,365.77	0.32%
ARGO Construction	13655 Main St., Suite 2 Lemont IL 60439	Subcontractor	\$ 150,292.00	3.64%
Cardinal State LLC	1719 Spring Creek Road Barrington Hills, IL 60010	Subcontractor	\$ 55,221.84	1.34%
PAN AMERICAN	1517 S. Kolmar Ave, Chicago, IL 60623	Subcontractor	\$ 484,614.04	11.75%
Precession Pavement Markings	1220 Bell Court, Pingree Grove, IL 60140	Subcontractor	\$ 93,331.95	2.26%
Trucking Hauling Contractors	4600 W. 48th Street, Chicago, IL 60632	Subcontractor	\$ 122,615.74	2.97%
Walls Trucking Inc.	3606 N. Luna Chicago, IL 60641	Subcontractor	\$ 113,803.59	2.76%
TOTAL COMMITTED DOLLARS			MBE TO DATE	
			MBE Dollars Required 24%	\$ 989,760.59
			Contract Value	\$ 4,124,002.47
			Total to date	\$ 1,078,110.41
			New contract total	\$ 4,124,002.47
			Current MBE%	25.14%
			Overrun on MBE	\$ 88,349.82

WBE				
			WBE to date	Percent
L&B Trucking	Failed to preform work		\$ -	0.00%
MBM Enterprises, INC	5600 N River road, Suite 800-38, Rosemont, IL, 60018	Flagging	\$ 44,682.75	1.08%
J.A.C.K CONTRACTIONS SERVICES	1853 E. Steger Road Crete, IL 60417	subcontractor	\$ 69,550.50	1.69%
MAINTENANCE COATINGS	543 Woodbury street, South Elgin, IL 60177	subcontractor	\$ 202,766.75	4.92%
FIVE START HAULING	4737 138th Place, Crestwood, IL 60418	Trucking Jobsite material Hauling (Milling, Paving, Patching, Etc.)	\$ 38,579.59	0.94%
TOTAL COMMITTED DOLLARS			WBE TO DATE	
			WBE Dollars Required 10%	\$ 412,400.25
			Contract Value	\$ 4,124,002.47
			Total to date	\$ 355,580.59
			New contract total	\$ 4,124,002.47
			Current WBE%	8.62%
			under/run on WBE	\$ (56,819.66)

Lost \$32,000.00 non ability to preform the work

\$36,808 of WBE Items were removed from the contract.

Notes

Loss of L&B: \$32,000.00 due to inability to perform the work.
 Loss of Contract Work with J.A.C.K : \$36,808.00 due to removal of WBE items from the contract.
 Total Loss Out of K-Five's Control: \$68,808.00

Contract Adjustments:

Original Contract Value: \$3,885,158.74
 New Total Contract Value: \$4,274,004.47
 Contract Increase: \$238,845.73 (10%)
 Total Loss of WBE Work Out of K-Five's Control: \$92,692.37

Key Points:

The company lost significant revenue due to factors beyond its control, including the inability to perform certain work and the removal of WBE items from the contract. The contract value increased, but the increase in WBE dollars was minimal, leading to a substantial overall loss of WBE work. The total loss of WBE work out of the company's control exceeds the original contract value.



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

11/01/2024

To: Cook County Department of Transportation and Highways
69 W. Washington Street, Suite 2260
Chicago, IL 60602

RE: COOK COUNTY PROCUREMENT CONTRACT #2138-18642
CCHD SECTION: 20-PPRPS-00-PV
Route No: 167th Street – County Line to 104th Avenue Walker Road –
South of Apple Avenue to Main Street Wolf Road – Butterfield to St. Charles Road

Subject: WBE Shortfall

To Whom It May Concern,

I am writing to address the shortfall in Women-Owned Business Enterprise (WBE) participation for the Pavement Preservation & Rehabilitation Program - South 2021 (Contract No: 2138-18642). We at K-Five Construction Corporation sincerely apologize for this discrepancy and understand the importance of achieving WBE participation goals on all our projects.

Unforeseen Scope Changes

The project scope underwent significant modifications after the initial WBE goals were established. Unfortunately, these additions did not include elements suitable for WBE subcontractor involvement. Conversely, some planned elements that would have utilized WBE firms were either reduced or eliminated altogether due to the project adjustments.

Good Faith Efforts and Documentation

We made genuine attempts to mitigate the shortfall. We reclassified MBM Enterprises Inc. from a Minority-Owned Business Enterprise (MBE) to a WBE to fulfill a portion of the WBE requirement. Documentation verifying L&B Trucking's non-responsiveness for this contract, which prevented their planned participation, is attached for your reference. Additionally, Pan American will assume the role previously held by MBM Enterprises on the MBE side to compensate for their reclassification, ensuring continued MBE participation.

Impact of Scope Changes

L&B Trucking's failure to perform work valued at \$32,000 and the reduction in J.A.C.K.'s scope from \$106,358.50 to \$69,550.50 significantly impacted our ability to meet the WBE goals. This figure does not account for the additional project work that was not suitable for WBE subcontractor involvement the original contract value was \$3,885,158.74 and the new contract total is \$4,124,002.47 or an increase of \$238,843.73 which would increase our WBE goal another \$23,884.37. If these unforeseen circumstances hadn't occurred or

10% of the extra work was suitable for a WBE contractor, our total WBE participation would have reached \$449,017.12, translating to 11 % of the 10% goal of the revised contract value.

Commitment to WBE Participation and MBE Achievement

We are firmly committed to WBE participation and will continue to strive in achieving our WBE goals on future projects. It is important to note that while we fell short of the WBE goal on this project, we did achieve an average of \$88,349.82 in MBE participation.

Request for Understanding and Path Forward

We kindly request your understanding and forgiveness for this unintentional shortfall. We are currently exploring opportunities to find new WBE subcontractors.

In our ongoing commitment to WBE participation, we are actively seeking qualified WBE subcontractors for future projects and opportunities. We are utilizing several resources to identify potential partners, including:

The Illinois Unified Certification Program (IUCP): Searching the IUCP database for certified WBEs in Cook County, aligned with our industry needs.

National Women Business Owners (NAWBO) Chicago Chapter: Exploring the NAWBO Chicago Chapter directory to connect with local WBE firms.

Women's Business Development Center (WBDC) Chicago: Investigating resources and networking opportunities offered by the WBDC Chicago specifically for WBEs.

Cook County Department of Procurement and Business Services (PABS): Attending any relevant outreach events or workshops hosted by PABS that connect with WBEs.

Local Construction Industry Associations: Reaching out to construction industry associations in Cook County, such as the Chicago chapter of Associated General Contractors of America (AGC), to inquire about WBE outreach programs or events.

We kindly request your understanding and forgiveness for this unintentional shortfall. We are confident that our proactive efforts to identify new WBE subcontractors will ensure we meet or exceed WBE participation goals in future projects.

Thank you for your time and consideration. We welcome the opportunity to discuss this further at your earliest convenience.

Sincerely,

William Koehler



K-Five Construction Corporation

L&B Trucking Inc.

4439 Wenonah ,Stickney, IL. 60402

Cell: 708-516-2042

FAX: 708-749-1792

Maria Martinez maria@lbtrucking.com

10/24/2022

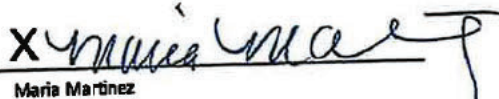
To: Cook County Department of Transportation and Highways
69 W. Washington Street, Suite 2260
Chicago, IL 60602

RE: COOK COUNTY PROCUREMENT CONTRACT #2138-18642
CCHD SECTION: 20-PPRPS-00-PV
Route No: 167th Street – County Line to 104th Avenue Walker Road –
South of Apple Avenue to Main Street Wolf Road – Butterfield to St. Charles Road

Subject: L & B trucking

To Whom It May Concern,

L&B Trucking Inc. was not able to supply K-Five trucking for the Cook County South job. We have made a good faith effort; and despite that effort, we have fallen short due to some unforeseen circumstances. Thank you for your consideration.


Maria Martinez

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: L&B Trucking, Inc

Certifying Agency: City of Chicago

Contract Person: Maria Martinez

Certification Expiration Date: 10/15/2025

Address: 4439 Wenonah

Ethnicity: Hispanic

City/State: Stickney Zip: 60402

Bld/Proposal/Contract #: 2138-18642

Phone: 708-516-2042 Fax: 708-749-1795

FEIN #: 90-0154002

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

No Yes - Please attach explanation. Proposed Subcontractor(s): _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above-named Project/Contract: (If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

Trucking & disposal of items to be removed: Picking up & trucking of various aggregates

Indicate the Dollar Amount, Percentage, and the Terms of Payment for the above-described Commodities/Services:

\$32,000.00, 0.5%

THE UNDERSIGNED PARTIES AGREE that this letter of intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE Firm for the above work. The undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.

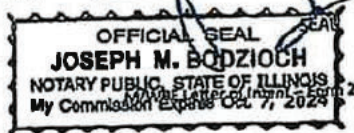
Maria Martinez
Signature (M/WBE)

Maria Martinez
Print Name

L&B Trucking Inc
Firm Name

7/28/2021
Date

Subscribed and sworn before me
this 28 day of July, 2021.
Notary Public _____



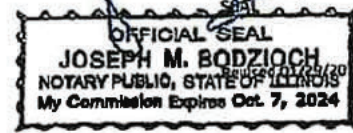
[Signature]
Signature (Prime Bidder/Proposer)

Robert G. Krzy
Print Name

K-Five Construction Corp.
Firm Name

7-27-21
Date

Subscribed and sworn before me
this 27 day of July, 2021.
Notary Public _____



Business & Contact Information

BUSINESS NAME	L&B Trucking, Inc.
OWNER	Ms. Maria Martinez
ADDRESS	4439 Wenonah Avenue Stickney, IL 60402-4330 Map This Address
PHONE	708-516-2042
FAX	708-749-1792
EMAIL	maria@lstrucking.com
ETHNICITY	Hispanic/Latino

Certification Information

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	WBE - Women Business Enterprise
CERTIFICATION DATE	11/5/2020
RENEWAL DATE	10/15/2021
EXPIRATION DATE	10/15/2025
CERTIFIED BUSINESS DESCRIPTION	NAICS 484110 Trucking, general freight, local NAICS 484220 Dump trucking (e.g., gravel, sand, top soil) NAICS 484220 Flatbed trucking, local NAICS 484220 Gravel hauling, local NAICS 484220 Sand hauling, local NAICS 484220 Top-soil hauling, local NAICS 484220 Trucking, specialized freight (except used goods), local

Commodity Codes

Code	Description
NAICS 484110	Trucking, general freight, local
NAICS 484220	Dump trucking (e.g., gravel, sand, top-soil)
NAICS 484220	Flatbed trucking, local
NAICS 484220	Gravel hauling, local
NAICS 484220	Sand hauling, local

NAICS 484220

Top-soil hauling, local

NAICS 484220

Trucking, specialized freight (except used goods), local

Additional Information

QUALIFIED INVESTMENT AREA

No

Business & Contact Information

BUSINESS NAME **Alzate, Inc.**
OWNER **Mr. Bernardo A. Alzate**
ADDRESS **5132 West Lunt
Skokie, IL 60077-3453 [\[map\]](#)**
PHONE **847-417-9029**
FAX **847-674-3256**
EMAIL **alzate_bernardo@yahoo.com**
ETHNICITY **Hispanic/Latino**

Certification Information

CERTIFYING AGENCY **City of Chicago**
CERTIFICATION TYPE **MBE - Minority Business Enterprise**
CERTIFICATION DATE **4/12/2022**
RENEWAL DATE **4/1/2023**
EXPIRATION DATE **3/1/2025**
CERTIFIED BUSINESS DESCRIPTION **NAICS 484110 General freight trucking, local**

Commodity Codes

Code	Description
NAICS 484110	General freight trucking, local

Additional Information

WARD **N/A**
COMMUNITY AREA **N/A**

MBE/WBE LETTER OF INTENT - FORM 2

MWBE Firm: ALZATE INC

Certifying Agency: CITY OF CHICAGO

Contact Person: BERNARDO

Certification Expiration Date: 3/1/2025

Address: 5132 W. LUNT AVE

Ethnicity: HISPANIC

City/State: SKOKIE IL Zip: 60077

Bld/Proposal/Contract #: 2138-18642

Phone: 847-4179029 Fax: 847-6743256

FEIN #: 26-4688031

Email: alzate_bernardo@yahoo.com

Participation: Direct Indirect

Will the MWBE firm be subcontracting any of the goods or services of this contract to another firm?

No Yes -- Please attach explanation. Proposed Subcontractor(s): _____

The undersigned MWBE is prepared to provide the following Commodities/Services for the above named Project/ Contract (If more space is needed to fully describe MWBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

Material Handling
5,712.05 0.14%

Indicate the Dollar Amount, Percentage, and the Terms of Payment for the above-described Commodities/ Services:

\$ 5,712.05 0.14% Net 30

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

[Signature]
Signature (MWBE)

[Signature]
Signature (Prime Bidder/Proposer)

BERNARDO A. ALZATE
Print Name

Robert G. Krug
Print Name

ALZATE INC
Firm Name

K-Five Construction Corporation
Firm Name

1/9/25
Date

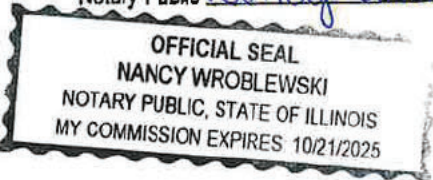
1-9-2025
Date

Subscribed and sworn before me
this 9 day of January, 2025

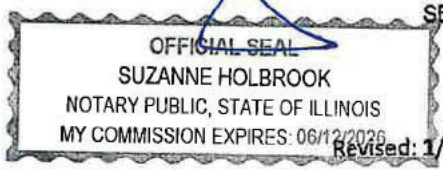
Subscribed and sworn before me
this 9 day of January, 2025

Notary Public Nancy Wroblewski

Notary Public Suzanne Holbrook



SEAL



SEAL

Revised: 1/29/14

K-Five Construction Corp
Job #21082
Plant Aggregate Hauling

Vendor	Haul Route	Invoice #	Invoice Total
Alzate Trucking Inc.	Vulcan McCook to Hodgkins Plant	053659	\$ 5,712.05
			<u>\$ 5,712.05</u>

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Truck King Hauling Contractors, Inc Certifying Agency: City of Chicago
Contact Person: Jesus Sauzamede, JR Certification Expiration Date: 9/15/2025
Address: 4600 W 48th St Ethnicity: Hispanic
City/State: Chicago, IL Zip: 60632 Bid/Proposal/Contract #: 2138-18642
Phone: (773)847-6000 Fax: (773)847-8714 FEIN #: 35-2171330

Email: _____

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

No Yes – Please attach explanation. Proposed Subcontractor(s): _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

Material Hauling/Trucking

Indicate the **Dollar Amount**, **Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:
\$39,153.43 0.95% Net 30

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

[Signature]
Signature (M/WBE)

Jesus Sauzamede, JR
Print Name

Truck King Hauling Contractors, Inc
Firm Name

12/12/2024
Date

Subscribed and sworn before me
this 13 day of December, 2024
Notary Public [Signature]

[Signature]
Signature (Prime Bidder/Proposer)

Robert G. Krug
Print Name

K-Five Construction Corporation
Firm Name

12/12/2024
Date

Subscribed and sworn before me
this 8 day of January, 2025
Notary Public Nancy Wroblewski



Business & Contact Information

BUSINESS NAME	Truck King Hauling Contractors, Inc.	
OWNER	Mr. Jesus Sauzamede, Jr	Map This Address
ADDRESS	4600 W. 48th Street Chicago, IL 60632	
PHONE	773-847-6000	
FAX	773-847-6714	
EMAIL	jsauzamede@tkhcinc.com	
ETHNICITY	Hispanic/Latino	

Certification Information

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	MBE - Minority Business Enterprise
CERTIFICATION DATE	9/23/2020
RENEWAL DATE	9/15/2021
EXPIRATION DATE	9/15/2025
CERTIFIED BUSINESS DESCRIPTION	NAICS 484220 Dump trucking (e.g., gravel, sand, top soil)

Commodity Codes

Code	Description
NAICS 484220	Dump trucking (e.g., gravel, sand, top-soil)

Additional Information

WARD	14
COMMUNITY AREA	56 Garfield Ridge

K-Five Construction Corp
Job #21082
Plant Aggregate Hauling

Vendor	Haul Route	Invoice #	Invoice Total
Truck King Hauling Contractors Inc.	Hanson Thornton to Markham Plant	221611 \$	17,414.26
Truck King Hauling Contractors Inc.	Hanson Thornton to Markham Plant	221776 \$	480.55
Truck King Hauling Contractors Inc.	Hanson Thornton to Markham Plant	221724 \$	7,882.19
Truck King Hauling Contractors Inc.	Hanson Federal to Elmhurst Plant	223239 \$	1,087.65
Truck King Hauling Contractors Inc.	Hanson Federal to Elmhurst Plant	222748 \$	4,087.66
Truck King Hauling Contractors Inc.	Hanson Federal to Elmhurst Plant	223172 \$	3,698.10
Truck King Hauling Contractors Inc.	Hanson Federal to Elmhurst Plant	223171 \$	4,503.02
			<hr/>
			\$ 39,153.43

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: H 2 Construction Company

Certifying Agency: City of Chicago

Contact Person: Lawrence Harmon JR

Certification Expiration Date: 4/15/2025

Address: 1800 Desplaines Ave, Suite 107

Ethnicity: African American

City/State: Forest Park, IL Zip: 60130

Bid/Proposal/Contract #: 2138-18642

Phone: (773)261-6380 Fax: _____

FEIN #: 26-0474153

Email: _____

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

No Yes - Please attach explanation. Proposed Subcontractor(s): _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

Material Hauling

Indicate the Dollar Amount, Percentage, and the Terms of Payment for the above-described Commodities/ Services:
\$13,365.77 0.32% Net 30

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Lawrence Harmon JR
Signature (M/WBE)

Robert G. Krug
Signature (Prime Bidder/Proposer)

Lawrence Harmon JR
Print Name

Robert G. Krug
Print Name

H 2 Construction Company
Firm Name

K-Five Construction Corporation
Firm Name

12/12/2024
Date

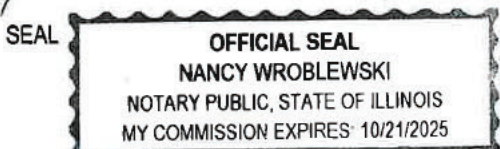
12/12/2024
Date

Subscribed and sworn before me
this 14 day of December, 2024.

Subscribed and sworn before me
this 8 day of January, 2025.

Notary Public Skyler C Matthews

Notary Public Nancy Wroblewski



SEAL

K-Five Construction Corp
Job #21082
Plant Aggregate Hauling

Vendor
H2 Construction Company

Haul Route
Hanson Federal to Elmhurst Plant

Invoice # 3556 \$
Invoice Total 13,365.77

\$ 13,365.77

Business & Contact Information

BUSINESS NAME **H 2 CONSTRUCTION COMPANY**

OWNER **Lawrence Harmon, Jr.**

ADDRESS **1800 Des Plaines
Suite 107
Forest Park, IL 60130**

PHONE **773-261-6380**

EMAIL **JR@H2-CC.COM**

ETHNICITY **African American**

[Map This Address](#)

Certification Information

CERTIFYING AGENCY **City of Chicago**

CERTIFICATION TYPE **MBE - Minority Business Enterprise**

CERTIFICATION DATE **3/10/2021**

RENEWAL DATE **4/15/2022**

EXPIRATION DATE **4/15/2025**

CERTIFIED BUSINESS DESCRIPTION **NAICS 484220 Dump trucking (e.g., gravel, sand, top soil)
NAICS 484220 Top-soil hauling, local**

Commodity Codes

Code	Description
NAICS 484220	Dump trucking (e.g., gravel, sand, top-soil)
NAICS 484220	Top-soil hauling, local

Additional Information

WARD **N/A**

COMMUNITY AREA **N/A**

QUALIFIED INVESTMENT AREA **N/A**

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Argo Construction LLC

Certifying Agency: CDOT

Contact Person: Alfonso Arrambide

Certification Expiration Date: 5/15/23

Address: 13655 Main St

Ethnicity: Hispanic

City/State: Lemont, IL Zip: 60435

Bid/Proposal/Contract #: 2138-18642

Phone: (312)989-6291 Fax: _____

FEIN #: 82-2065700

Email: _____

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

No Yes – Please attach explanation. Proposed Subcontractor(s): _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (if more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

Inlet filters, frame & lid adjustments

Indicate the **Dollar Amount**, **Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:
\$150,292.00 3.64% Pay when Paid

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Alfonso Arrambide
Signature (M/WBE)

Robert G. Krug
Signature (Prime Bidder/Proposer)

Alfonso Arrambide
Print Name

Robert G. Krug
Print Name

Argo Construction LLC
Firm Name

K-Five Construction Corporation
Firm Name

12/12/2024
Date

12/12/2024
Date

Subscribed and sworn before me
this 12th day of December, 2024

Subscribed and sworn before me
this 8 day of January, 2025

Notary Public Angelo Simonelli

Notary Public Nancy Wroblewski



SEAL

Business & Contact Information

BUSINESS NAME **Argo Construction, LLC**

OWNER **Mr Alfonso Arrambide** [Map This Address](#)

ADDRESS **13655 Main Street, Suite #2
Lemont, IL 60439-9168**

PHONE **630-272-8199**

EMAIL **pgao@argoconstructionllc.com**

ETHNICITY **Hispanic/Latino**

Certification Information

CERTIFYING AGENCY **City of Chicago**

CERTIFICATION TYPE **MBE - Minority Business Enterprise**

CERTIFICATION DATE **3/16/2021**

RENEWAL DATE **5/15/2022**

EXPIRATION DATE **5/15/2023**

CERTIFIED BUSINESS DESCRIPTION **238110 Poured Concrete Foundation and Structure Contractors
237310 Highway, Street, and Bridge Construction
237110 Water and Sewer Line and Related Structures Construction**

Commodity Codes

Code	Description
NAICS 237110	Water and Sewer Line and Related Structures Construction
NAICS 237310	Highway, Street, and Bridge Construction
NAICS 238110	Poured Concrete Foundation and Structure Contractors

Additional Information

WARD **N/A**

COMMUNITY AREA **N/A**

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Cardinal State, LLC Certifying Agency: City of Chicago
Contact Person: Roger Wiese Certification Expiration Date: 12/01/2022
Address: 1719 Spring Creek Rd Ethnicity: Asian
City/State: Barrington Hills Zip: 60010 Bid/Proposal/Contract #: 2138-18642
Phone: (630)320-9257 Fax: _____ FEIN #: 45-5419613
Email: _____

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

No Yes - Please attach explanation. Proposed Subcontractor(s): _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (if more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

See Attached

Indicate the Dollar Amount, Percentage, and the Terms of Payment for the above-described Commodities/ Services:
\$55,221.84 1.39% big when paid

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service, Supply and Fee/Cost were completed.

Signature (M/WBE)

Roger Wiese
Print Name

Cardinal State, LLC
Firm Name

12/12/2024
Date

Subscribed and sworn before me

this 12 day of December, 2024.

Notary Public Ryan Brant

Signature (Prime Bidder/Proposer)

Robert G. Krug
Print Name

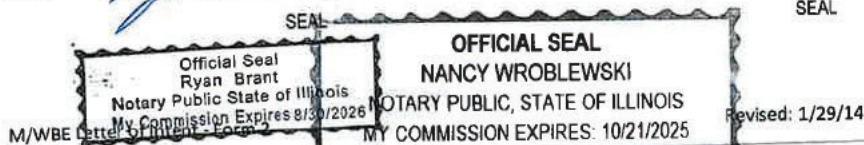
K-Five Construction Corporation
Firm Name

12/12/2024
Date

Subscribed and sworn before me

this 8 day of January, 2025.

Notary Public Nancy Wroblewski



Certified Profile

Business & Contact Information

BUSINESS NAME Cardinal State LLC
OWNER Mr. Roger Wiese
ADDRESS 1719 Spring Creek Road
IL
Barrington Hills, IL 60010
PHONE 630-320-9257
FAX 630-326-8142
EMAIL rogerw@cardinalstatellc.com
ETHNICITY Asian American

[Map This Address](#)

Certification Information

CERTIFYING AGENCY City of Chicago
CERTIFICATION TYPE MBE - Minority Business Enterprise
CERTIFICATION DATE 3/29/2021
RENEWAL DATE 12/1/2021
EXPIRATION DATE 12/1/2022
CERTIFIED BUSINESS DESCRIPTION NAICS 238110 Poured Concrete Foundation and Structure Contractors (More)
NAICS 238910 Site Preparation Contractors (More)
NAICS 561730 Landscaping Services (More)
NAICS 562910 Remediation Services (More)

Commodity Codes

Code	Description
NAICS 238110	Poured Concrete Foundation and Structure Contractors
NAICS 238910	Site Preparation Contractors
NAICS 561730	Landscaping Services
NAICS 562910	Remediation Services

Additional Information

WARD	N/A
COMMUNITY AREA	N/A
QUALIFIED INVESTMENT AREA	N/A

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Panamerican Construction Company, Inc Certifying Agency: City of Chicago
Contact Person: Angel Garcia Certification Expiration Date: 1/15/2023
Address: 1517 S Kolmar Ethnicity: Hispanic
City/State: Chicago, IL Zip: 60623 Bid/Proposal/Contract #: 2138-18642
Phone: (773)762-6160 Fax: (773)762-3999 FEIN #: 36-3879469

Email: _____

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

No Yes – Please attach explanation. Proposed Subcontractor(s): _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: *(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)*

Miscellaneous Concrete, Curb and Gutter, Sidewalk, Pavement Patching

Indicate the **Dollar Amount**, **Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:
\$484,614.04 11.75% Pay When Paid

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

[Signature]
Signature (M/WBE)

Angel Garcia
Print Name

Panamerican Construction Company, Inc
Firm Name

12/12/2024
Date

Subscribed and sworn before me
this 8 day of January, 2025.

Notary Public Nancy Wroblewski

[Signature]
Signature (Prime Bidder/Proposer)

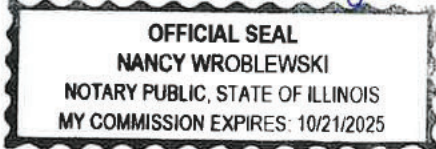
Robert G. Krug
Print Name

K-Five Construction Corporation
Firm Name

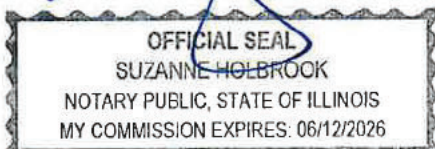
12/12/2024
Date

Subscribed and sworn before me
this 8 day of January, 2025.

Notary Public Suzanne Holbrook



SEAL



SEAL

Business & Contact Information

BUSINESS NAME	Pan American Construction Company, Inc.	
OWNER	Angel Garcia	
ADDRESS	1517 S. Kolmar Ave Chicago, IL 60623	Map This Address
PHONE	773-762-6160	
FAX	773-762-3999	
EMAIL	agarcia@panamericanconstruction.com	
ETHNICITY	Hispanic/Latino	

Certification Information

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	MBE - Minority Business Enterprise
CERTIFICATION DATE	11/27/2020
RENEWAL DATE	1/15/2022
EXPIRATION DATE	1/15/2023
CERTIFIED BUSINESS DESCRIPTION	NAICS 236220 Commercial building construction general contractors NAICS 237110 Water and Sewer Line and Related Structures Construction NAICS 237310 Asphalt paving (i.e., highway, road, street, public sidewalk) NAICS 237310 Highway, Street, and Bridge Construction NAICS 238110 Poured Concrete Foundation and Structure Contractors NAICS 238910 Site Preparation Contractors NAICS 441320 Tire dealers, automotive NAICS 484110 Trucking, general freight, local NAICS 484220 Dump trucking (e.g., gravel, sand, top-soil) NAICS 561730 Landscaping service

Commodity Codes

Code	Description
NAICS 236220	Commercial building construction general contractors
NAICS 237110	Water and Sewer Line and Related Structures Construction
NAICS 237310	Asphalt paving (i.e., highway, road, street, public sidewalk)
NAICS 237310	Highway, Street, and Bridge Construction

NAICS 238110	Poured Concrete Foundation and Structure Contractors
NAICS 238910	Site Preparation Contractors
NAICS 441320	Tire dealers, automotive
NAICS 484110	Trucking, general freight, local
NAICS 484220	Dump trucking (e.g., gravel, sand, top-soil)
NAICS 561730	Landscaping services (except planning)

Additional Information

WARD	24
COMMUNITY AREA	29 North Lawndale
QUALIFIED INVESTMENT AREA	Yes

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Precision Pavement Markings, Inc.

Certifying Agency: BEP

Contact Person: Billy J. Salazar

Certification Expiration Date: 5/17/2022

Address: 1220 Bell Court

Ethnicity: Hispanic

City/State: Pingree Grove, IL Zip: 60140

Bid/Proposal/Contract #: 2138-18642

Phone: (847)931-9092 Fax: (847)637-0867

FEIN #: 24-4688031

Email: _____

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

No Yes - Please attach explanation. Proposed Subcontractor(s): _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (if more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

Modified urethane pavement markings & recessed reflective pavement markers (HMA)

Indicate the **Dollar Amount**, **Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:
\$93,331.95 2.26% Pay when paid

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.

Billy J. Salazar
Signature (M/WBE)

Robert G. Krug
Signature (Prime Bidder/Proposer)

Billy J. Salazar
Print Name

Robert G. Krug
Print Name

Precision Pavement Markings, Inc.
Firm Name

K-Five Construction
Firm Name

1/9/2024
Date

1/9/2024
Date

Subscribed and sworn before me

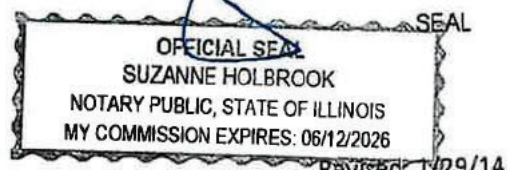
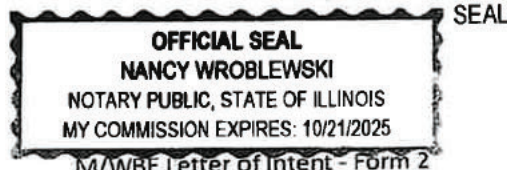
Subscribed and sworn before me

this 9 day of January, 2025.

this 9 day of January, 2025

Notary Public Nancy Wroblewski

Notary Public Suzanne Holbrook



Certification Term Expires: May 17, 2022

BILLY SALAZAR
Precision Pavement Markings, Inc.
1220 Bell Court
Pingree Grove, IL 60140

Re: Minority Business Enterprise (MBE)

Dear BILLY SALAZAR:

Congratulations! After reviewing the information that you supplied, we are pleased to inform you that your firm has been granted certification as a Minority Business Enterprise (MBE) under the Business Enterprise Program (BEP) for Minorities, Females, and Persons with Disabilities.

This certification is in effect with the State of Illinois until the date specified above. Please note that you have been granted certification under the Recognition Application because you are certified with one of our partner organizations and, as such, must recertify each year.

At least 15 days prior to the anniversary date of your certification, you will be notified by BEP through email to update your certification as a condition of continued certification. It is your responsibility to ensure that the contact email address listed in the system is accurate and up to date and that the email account is checked regularly so that you do not miss any important notifications. In addition, should any changes occur in ownership and/or control of the business, in the business' certification status with the partner organization, or other changes affecting the firm's operations, you are required to notify BEP within two weeks. Failure to notify our office of changes will result in decertification of your firm.

Your firm's name will appear in the State's Directory as a certified vendor with the Business Enterprise Program in the specialty area(s) of:

NIGP 91313: CONSTRUCTION, BRIDGE AND DRAWBRIDGE, INCLUDING RECONSTRUCTION AND REHABILITATION
NIGP 91461: PAINTING AND WALLPAPERING

Your firm will only show up in the database of BEP-certified vendors under the NIGP codes listed above, so PLEASE REVIEW THE LIST CAREFULLY TO ENSURE THAT ALL RELEVANT NIGP CODES ARE INCLUDED.

Also, please be advised that this certification does not guarantee you will receive a State contract. Please visit the Vendor Registration page on www.opportunities.illinois.gov and be sure to register with each of the Procurement Bulletins listed so that you are notified of upcoming solicitations in your NIGP codes. Certification with the Business Enterprise Program does not ensure you receive notifications; you must also register with the Procurement Bulletins.

Thank you for your participation in the Business Enterprise Program. We welcome your participation and wish you continued success.

Nicole N. Mandeville
Associate Deputy Director
State of Illinois Department of Central Management Services
Phone: (312) 814-5628
Email: Nicole.Mandeville2@illinois.gov

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: MBM Enterprises Inc

Certifying Agency: City of Chicago

Contact Person: Manlyn Broady

Certification Expiration Date: 8/15/2024

Address: 5600 N River Rd #800-38

Ethnicity: African American

City/State: Rosemont Zip: 60018

Bid/Proposal/Contract #: 2138-18642

Phone: (773)651-7448 Fax: _____

FEIN #: 36-4404861

Email: marilynbroady@mbmsafety.com

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

No Yes - Please attach explanation. Proposed Subcontractor(s): _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

Construction safety - Traffic control flaggers

Indicate the **Dollar Amount**, **Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:
\$44,683.75 1.08% Net 30

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Marilyn Broady
Signature (M/WBE)

Robert G. Krug
Signature (Prime Bidder/Proposer)

Manlyn Broady
Print Name

Robert G. Krug
Print Name

MBM Enterprises Inc
Firm Name

K-Five Construction Corporation
Firm Name

12/24/2024
Date

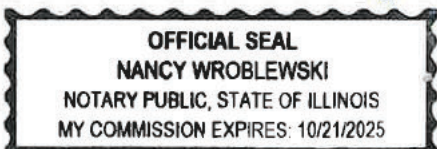
12/24/2024
Date

Subscribed and sworn before me
this 8 day of January, 2025.

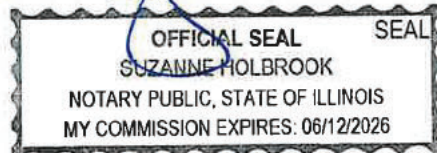
Subscribed and sworn before me
this 8 day of January, 2025.

Notary Public Nancy Wroblewski

Notary Public Suzanne Holbrook



SEAL



Certified Profile

Business & Contact Information

BUSINESS NAME **MBM Enterprises, Inc., DBA MBM Safety Consultants**

OWNER **Marilyn Broady** [Map This Address](#)

ADDRESS **5600 N River Rd
Suite 800 - 38
Rosemont, IL 60018-5166**

PHONE **773-651-7448**

FAX **866-651-2234**

EMAIL **mbmsafety@att.net**

ETHNICITY **African American**

Certification Information

CERTIFYING AGENCY **City of Chicago**

CERTIFICATION TYPE **MBE - Minority Business Enterprise**

CERTIFICATION DATE **6/9/2021**

RENEWAL DATE **8/15/2022**

EXPIRATION DATE **8/15/2024**

CERTIFIED BUSINESS DESCRIPTION **NAICS 541690 Safety consulting services
NAICS 561990 Flagging (i.e., traffic control) services**

Commodity Codes

Code	Description
NAICS 541690	Safety consulting services
NAICS 561990	Flagging (i.e., traffic control) services

Additional Information

WARD **N/A**

COMMUNITY AREA **N/A**

QUALIFIED INVESTMENT AREA

N/A

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Truck King Hauling Contractors, Inc

Certifying Agency: City of Chicago

Contact Person: Jesus Sauzamede, JR

Certification Expiration Date: 9/15/2025

Address: 4600 W 48th St

Ethnicity: Hispanic

City/State: Chicago, IL Zip: 60632

Bid/Proposal/Contract #: 2138-18642

Phone: (773)847-6000 Fax: (773)847-8714

FEIN #: 35-2171330

Email: _____

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

No Yes - Please attach explanation. Proposed Subcontractor(s): _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

Material Hauling/Trucking

Indicate the Dollar Amount, Percentage, and the Terms of Payment for the above-described Commodities/ Services:
122,615.74 2.97% Net 30

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

[Signature]
Signature (M/WBE)

[Signature]
Signature (Prime Bidder/Proposer)

Jesus Sauzamede, JR
Print Name

Robert G. Krug
Print Name

Truck King Hauling Contractors, Inc
Firm Name

K-Five Construction Corporation
Firm Name

12/12/2024
Date

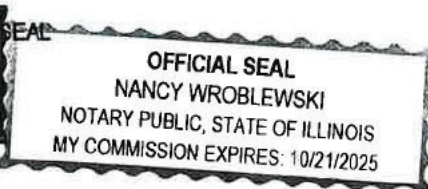
12/12/2024
Date

Subscribed and sworn before me
this 13 day of December, 2024.

Subscribed and sworn before me
this 8 day of January, 2025.

Notary Public [Signature]

Notary Public Nancy Wroblewski



SEAL

Certified Profile

Business & Contact Information

BUSINESS NAME	Truck King Hauling Contractors, Inc.	
OWNER	Mr. Jesus Sauzamede, Jr	Map This Address
ADDRESS	4600 W. 48th Street Chicago, IL 60632	
PHONE	773-847-6000	
FAX	773-847-6714	
EMAIL	jsauzamede@tkhcinc.com	
ETHNICITY	Hispanic/Latino	

Certification Information

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	MBE - Minority Business Enterprise
CERTIFICATION DATE	9/23/2020
RENEWAL DATE	9/15/2021
EXPIRATION DATE	9/15/2025
CERTIFIED BUSINESS DESCRIPTION	NAICS 484220 Dump trucking (e.g., gravel, sand, top soil)

Commodity Codes

Code	Description
NAICS 484220	Dump trucking (e.g., gravel, sand, top-soil)

Additional Information

WARD	14
COMMUNITY AREA	56 Garfield Ridge

DBE LETTER OF INTENT - FORM 2

DBE Firm: Walls Trucking Inc

Certifying Agency: FDOT

Contact Person: Jason E. Parsons

Certification Expiration Date: 5-1-2025

Address: 3606 N. LUNA Ave

Ethnicity: Hispanic

City/State: Chicago IL Zip: 60641

Bid/Proposal/Contract #: 2138-18642

Phone: 773-986-9700 Fax: 773-657-3737

FEIN #: 26-8767144

Email: walls4244@gmail.com

Participation: Direct Indirect

Will the DBE firm be subcontracting any of the goods or services of this contract to another firm?

No Yes - Please attach explanation. Proposed Subcontractor(s): _____

The undersigned DBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (If more space is needed to fully describe DBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

Trucking 113,803.59 2.76%

Indicate the **Dollar Amount**, **Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:

113,803.59 2.76% Net 30

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a DBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

[Signature]
Signature (DBE)

[Signature]
Signature (Prime Bidder/Proposer)

Jason E. Parsons
Print Name

Robert G. King
Print Name

Walls Trucking Inc
Firm Name

K-Five Construction Corporation
Firm Name

10-15-2024
Date

12-12-25
Date

Subscribed and sworn before me
this 15 day of October, 2024.

Subscribed and sworn before me
this 8 day of January, 2025.

Notary Public Roxana C Ocasio Paredes

Notary Public Nancy Wroblewski



SEAL



SEAL

Certified Profile

Business & Contact Information

BUSINESS NAME	Walls Trucking, Inc.	
OWNER	Mr. Jason Edrei Paredes	Map This Address
ADDRESS	3606 N. Luna Chicago, IL 60641	
PHONE	773-986-9700	
FAX	773-657-3731	
EMAIL	walls4244@gmail.com	
ETHNICITY	Hispanic/Latino	

Certification Information

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	MBE - Minority Business Enterprise
CERTIFICATION DATE	10/13/2020
RENEWAL DATE	10/1/2021
EXPIRATION DATE	10/1/2025
CERTIFIED BUSINESS DESCRIPTION	NAICS 484110 General freight trucking, local

Commodity Codes

Code	Description
NAICS 484110	General freight trucking, local

Additional Information

WARD	36
COMMUNITY AREA	15 Portage Park

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: J.A.C.K. Contractor Services Inc

Certifying Agency: City of Chicago

Contact Person: Cindy Gustafson

Certification Expiration Date: 04/15/2023

Address: 1853 E Steger Rd

Ethnicity: Caucasian

City/State: Crete, IL Zip: 60417

Bid/Proposal/Contract #: 2138-18642

Phone: (708)443-5563 Fax: _____

FEIN #: 35-2260600

Email: cgustafson@jackcsi.com

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

No Yes - Please attach explanation. Proposed Subcontractor(s): _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: *(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)*

Clean pipe and drainage structures.

Indicate the **Dollar Amount**, **Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:

\$69,550.50 1.69% Pay when Paid

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

[Signature]
Signature (M/WBE)

[Signature]
Signature (Prime Bidder/Proposer)

Cindy Gustafson
Print Name

Robert G. Krug
Print Name

J.A.C.K Contractor Services Inc
Firm Name

K-Five Construction Corporation
Firm Name

12/12/2024
Date

12/12/2024
Date

Subscribed and sworn before me
OFFICIAL SEAL
this 12 day of December, 2024.
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES MARCH 02, 2028
Notary Public [Signature]

Subscribed and sworn before me
this 8 day of January, 2025
Notary Public Nancy Wroblewski

SEAL OFFICIAL SEAL NANCY WROBLEWSKI NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES: 10/21/2025



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

APR 26 2018

Cindy D. Gustafson
J.A.C.K. Contractor Services, Inc.
1853 E. Steger Rd.
Crete, IL 60417

Dear Cindy D. Gustafson:

We are pleased to inform you that **J.A.C.K. Contractor Services, Inc.** has been recertified as a **Women-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This **WBE** certification is valid until **4/15/2023**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **4/15/2019, 4/15/2020, 4/15/2021, and 4/15/2022**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **4/15/2023**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **2/15/2023**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a WBE if you fail to:

- File your annual No-Change Affidavit within the required time period;

121 NORTH LASALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602

Handwritten initials/signature

- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s):

- 237110 - Construction management, water and sewer line
- 237110 - Pumping station, water and sewage system, construction
- 237110 - Utility line (i.e., sewer, water), construction
- 237310 - Construction management, highway, road, street and bridge
- 238910 - Excavation contractors
- 238910 - Hydrodemolition (i.e., demolition with pressurized water) contractors
- 238910 - Trenching (except underwater)
- 541330 - Construction engineering services
- 562998 - Catch basin cleaning services
- 562998 - Sewer cleaning and rodding services
- 562998 - Sewer cleanout services
- 562998 - Storm basin cleanout services

Your firm's participation on City contracts will be credited only toward **Women-Owned Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

APR 26 2010

Page 3 of 3

J.A.C.K. Contractor Services, Inc.

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,

A handwritten signature in black ink, appearing to read "Rich Butler", with a long, sweeping flourish extending to the right.

Rich Butler
First Deputy Procurement Officer
RB/lj

DBE LETTER OF INTENT - FORM 2

DBE Firm: Maintenance Coatings Company

Certifying Agency: City of Chicago

Contact Person: Julie Wrightsman

Certification Expiration Date: 04/01/2025

Address: 543 Woodbury Street

Ethnicity: Caucasian

City/State: South Elgin, IL Zip: 60177

Bid/Proposal/Contract #: 2138-18642

Phone: 847-622-0020 Fax: _____

FEIN #: 36-2379228

Email: julie@maintenancecoatings.com

Participation: [] Direct [] Indirect

Will the DBE firm be subcontracting any of the goods or services of this contract to another firm?

No [] Yes – Please attach explanation. Proposed Subcontractor(s): _____

The undersigned DBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: *(If more space is needed to fully describe DBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)*

Pavement marking

Traffic control & protection

Indicate the **Dollar Amount**, **Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:

\$ 202,766.75 4.92% *Pay When Paid*

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a DBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Julie A. Wrightsman
Signature (DBE)

Robert G. Krug
Signature (Prime Bidder/Proposer)

Julie Wrightsman
Print Name

Robert G. Krug
Print Name

Maintenance Coatings Company
Firm Name

K-Five Construction Corporation
Firm Name

10/15/2024
Date

12-12-25
Date

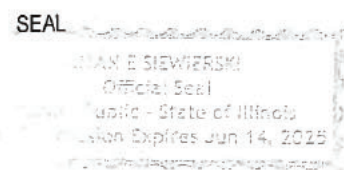
Subscribed and sworn before me
this 15th day of October, 2024.

Subscribed and sworn before me
this 8 day of January, 2025.

Notary Public [Signature]

Notary Public Nancy Wroblewski

[Handwritten signature of Notary Public]



Business & Contact Information

BUSINESS NAME	Maintenance Coatings Co.	
OWNER	Julie Ann Wrightsman	Map This Address
ADDRESS	543 Woodbury St South Elgin, IL 60177	
PHONE	847-622-0020	
FAX	847-622-1087	
EMAIL	julie@maintenancecoatings.com	
ETHNICITY	Caucasian	

Certification Information

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	WBE - Women Business Enterprise
CERTIFICATION DATE	5/21/2021
RENEWAL DATE	4/1/2022
EXPIRATION DATE	4/1/2025
CERTIFIED BUSINESS DESCRIPTION	NAICS Code(s): 237310 - Pavement Marking Services: Painting, Raised; Epoxy; Signing; Thermoplastic Hand; Preformed Plastic Pavement; Temporary Wall Barrier Installation 561990 - Flagging (i.e., traffic control) Services

Commodity Codes

Code	Description
NAICS 237310	Airport runway line painting (e.g., striping)
NAICS 237310	Painting lines on highways, streets and bridges
NAICS 237310	Painting traffic lanes or parking lots
NAICS 237310	Parking lot marking and line painting
NAICS 561990	Flagging (i.e., traffic control) services

Additional Information

WARD	N/A
COMMUNITY AREA	N/A
QUALIFIED INVESTMENT AREA	N/A

DBE LETTER OF INTENT - FORM 2

DBE Firm: Five Star Hauling Inc

Certifying Agency: Pace - ILDOT

Contact Person: Graciela Martinez

Certification Expiration Date: _____

Address: 14210 Kenton Avenue

Ethnicity: Hispanic

City/State: Crestwood, IL Zip: 60418

Bid/Proposal/Contract #: 2138-18642

Phone: 773-671-3136 Fax: 708-658-1549G

FEIN #: 46-4889015

Email: grace@fivestarring.com

Participation: Direct Indirect

Will the DBE firm be subcontracting any of the goods or services of this contract to another firm?

No Yes - Please attach explanation. Proposed Subcontractor(s): _____

The undersigned DBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (If more space is needed to fully describe DBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

Trucking / Hauling Services

38,579.59

0.94%

Indicate the Dollar Amount, Percentage, and the Terms of Payment for the above-described Commodities/ Services:

\$ 38,579.59

0.94%

Net 30

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a DBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (DBE)

Graciela Martinez

Print Name

Five Star Hauling Inc

Firm Name

10/14/2024

Date

Subscribed and sworn before me

this 14th day of October, 2024.

Notary Public Alexis Martinez

Signature (Prime Bidder/Proposer)

Robert G. Krug

Print Name

K-Five Construction Corporation

Firm Name

12/12/2024

Date

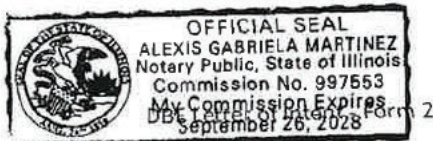
Subscribed and sworn before me

this 8 day of January, 2025.

Notary Public Nancy Wroblewski

SEAL

SEAL



Business & Contact Information

BUSINESS NAME	Five Star Hauling Inc.	
OWNER	Ms. Graciela Martinez	Map This Address
ADDRESS	4737 138th Pl Crestwood, IL 60418	
PHONE	773-671-3136	
FAX	708-658-1549	
EMAIL	grace@fivestarchauling.com	
ETHNICITY	Hispanic/Latino	

Certification Information

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	WBE - Women Business Enterprise
CERTIFICATION DATE	4/8/2021
RENEWAL DATE	5/31/2022
EXPIRATION DATE	5/31/2025
CERTIFIED BUSINESS DESCRIPTION	NAICS 484110 General freight trucking, local NAICS 484220 Specialized Freight (except Used Goods) Trucking, Local

Commodity Codes

Code	Description
NAICS 484110	General freight trucking, local
NAICS 484220	Specialized Freight (except Used Goods) Trucking, Local

Additional Information

WARD	N/A
COMMUNITY AREA	N/A
QUALIFIED INVESTMENT AREA	N/A

**Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form**

OCPO ONLY:	
<input type="checkbox"/>	Disqualification
<input type="checkbox"/>	Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: section # 20PPRPS-00-PV	Date: 11-1-2024
Total Bid or Proposal Amount: 4,124,002.47	Contract Title: Pavement Preservation and Rehabilitation program
Contractor: K-Five Construction Corp	Subcontractor/Supplier/ Subconsultant to be See attached added or substitute:
Authorized Contact for Contractor: William Koehler	Authorized Contact for Subcontractor/Supplier/ See attached Subconsultant:
Email Address (Contractor): Willk@k-five.net	Email Address (Subcontractor): See attached
Company Address (Contractor): 999 Oakmont Plaza suite 200	Company Address (Subcontractor): See attached
City, State and Zip (Contractor): Westmont, IL 60559	City, State and Zip (Subcontractor): see attached
Telephone and Fax (Contractor): Tel 630-257-5600 Fax 630-257-6786	Telephone and Fax (Subcontractor): See attached
Estimated Start and Completion Dates 10-31-2022 (Contractor):	Estimated Start and Completion Dates 10-31-2022 (Subcontractor):

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
See attached	

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

K-Five Construction Corp


Contractor

William Koehler

Name

Project Manger supervisor

Title



11-1-2024

Prime Contractor Signature

Date

Project Name Pavement Maintenance south 2021
 Section # 23-8PVP-00-GM
 Bid number 2119-09141

Company	Address	Phone number	Total amount	Contact	Email
H&H Electric Co.	2830 Commerce St, Franklin Park, IL 60131	708-453-2222	\$ 120,858.30	Louie Veneziano	Louie Veneziano <louie.veneziano@hh-electric.com>
ARGO Construction	13655 Main St., Suite 2 Lemont IL 60439	630-272-8199	\$ 150,292.00	Peter Gao	Peter Gao <pgao@argoconstructionllc.com>
Cardinal State LLC	1719 Spring Creek Road Barrington Hills, IL 60010	630-320-9257	\$ 55,221.84	Jason Siegler	Jason Siegler <jasons@cardinalstatellc.com>
PAN AMERICAN	1517 S. Kolmar Ave, Chicago, IL 60623	773-762-6160	\$ 484,614.04	Todd Cecchi	Todd Cecchi <tcecchi@panamericanconstruction.com>
Precision Pavement Markings	1220 Bell Court, Pingree Grove , IL 60140	847-489-0259	\$ 93,331.95	Alma Benitez	Alma Benitez <alma@precisionpavement.com>
J.A.C.K CONTRACTIONS SERVICES	1853 E. Steger Road Crete, IL 60417	708-443-5563	\$ 69,550.50	Cindy Gustafson	Cindy Gustafson <cgustafson@jackcsi.com>
MAINTENANCE COATINGS	543 Woodbury street, South Elgin, IL 60177	847-622-0020	\$ 202,766.75	Rachel Traficanti	Rachel Traficanti <RachelTraf@maintenancecoatings.com>
ProTack Asphalt Spraying	1353 East Morris, IL, 60450	815-585-7111	\$ 107,180.25	Stacy Downing	Downing, Stacy <sdowning@protackil.com>
Integrity Environmental Services Inc.	1220 Iroquois Avenue, Suite 100	708-453-2222	\$ 9,980.00	Nicholas Batchos	Nicholas Batchos <nbatchos@integrityenvsvs.com>
MidWest Fence	900 N. Kedzie Ave Chicago, IL. 60651	773-722-6616	\$ 142,178.63	TOM ACHACOSO	Tom Achacoso <tom.a@mwfence.com>



**Cook County
Office of the Chief Procurement Officer**

Economic Disclosure Statement Recertification Affidavit

Applicant/Holder Name: K-Five Construction Corp

Contract #: 2138-18642

Address: 999 Oakmont Plaza Suite 200

City: Westmont

County: DuPage

State: IL

Zip: 60559

Phone: 630-257-5600

Email: estimating@k-five.net

Instructions

If the Applicant is a corporation, the President must execute this affidavit. If executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization, satisfactory to the County that permits the person to execute this affidavit for the corporation.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute this affidavit, unless one partner or joint venturer has been authorized to sign.

If the Applicant is a member-managed LLC all members must execute this affidavit, unless otherwise provided in the operating agreement, resolution or other corporate documents.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute this affidavit.

This recertification is being submitted in connection with

Contract Name: Robert Krug

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this Economic Disclosure Statement ("EDS") recertification on behalf of the Applicant/Holder, (2) warrants that all certifications and statements contained in the Applicant/Holder's last submitted EDS dated are true, accurate and complete as of the date furnished to the County and continue to be true, accurate and complete as of the date of this recertification, and (3) reaffirms its acknowledgments.

Recertification of:

- Certifications (SECTION 2), if applicable, as updated on:
- Economic and Other Disclosures (SECTION 3), if applicable, as updated on: 2/1/2023
- Cook County Child Support Affidavit (Please submit any additional Child Support Obligations as an attachment to this form), if applicable, as updated on:
- Cook County Disclosure of Ownership Interest Statement, if applicable, as updated on:
- Cook County Board of Ethics Familial Relationship Disclosure Form, if applicable, as updated on:
- Cook County Affidavit for Wage Theft Ordinance (SECTION 4), if applicable, as updated on:

If your recertification of any of the above is related to information contained in an updated form submitted after the last submitted full EDS, please indicate the date such information was updated.

IMPORTANT: If you are unable to re-certify any section(s) of your previous EDS, please submit a truthful, fully updated version of that section(s) of the EDS including separate signatures where required.

By: Robert G Krug
(Print or type legal name of Applicant/Holder)

Date: 11-6-2024

[Signature]
President or authorized signatory (Signature)

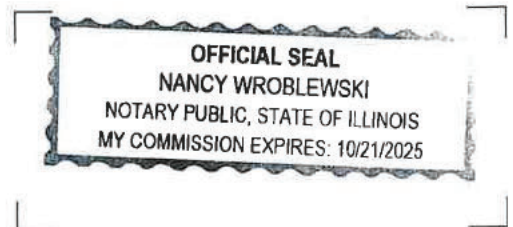
Print or type name of President or authorized signatory:

President

Title of signatory:

Subscribed and sworn to before me on this 7 day of November, 2024

Notary Public Signature: Nancy Wroblewski Seal:





COOK COUNTY BOARD OF ETHICS
 69 W. WASHINGTON STREET, SUITE 3040
 CHICAGO, ILLINOIS 60602
 312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

“*Familial relationship*” means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- | | | |
|----------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Parent | <input type="checkbox"/> Grandparent | <input type="checkbox"/> Stepfather |
| <input type="checkbox"/> Child | <input type="checkbox"/> Grandchild | <input type="checkbox"/> Stepmother |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law | <input type="checkbox"/> Stepson |
| <input type="checkbox"/> Sister | <input type="checkbox"/> Mother-in-law | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt | <input type="checkbox"/> Son-in-law | <input type="checkbox"/> Stepbrother |
| <input type="checkbox"/> Uncle | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister |
| <input type="checkbox"/> Niece | <input type="checkbox"/> Brother-in-law | <input type="checkbox"/> Halfbrother |
| <input type="checkbox"/> Nephew | <input type="checkbox"/> Sister-in-law | <input type="checkbox"/> Halfsister |

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: K-five Construction Corp

Address of Person Doing Business with the County: 999 Oakmont Plaza suite 200

Phone number of Person Doing Business with the County: 630-275-5600

Email address of Person Doing Business with the County: Estimating@k-five.net

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

Jennifer King-McNaughton, Vice President, 630-257-5600

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: _____

Contract #2138-18642

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 4124002.47

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: Kimberlei Aaron, Contract Negotiator kimberlei.aaron@cookcountylil.gov

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: Nathan Roseberry, Assistant Superintendent, nathan.roseberry@cookcountylil.gov

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

- The Person Doing Business with the County is an individual and there is no familial relationship between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.
- The Person Doing Business with the County is a business entity and there is no familial relationship between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

- The Person Doing Business with the County is an individual and there is a familial relationship between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If more space is needed, attach an additional sheet following the above format.

- The Person Doing Business with the County is a business entity and there is a familial relationship between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If more space is needed, attach an additional sheet following the above format.

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

CA
Signature of Recipient

11-15-2024
Date

SUBMIT COMPLETED FORM TO: Cook County Board of Ethics
69 West Washington Street, Suite 3040, Chicago, Illinois 60602
Office (312) 603-4304 – Fax (312) 603-9988
CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (i.e. in laws and step relations) or adoption.

**COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1- 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 – 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15
6	Cook County Signature Page	EDS 16

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 3: Economic and Other Disclosures Statement. Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyl.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

Effective October 1, 2016 all foreign corporations and LLCs must be registered with the Illinois Secretary of State's Office unless a statutory exemption applies to the applicant. Applicants who are exempt from registering must provide a written statement explaining why they are exempt from registering as a foreign entity with the Illinois Secretary of State's Office.

SECTION 1
INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

Definitions. Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or Contracting Party means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

EDS means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

Joint Venture means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

Lobby or lobbying means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

Lobbyist means any person who lobbies.

Person or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

Prohibited Acts means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

SECTION 2

CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in subparagraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

C. DRUG FREE WORKPLACE ACT

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT: *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

F. ILLINOIS HUMAN RIGHTS ACT

THE APPLICANT HEREBY CERTIFIES THAT: *It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at www.municode.com.

I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at www.municode.com.

J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160);

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name	Address
None	
_____	_____
_____	_____
_____	_____

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

Local business means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

a) Is Applicant a "Local Business" as defined above?
 Yes: No:

b) If yes, list business addresses within Cook County:
 16222 Western Ave., Markham, IL 60426 (Markham Plant)
 12400 Cottage Grove, Chicago, IL 60628 (Chicago Plant)
 6301 East Avenue, Hodgkins, IL 60525 (Hodgkins Plant)

c) Does Applicant employ the majority of its regular full-time workforce within Cook County?
 Yes: No:

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Applicant in Cook County:

PERMANENT INDEX NUMBER(S): 22-15-200-016-0000 Markham
22-15-200-003-0000 Chicago
18-22-100-023-0000 and 18-22-100-024-0000 Hodgkins

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) The Applicant owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing. **County reserves the right to request additional information to verify veracity of information contained in this statement.**

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration.**

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the Applicant or Stock/Beneficial Interest Holder

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name K-Five Construction

D/B/A: _____ FEIN # Only: 36-2915545

Street Address: 999 Oakmont Plaza Drive, Ste. 200

City: Westmont State: IL Zip Code: 60559

Phone No.: 630-257-5600 Fax Number: 630-257-6788 Email: estimating@k-five.net

Cook County Business Registration Number: _____
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): _____

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture LLC

Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder	Email Address
Robert G. Krug	999 Oakmont Plaza Drive, Westmont, IL 60559	75	estimating@k-five.net
Jennifer Krug-McNaughton	999 Oakmont Plaza Drive, Westmont, IL 60559	25	estimating@k-five.net

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address

3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [] No
 If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
K-FAM LLC	999 Oakmont Plaza Drive, Westmont, IL 60559	100%	Parent Corp.

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Robert G. Krug	999 Oakmont Plaza Drive, Westmont, IL 60559	President	
Josephine Krug	999 Oakmont Plaza Drive, Westmont, IL 60559	Treasurer	
Robert W. Krug	999 Oakmont Plaza Drive, Westmont, IL 60559	Secretary	
Jennifer Krug-McNaughton	999 Oakmont Plaza Drive, Westmont, IL 60559, V.P.		

Declaration (check the applicable box):

- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Robert G. Krug

President

Name of Authorized Applicant/Holder Representative (please print or type)

Title

2/1/23

Signature

Date

estimating@k-five.net

630-257-5600

E-mail address

Phone Number

Subscribed to and sworn before me
this 1 day of Feb, 2023

My commission expires: 7/29/24



X Elizabeth Grogan
Notary Public Signature

Notary Seal



COOK COUNTY BOARD OF ETHICS
 69 W. WASHINGTON STREET, SUITE 3040
 CHICAGO, ILLINOIS 60602
 312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

“*Familial relationship*” means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- | | | |
|----------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Parent | <input type="checkbox"/> Grandparent | <input type="checkbox"/> Stepfather |
| <input type="checkbox"/> Child | <input type="checkbox"/> Grandchild | <input type="checkbox"/> Stepmother |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law | <input type="checkbox"/> Stepson |
| <input type="checkbox"/> Sister | <input type="checkbox"/> Mother-in-law | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt | <input type="checkbox"/> Son-in-law | <input type="checkbox"/> Stepbrother |
| <input type="checkbox"/> Uncle | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister |
| <input type="checkbox"/> Niece | <input type="checkbox"/> Brother-in-law | <input type="checkbox"/> Halfbrother |
| <input type="checkbox"/> Nephew | <input type="checkbox"/> Sister-in-law | <input type="checkbox"/> Halfsister |

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: K-five Construction Corp

Address of Person Doing Business with the County: 999 Oakmont Plaza suite 200

Phone number of Person Doing Business with the County: 630-275-5600

Email address of Person Doing Business with the County: Estimating@k-five.net

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

Jennifer King-McNaughton, Vice President, 630-257-5600

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: _____

Contract #2138-18642

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 4124002.47

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: Kimberlei Aaron, Contract Negotiator kimberlei.aaron@cookcountylil.gov

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: Nathan Roseberry, Assistant Superintendent, nathan.roseberry@cookcountylil.gov

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

- The Person Doing Business with the County is an individual and there is no familial relationship between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.
- The Person Doing Business with the County is a business entity and there is no familial relationship between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

- The Person Doing Business with the County is an individual and there is a familial relationship between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If more space is needed, attach an additional sheet following the above format.

- The Person Doing Business with the County is a business entity and there is a familial relationship between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If more space is needed, attach an additional sheet following the above format.

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

CA
Signature of Recipient

11-15-2024
Date

SUBMIT COMPLETED FORM TO: Cook County Board of Ethics
69 West Washington Street, Suite 3040, Chicago, Illinois 60602
Office (312) 603-4304 – Fax (312) 603-9988
CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (i.e. in laws and step relations) or adoption.

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, including Substantial Owners, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals, except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. **County reserves the right to request additional information to verify veracity of information contained in this Affidavit.**

I. Contract Information:

Contract Number: 2138-18642
 County Using Agency (requesting Procurement): COOK COUNTY DEPT. OF TRANSPORTATION & HIGHWAY

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): K-FIVE CONSTRUCTION CORPORATION
 Substantial Owner Complete Name: _____
 FEIN# 36-2915545
 Date of Birth: _____ E-mail address: estimating@k-five.net
 Street Address: 999 Oakmont Plaza Drive, Suite 200
 City: WESTMONT State: IL Zip: 60559
 Home Phone: [REDACTED]

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

- No *Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or NO*
- No *Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or NO*
- No *Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or NO*
- No *Employee Classification Act, 820 ILCS 185/1 et seq., YES or NO*
- No *Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or NO*
- No *Any comparable state statute or regulation of any state, which governs the payment of wages YES or NO*

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under Section IV.

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

- No There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner. YES or NO
- No Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation. YES or NO
- No Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default. YES or NO
- No Other factors that the Person or Substantial Owner believe are relevant. YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: _____

Date: 2/1/2023

Name of Person signing (Print): Robert G. Krug

Title: President



Subscribed and sworn to before me this

1st

day of

February



x

Elizabeth Grogan
Notary Public Signature

Notary Seal

Note: The above information is subject to verification prior to the award of the Contract.

SECTION 5

CONTRACT AND EDS EXECUTION PAGE

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation

K-Five Construction Corporation

Corporation's Name

630-257-5600

Telephone

Secretary Signature

[Handwritten Signature]

President's Printed Name and Signature

estimating@k-five.net

Email

2/1/23

Date

[Handwritten Signature]



Execution by LLC

LLC Name

*Member/Manager Printed Name and Signature

Date

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

Execution by Sole Proprietorship

Printed Name Signature

Assumed Name (if applicable)

Date

Telephone and Email

My commission expires: 7/29/24

Subscribed and sworn to before me this 1 day of Feb., 20 23



[Handwritten Signature]

Notary Public Signature

Notary Seal



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/19/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 20 North Martingale Road Suite 100 Schaumburg IL 60173	CONTACT NAME: Karen Castillo PHONE (A/C No, Ext): (847) 463-7212 E-MAIL ADDRESS: Karen.Castillo@MarshMMA.com		FAX (A/C, No): (847) 440-9130													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Allied World National Assuranc</td> <td>10690</td> </tr> <tr> <td>INSURER B: Travelers Property Casualty Co</td> <td>25674</td> </tr> <tr> <td>INSURER C: Starr Indemnity and Liability</td> <td>38318</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Allied World National Assuranc	10690	INSURER B: Travelers Property Casualty Co	25674	INSURER C: Starr Indemnity and Liability	38318	INSURER D:		INSURER E:		INSURER F:
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INSURER D:																
INSURER E:																
INSURER F:																
INSURED K-Five Construction Corp. 999 Oakmont Plaza Dr, Ste 200 Westmont IL 60559	K-FICON-01															

COVERAGES

CERTIFICATE NUMBER: 1992046148

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A B C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			03140189 EXA083829524NF 1000588656241	10/1/2024 10/1/2024 10/1/2024	10/1/2025 10/1/2025 10/1/2025	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Re: K-Five Job# 21082 - Cook County Contract No. 2138-18642 - Pavement Preservation and Rehabilitation Program - South 2021; Section: 20-PPRPS-00-PV; Route No: 167th Street - County Line to 104th Avenue, Walker Road - South of Apple Avenue to Main Street, Wolf Road - Butterfield to St. Charles Road.

Cook County, its officials and employees are included as additional insureds under Umbrella and Excess Liability, on a primary and non-contributory basis, when agreed in a written contract, subject to policy terms, conditions and exclusions. Waiver of Subrogation in favor of the additional insured applies under Umbrella and Excess Liability, when agreed in a written contract, subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER**CANCELLATION**

Cook County Department of Transportation and Highways
 69 W. Washington Street
 Chicago IL 60602

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/14/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HUB International Midwest Limited 1411 Opus Place, Suite 450 Downers Grove IL 60515	CONTACT NAME: CSU Construction PHONE (A/C No. Ext): 630-468-5600 E-MAIL ADDRESS: CSUConstruction@hubinternational.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED K-Five Construction Corporation 999 Oakmont Plaza Drive, Suite 200 Westmont IL 60559	INSURER A: Arch Insurance Company NAIC #: 11150	
	INSURER B: Scottsdale Insurance Company NAIC #: 41297	
	INSURER C: Navigators Insurance Company NAIC #: 42307	
	INSURER D: Gray Surplus Lines Insurance Company NAIC #: 15889	
	INSURER E: Great American Insurance Company NAIC #: 16691	
	INSURER F: Allied World Assurance Co Inc NAIC #: 19489	

COVERAGES

CERTIFICATE NUMBER: 156507972

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	ZAGLB9244300	10/1/2021	10/1/2022	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 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ZACAT927230	10/1/2021	10/1/2022	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
B C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			XLS0117893 HO21EXCZ08EAVIC	10/1/2021 10/1/2021	10/1/2022 10/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Each Occ/Agg (5X5) \$ \$5MM/\$5MM
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	ZAWCI9961600	10/1/2021	10/1/2022	<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
D E F	Excess Liability (10x10) Excess Liability (5x20) Pollution/Professional			GSL100272 TUE 047894909 0310-5780	10/1/2021 10/1/2021 10/1/2021	10/1/2022 10/1/2022 10/1/2022	Each Occ/Aggregate \$10MM/\$10MM Each Occ/Aggregate \$5MM/\$5MM Each Loss/Aggregate \$5,000,000

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: 10/1/2021 - 10/1/2022; Any One Jobsite Limit: \$1,000,000
 Leased/Rented Equipment - QT-660-2C421833 Carrier: Charter Oak Fire Ins. Co.; Eff: 10/1/2021 - 10/1/2022; Limit: \$600,000 Per Item

Re: K-Five Job# 21082 - Cook County Contract No. 2138-18642 - Pavement Preservation and Rehabilitation Program - South 2021; Section: 20-PPRPS-00-PV; Route No: 167th Street - County Line to 104th Avenue, Walker Road - South of Apple Avenue to Main Street, Wolf Road - Butterfield to St. Charles Road.

Cook County, its officials and employees are included as additional insureds under General Liability & Auto Liability, on a primary and non-contributory basis, when agreed in a written contract, subject to policy terms, conditions and exclusions. Waiver of Subrogation in favor of the additional insured applies under See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Cook County Department of Transportation and Highways
 69 W. Washington Street
 Chicago IL 60602

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

AGENCY HUB International Midwest Limited		NAMED INSURED K-Five Construction Corporation 999 Oakmont Plaza Drive, Suite 200 Westmont IL 60559	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

General Liability, Auto Liability & Workers Compensation when agreed in a written contract, subject to policy terms, conditions and exclusions. Umbrella follows form of underlying General Liability, Auto Liability & Employers Liability.

The coverage and limits conform to the minimums required by Article 107.27 of the Standard Specifications for Road and Bridge Construction

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Name of Person(s) or Organization(s):

AS AGREED PER WRITTEN CONTRACT OR WRITTEN
AGREEMENT

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Under **Covered Autos Liability Coverage**, the **Who is An Insured** provision is amended to include as an "insured" the person(s) or organization(s) named in the Schedule above, but only with respect to their legal liability for your acts or omissions or acts or omissions of any person for whom **Covered Auto Liability Coverage** is afforded under this policy.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number: ZACAT927230

Named Insured: K-FIVE CONSTRUCTION CORP.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: K-FIVE CONSTRUCTION CORP Endorsement Effective Date:
--

SCHEDULE

Name(s) Of Person(s) Or Organization(s): AS AGREED PER WRITTEN CONTRACT OR WRITTEN AGREEMENT
--

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

POLICY NUMBER:
ZAGLB9244300

**COMMERCIAL
GENERAL LIABILITY
CG 20 10 07 04**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT BUT ONLY IF SUCH CONTRACT REQUIRES THIS SPECIFIC FORM AND SPECIFIC EDITION DATE	

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

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER:
ZAGLB9244300

**COMMERCIAL
GENERAL LIABILITY
CG 20 37 07 04**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT BUT ONLY IF SUCH CONTRACT REQUIRES THIS SPECIFIC FORM AND SPECIFIC EDITION DATE	

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

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

CG 20 37 07 04

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

SCHEDULE

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

AS AGREED PER WRITTEN CONTACT OR WRITTEN AGREEMENT

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

Primary And Noncontributory Insurance

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

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

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

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

AS AGREED PER WRITTEN CONTACT OR WRITTEN AGREEMENT

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

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

Endorsement
Insured: K-FIVE CONSTRUCTION CORP.

Effective Policy No. ZAWCI9961600 Endorsement No.
Premium

Insurance Company: Arch Insurance Company

Countersigned by _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/24/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HUB International Midwest Limited 1411 Opus Place, Suite 450 Downers Grove IL 60515	CONTACT NAME: Tiffany Cunniff, CRIS PHONE (A/C, No, Ext): 630-468-5674 E-MAIL ADDRESS: Tiffany.Cunniff@HUBinternational.com	FAX (A/C, No): 866-896-0906
	INSURER(S) AFFORDING COVERAGE	
INSURED K-Five Construction Corporation 999 Oakmont Plaza Drive, Suite 200 Westmont IL 60559	INSURER A: Arch Insurance Company NAIC #: 11150	
	INSURER B: Scottsdale Insurance Company NAIC #: 41297	
	INSURER C: Navigators Insurance Company NAIC #: 42307	
	INSURER D: Gray Surplus Lines Insurance Company NAIC #: 15889	
	INSURER E: Great American Insurance Company NAIC #: 16691	
	INSURER F: Allied World Assurance Co Inc NAIC #: 19489	

COVERAGES

CERTIFICATE NUMBER: 779077024

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	ZAGLB9244300	2/28/2021	10/1/2021	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 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ZACAT9272300	2/28/2021	10/1/2021	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
B C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			XLS0117893 HO21EXC201C6UIV	2/28/2021 2/28/2021	10/1/2021 10/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Each Occ/Agg (5X5) \$ \$5MM/\$5MM
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	ZAWCI9961600	2/28/2021	10/1/2021	<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
D E F	Excess Liability (10x10) Excess Liability (5x20) Pollution/Professional			GSL100035 TUE 0478949 0310-5780	2/28/2021 2/28/2021 2/28/2021	10/1/2021 10/1/2021 10/1/2021	Each Occ/Aggregate \$10MM/\$10MM Each Occ/Aggregate \$5MM/\$5MM Each Loss/Aggregate \$5,000,000

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: 2/28/2021 - 10/1/2021; Any One Jobsite Limit: \$1,000,000
 Leased/Rented Equipment - QT-660-2C421833 Carrier: Charter Oak Fire Ins. Co.; Eff: 2/28/2021 - 10/1/2021; Limit: \$600,000 Per Item

Re: K-Five Job# 21082 - Cook County Contract No. 2138-18642 - Pavement Preservation and Rehabilitation Program - South 2021; Section: 20-PPRPS-00-PV; Route No: 167th Street - County Line to 104th Avenue, Walker Road - South of Apple Avenue to Main Street, Wolf Road - Butterfield to St. Charles Road.

Cook County, its officials and employees are included as additional insureds under General Liability & Auto Liability, on a primary and non-contributory basis, when agreed in a written contract, subject to policy terms, conditions and exclusions. Waiver of Subrogation in favor of the additional insured applies under See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Cook County Department of Transportation and Highways
 69 W. Washington Street
 Chicago IL 60602

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

AGENCY HUB International Midwest Limited		NAMED INSURED K-Five Construction Corporation 999 Oakmont Plaza Drive, Suite 200 Westmont IL 60559	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE	(Empty)	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

General Liability, Auto Liability & Workers Compensation when agreed in a written contract, subject to policy terms, conditions and exclusions. Umbrella follows form of underlying General Liability, Auto Liability & Employers Liability.

The coverage and limits conform to the minimums required by Article 107.27 of the Standard Specifications for Road and Bridge Construction

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Name of Person(s) or Organization(s):

AS AGREED PER WRITTEN CONTRACT OR WRITTEN
AGREEMENT

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Under **Covered Autos Liability Coverage**, the **Who is An Insured** provision is amended to include as an "insured" the person(s) or organization(s) named in the Schedule above, but only with respect to their legal liability for your acts or omissions or acts or omissions of any person for whom **Covered Auto Liability Coverage** is afforded under this policy.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number: ZACAT9272300

Named Insured: K-FIVE CONSTRUCTION CORP.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured: K-FIVE CONSTRUCTION CORP</p> <p>Endorsement Effective Date:</p>

SCHEDULE

<p>Name(s) Of Person(s) Or Organization(s): AS AGREED PER WRITTEN CONTRACT OR WRITTEN AGREEMENT</p>
--

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".
- B.** The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

POLICY NUMBER:
ZAGLB9244300

**COMMERCIAL
GENERAL LIABILITY
CG 20 10 07 04**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT BUT ONLY IF SUCH CONTRACT REQUIRES THIS SPECIFIC FORM AND SPECIFIC EDITION DATE	

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

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER:
ZAGLB9244300

**COMMERCIAL
GENERAL LIABILITY
CG 20 37 07 04**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT BUT ONLY IF SUCH CONTRACT REQUIRES THIS SPECIFIC FORM AND SPECIFIC EDITION DATE	

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

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

CG 20 37 07 04

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

SCHEDULE

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

AS AGREED PER WRITTEN CONTACT OR WRITTEN AGREEMENT

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

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

Primary And Noncontributory Insurance

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

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

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

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

AS AGREED PER WRITTEN CONTACT OR WRITTEN AGREEMENT

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

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

Endorsement
Insured: K-FIVE CONSTRUCTION CORP.

Effective Policy No. ZAWCI9961600 Endorsement No.
Premium

Insurance Company: Arch Insurance Company

Countersigned by _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/7/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HUB International Midwest Limited 1411 Opus Place, Suite 450 Downers Grove IL 60515	CONTACT NAME: CSU Construction PHONE (A/C, No, Ext): 630-468-5600 E-MAIL ADDRESS: CSUConstruction@hubinternational.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED K-Five Construction Corporation 999 Oakmont Plaza Drive, Suite 200 Westmont IL 60559	INSURER A: Arch Insurance Company INSURER B: Scottsdale Insurance Company INSURER C: Navigators Insurance Company INSURER D: Gray Surplus Lines Insurance Company INSURER E: Great American Insurance Company INSURER F: Allied World Assurance Co Inc	
	NAIC #	
	11150	
	41297	
	42307	
	15889	
16691		
19489		

COVERAGES

CERTIFICATE NUMBER: 1311857018

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	ZAGLB9244300	10/1/2021	10/1/2022	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 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ZACAT927230	10/1/2021	10/1/2022	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
B C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			XLS0117893 HO21EXCZ08EAVIC	10/1/2021 10/1/2021	10/1/2022 10/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Each Occ/Agg (5X5) \$ \$5MM/\$5MM
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	ZAWCI9961600	10/1/2021	10/1/2022	<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
D E F	Excess Liability (10x10) Excess Liability (5x20) Pollution/Professional			GSL100272 TUE 047894909 0310-5780	10/1/2021 10/1/2021 10/1/2021	10/1/2022 10/1/2022 10/1/2022	Each Occ/Aggregate \$10MM/\$10MM Each Occ/Aggregate \$5MM/\$5MM Each Loss/Aggregate \$5MM/\$5MM

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

Installation Floater - QT-660-2C421833 Carrier: Charter Oak Fire Ins. Co.; Eff: 10/1/2021 - 10/1/2022; Any One Jobsite Limit: \$1,000,000
 Leased/Rented Equipment - QT-660-2C421833 Carrier: Charter Oak Fire Ins. Co.; Eff: 10/1/2021 - 10/1/2022; Limit: \$600,000 Per Item

Re: K-Five Job# 21082 - Cook County Contract No. 2138-18642 - Pavement Preservation and Rehabilitation Program - South 2021; Section: 20-PPRPS-00-PV; Route No: 167th Street - County Line to 104th Avenue, Walker Road - South of Apple Avenue to Main Street, Wolf Road - Butterfield to St. Charles Road.

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Metra
 547 West Jackson Boulevard
 Chicago IL 60661

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

AGENCY HUB International Midwest Limited		NAMED INSURED K-Five Construction Corporation 999 Oakmont Plaza Drive, Suite 200 Westmont IL 60559	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

The Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation and its affiliated separate public corporation known as the Northeast Illinois Regional Commuter Railroad Corporation, both operating under the service mark Metra as now exists or may hereafter be constituted or acquired, and The Regional Transportation Authority, an Illinois municipal corporation and the Norfolk Southern Railway Company, a Virginia corporation, and all other railroads operating on the property and Cook County, its officials and employees are included as additional insured's under General Liability & Automobile Liability, on a primary and non-contributory basis, when agreed in a written contract, subject to policy terms, conditions, and exclusions. A waiver of subrogation applies under General Liability, Automobile Liability, & Worker's Compensation in favor of the additional insured's listed, when agreed in a written contract, subject to policy terms, conditions, and exclusions. The coverage and limits conform to the minimums required by Article 107.27 of the Standard Specifications for Road and Bridge Construction

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: K-FIVE CONSTRUCTION CORP Endorsement Effective Date:
--

SCHEDULE

Name(s) Of Person(s) Or Organization(s): AS AGREED PER WRITTEN CONTRACT OR WRITTEN AGREEMENT
--

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

POLICY NUMBER:
ZAGLB9244300

COMMERCIAL
GENERAL LIABILITY
CG 20 10 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE**

Name of Person or Organization:

ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT BUT ONLY IF SUCH CONTRACT
REQUIRES THIS SPECIFIC FORM AND SPECIFIC EDITION DATE

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

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

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

2. Exclusions

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

- (1) All work, including materials, parts or equipment furnished in connection with such work, on
the project (other than service, maintenance or repairs) to be performed by or on behalf of the
additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its
intended use by any person or organization other than another contractor or subcontractor
engaged in performing operations for a principal as a part of the same project.

CG 20 10 10 01

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©Insurance Services Office, Inc.

POLICY NUMBER:
ZAGLB9244300

COMMERCIAL
GENERAL LIABILITY
CG 20 37 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE

<p>Name of Person or Organization:</p> <p>ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT BUT ONLY IF SUCH CONTRACT REQUIRES THIS SPECIFIC FORM AND SPECIFIC EDITION DATE</p>
<p>Location And Description of Completed Operations:</p>
<p>Additional Premium:</p>

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

SCHEDULE

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

AS AGREED PER WRITTEN CONTACT OR WRITTEN AGREEMENT

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTUAL LIABILITY – RAILROADS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Scheduled Railroad: Any railroad where required under written contract provided the contract was executed prior to an occurrence.	Designated Job Site: Any
---	------------------------------------

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

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

9. "Insured Contract" means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a)** Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(1)** above and supervisory, inspection, architectural or engineering activities.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

AS AGREED PER WRITTEN CONTACT OR WRITTEN AGREEMENT

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

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

Endorsement
Insured: K-FIVE CONSTRUCTION CORP.

Effective Policy No. ZAWCI9961600 Endorsement No.
Premium

Insurance Company: Arch Insurance Company

Countersigned by _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 20 North Martingale Road Suite 100 Schaumburg IL 60173	CONTACT NAME: Karen Castillo PHONE (A/C, No, Ext): (847) 463-7212 E-MAIL ADDRESS: Karen.Castillo@MarshMMA.com		FAX (A/C, No): (847) 440-9130													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Allied World National Assuranc</td> <td>10690</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Co</td> <td>25674</td> </tr> <tr> <td>INSURER C : Starr Indemnity and Liability</td> <td>38318</td> </tr> <tr> <td>INSURER D : ARCH Insurance Company</td> <td>11150</td> </tr> <tr> <td>INSURER E : Charter Oak Fire Insurance Com</td> <td>25615</td> </tr> <tr> <td>INSURER F : Allied World Assurance Company</td> <td>19489</td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Allied World National Assuranc	10690	INSURER B : Travelers Property Casualty Co	25674	INSURER C : Starr Indemnity and Liability	38318	INSURER D : ARCH Insurance Company	11150	INSURER E : Charter Oak Fire Insurance Com	25615	INSURER F : Allied World Assurance Company
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INSURED K-Five Construction Corp. 999 Oakmont Plaza Dr, Ste 200 Westmont IL 60559	K-FICON-01															

COVERAGES

CERTIFICATE NUMBER: 282606135

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZAGLB9244304	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ZACAT9272304	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A B C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			03140189 EXA083829524NF 1000588656241	10/1/2024 10/1/2024 10/1/2024	10/1/2025 10/1/2025 10/1/2025	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	ZAWCI9961604	10/1/2024	10/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E F	Leased & Rented Pollution Liability Professional Liability			QT630A1658743TIL24 013105780	10/1/2024 10/1/2024	10/1/2025 10/1/2025	Limit/Ded: \$1M/\$5,000 Limit/Agg: \$5M/\$5M Limit/Agg: \$5M/\$5M

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

Re: K-Five Job# 21082 - Cook County Contract No. 2138-18642 - Pavement Preservation and Rehabilitation Program - South 2021; Section: 20-PPRPS-00-PV; Route No: 167th Street - County Line to 104th Avenue, Walker Road - South of Apple Avenue to Main Street, Wolf Road - Butterfield to St. Charles Road.

It is agreed that the following are added as Additional Insureds, when required by written contract, on the General Liability and Automobile Liability on a primary and non-contributory basis with respect to operations performed by the Named Insured in connection with this project:

1. Cook County, its officials and employees

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Cook County Department of Transportation and Highways
 69 W. Washington Street
 Chicago IL 60602

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE



ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh & McLennan Agency LLC		NAMED INSURED K-Five Construction Corp. 999 Oakmont Plaza Dr, Ste 200 Westmont IL 60559	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE	(Empty)	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

A Waiver of Subrogation in favor of the Additional Insureds applies to the Worker's Compensation, General Liability and Automobile Liability policies, when required by written contract and where allowed by law.

The coverage and limits conform to the minimums required by Article 107.27 of the Standard Specifications for Road and Bridge Construction.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Name of Person(s) or Organization(s):

AS AGREED PER WRITTEN CONTRACT OR WRITTEN
AGREEMENT

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Under **Covered Autos Liability Coverage**, the **Who is An Insured** provision is amended to include as an "insured" the person(s) or organization(s) named in the Schedule above, but only with respect to their legal liability for your acts or omissions or acts or omissions of any person for whom **Covered Auto Liability Coverage** is afforded under this policy.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number: ZACAT9272304

Named Insured: K-Five Construction Corp.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 10/1/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".
- B.** The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: K-Five Construction Corp.

Endorsement Effective Date: 10/1/2024

SCHEDULE

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

Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
AS AGREED PER WRITTEN CONTRACT OR WRITTEN AGREEMENT	ALL LOCATIONS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
AS AGREED PER WRITTEN CONTRACT OR WRITTEN AGREEMENT	ALL LOCATIONS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

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

Primary And Noncontributory Insurance

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

SCHEDULE

<p>Name Of Person(s) Or Organization(s): AS AGREED PER WRITTEN CONTACT OR WRITTEN AGREEMENT</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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

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

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

AS AGREED PER WRITTEN CONTACT OR WRITTEN AGREEMENT

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

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

Endorsement
Insured: K-FIVE CONSTRUCTION CORP.

Effective Policy No. ZAWCI9961604 Endorsement
No. Premium

Insurance Company: Arch Insurance Company Countersigned by _____