

**BIDDER'S CERTIFICATION**

I/We hereby certify that:

- A. A complete set of bid papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.
- B. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical business practice.
- C. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all equal employment practice requirements contained in Public Act 87-1257 (effective July 1, 1993) and 775 ILCS 5/2-105 (A).
- D. I/We are in compliance with the most current "Prevailing Rate" of wages for laborers, mechanics and other workers as required by the City of Aurora Ordinance No. O16-042, adopted on June 28, 2016.
- E. I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January, 1992.
- F. The Bidder is not barred from bidding on the Project, or entering into this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or any similar offense of "bid rigging" or "bid rotating" of any state or the United States.
- G. I/We will submit, for all contracts in excess of \$25,000.00, a certificate indicating participation in apprenticeship and training programs approved and registered with the United States Department of Labor.

Contractor shall check the box indicating that a copy of applicable program certification is attached.

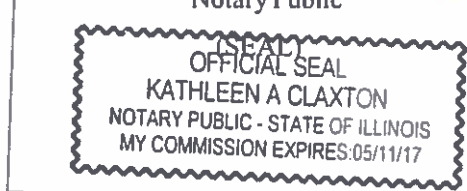
H. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.

COMPANY NAME K.L.F. Enterprises, Inc.  
 ADDRESS 2044 W 163rd St., Unit 2, M  
 CITY/STATE/ZIP CODE Markham IL 60428  
 NAME OF CORPORATE/COMPANY OFFICIAL James Bracken  
PLEASE TYPE OR PRINT CLEARLY  
 TITLE President  
 AUTHORIZED OFFICIAL SIGNATURE [Signature]  
 DATE 09/13/16  
 TELEPHONE (708) 825-1439  
 FAX No. (708) 331-4212

Subscribed and Sworn to  
 Before me this 12 day  
 of September, 2016

Kathleen A. Claxton

Notary Public



**Apprenticeship or Training Program Certification**

**Return with Bid**

*All contractors are required to complete the following certification:*

For this contract proposal or for all groups in this deliver and install proposal.

For the following deliver and install groups in this material proposal:

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The City of Aurora policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidders' subcontractors to disclose participation in apprenticeship or training programs that are approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

- I. Except as provided in paragraph IV below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
- II. The undersigned bidder further certifies for work to be performed by subcontract that each of its subcontractors submitted for approval is, at the time of such bid, participating in an approved, applicable apprenticeship or training program applicable to the work of the subcontract.
- III. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

Operator's Local 150  
Labourer's Local 1, 76, & 225  

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VI. Except for any work identified above, any bidder or subcontractor that shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforce and positions of ownership.

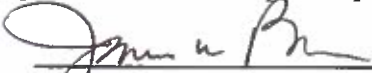
N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. **The City of Aurora requires a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors be included with the bid in order to qualify to bid on the project.**

The Bidder must also submit a signed and current dated letter(s) from the certificate holder(s) indicating that the Bidder may use the certificate to meet the above listed requirements for this specific project.

Bidder: K.L.F. Enterprises, Inc.

Address: 2044 W 163rd St, Unit 2  
Markham IL 60428

By:   
(Signature)  
Title President

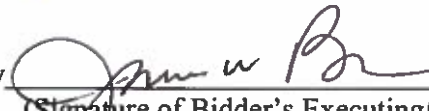
STATE OF ILLINOIS        )  
  )  
County of Kane            )        ss.

**BIDDER'S TAX CERTIFICATION**

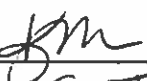
(BIDDER'S EXECUTING OFFICER), being first duly sworn on oath, deposes and states that all statements made herein are made on behalf of the Bidder, that this despondent is authorized to make them and that the statements contained herein are true and correct.

Bidder deposes, states and certifies that Bidder is not barred from contracting with any unit of local government in the State of Illinois as result of a delinquency in payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax, all as provided for in accordance with 65 ILCS 5/11-42.1-1.

DATED this 13<sup>th</sup> day of September, 2016.

By   
(Signature of Bidder's Executing Officer)  
James Bracken  
(Print name of Bidder's Executing Officer)  
President  
(Title)

ATTEST/WITNESS:

By  Kelly Bracken  
Title Sec Tres.

Subscribed and sworn to before me this  
12 day of Sept, 2016.

  
Notary Public



CITY OF AURORA, ILLINOIS  
INVITATION TO BID 16-43

1126 SOUTH 4<sup>TH</sup> STREET,  
AURORA, IL DEMOLITION

CONTACT INFORMATION

Vendor shall provide the following contact information assigned to service the City of Aurora account.

Customer Service/General Information: Ph: 708.331.4200

To place an order:

Name: Sergio ZEPEDA  
Ph: 773-640-1104 Fax: 708.331.4212  
E-mail: KLFDDEMOLITION @ GMAIL.COM

Billing & Invoicing question:

Name: DANA RAMEY  
Ph: 708-331-4200 Fax: 708.331-4212  
E-mail: DANA @ KLFEENT.COM

Questions:

Name: SERGIO ZEPEDA  
Ph: 773-6401104 Fax: 708-331-4212  
E-mail: KLFDDEMOLITION @ GMAIL.COM

Bidder's Name: K.L.F. Enterprises, Inc.

Signature & Date:  9/13/16

CITY OF AURORA, ILLINOIS  
INVITATION TO BID 16-43  
1126 SOUTH 4<sup>TH</sup> STREET,  
AURORA, IL DEMOLITION

**REFERENCES**

(Please Type)

Organization ATTACHED AIA 305

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone Number \_\_\_\_\_

Contact Person \_\_\_\_\_

Date of Project \_\_\_\_\_

\*\*\*\*\*

Organization \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone Number \_\_\_\_\_

Contact Person \_\_\_\_\_

Date of Project \_\_\_\_\_

\*\*\*\*\*

Organization \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone Number \_\_\_\_\_

Contact Person \_\_\_\_\_

Date of Project \_\_\_\_\_

\*\*\*\*\*

Bidder's Name: \_\_\_\_\_

Signature & Date: \_\_\_\_\_

CITY OF AURORA, ILLINOIS  
INVITATION TO BID 16-43

1126 SOUTH 4<sup>TH</sup> STREET,  
AURORA, IL DEMOLITION

**BID PROPOSAL FORM**

**Bid Due Date & Time:** 2:00 p.m. CST, Wednesday, September 14, 2016

To: **City of Aurora**  
**City Hall Building City**  
**Clerk's Office**  
**44 E Downer Place Aurora,**  
**Illinois 60507**

The following offer is hereby made to the City of Aurora, Aurora, Illinois, hereafter called the Owner.

Submitted By: K.L.F. Enterprises, Inc.

- I. The undersigned Vendor proposes and agrees, after having examined the specifications, quantities and other Bid documents, to irrevocably offer to furnish the materials, equipment and services in compliance with all terms, conditions, specifications and amendments (if applicable) contained in the bid solicitation documents. The items in this Invitation to Bid, including, but not limited to, all required certificates, are fully incorporated herein as a material and necessary part of the Bid.
  - A. The Vendor shall also include with their bid any necessary literature, samples, etc., as required within the Invitation to Bid, Instruction to Bidders and specifications.
  - B. For purposes of this offer, the terms Offeror, Bidder, Contractor, and Vendor are used interchangeably.
- II. In submitting this Offer, the Vendor acknowledges:
  - A. All bid documents have been examined: Instructions to Bidder, Specifications and the following addenda:

No. NONE, No. \_\_\_\_\_, No. \_\_\_\_\_, (Vendor to acknowledge addenda here.)
  - B. To be prepared to execute a contract with the City within ten (10) calendar days after approval by Aurora City Council.

Company Name: K.L.F. Enterprises, Inc.

Signature & Date:  9/13/16

CITY OF AURORA, ILLINOIS  
INVITATION TO BID 16-43

1126 SOUTH 4<sup>TH</sup> STREET,  
AURORA, IL DEMOLITION

**BID PROPOSAL FORM**

K.L.F. Enterprises, Inc.  
(NAME OF BIDDER)

708.825.1439  
(PHONE #)

bracken708@gmail.com  
(EMAIL ADDRESS)

BID FOR: 16-43 1126 South 4<sup>th</sup> Street Demolition  
PROJECT ADDRESS: 1126 South 4th Street  
Aurora, IL 60505

FOR: City of Aurora  
44 E. Downer Place  
Aurora, IL 60505

The Undersigned, having carefully examined the Contract Documents, Addenda thereto, and other data as presented by the Consultant WBK Engineering, LLC, 8 E. Galena Blvd., Aurora, IL 60506, and has become familiar with all conditions affecting the work, hereby propose to furnish everything required for the completion of the above named Project, all in accordance with all applicable laws at the place of the work. Contractor shall be responsible for complying with all applicable licensing and patent regulations. The owner and consultant are not responsible for any Contractor's licensing or patent infringements.

**BASE BID:**

The contractor shall provide a Base Bid cost for Residential Demolition, Inclusive of Utility Disconnection and Site Restoration Improvements as identified on the drawings.

The project shall commence on or about Wednesday, October 12, 2016 and shall be completed in the number of calendar days stated in the bid. All required work shall be performed Monday through Friday, with no work taking place on weekends or holidays, except as otherwise provided in the specifications.

**LUMP SUM ITEMS:**

The Undersigned agrees to perform all work indicated on the Drawings and described in the Specifications, Addenda, including the cost of insurance for the Base Contract, for the sum of:

Twenty Five Thousand Six Hundred & Ninety Dollars and zero Cents  
(IN WRITING)

Total in Figures \$ 25,690.00



**Subcontractors:**

Name:     N/A    

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

FAX: \_\_\_\_\_

Email: \_\_\_\_\_

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

FAX: \_\_\_\_\_

Email: \_\_\_\_\_

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

FAX: \_\_\_\_\_

Email: \_\_\_\_\_

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

FAX: \_\_\_\_\_

Email: \_\_\_\_\_

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

FAX: \_\_\_\_\_

Email: \_\_\_\_\_

**BID SUBMITTED BY**

Company Name: \_\_\_\_\_

Signature & Date: \_\_\_\_\_

CITY OF AURORA, ILLINOIS  
INVITATION TO BID 16-43

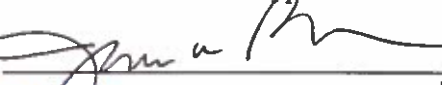
1126 SOUTH 4<sup>TH</sup> STREET,  
AURORA, IL DEMOLITION

**BID PROPOSAL FORM**

All prices shall be shown as delivered Aurora Destination, Prepaid and Allowed. Do not add state, federal or local taxes. Municipalities are exempt. Exemption Certification Permit No. Illinois E9996-0842-07. No additional charges over base price will be accepted without written approval of the Purchasing Director.

The City of Aurora reserves the right to reject any or all Bids, or parts thereof, and to waive any technicality, informality or irregularity in the Bids received, and to disregard all nonconforming or conditional Bids or counter-proposals and to hold the best Bids for ninety (90) days from the opening date set forth above. The City further reserves the right to award the Bid to the lowest responsible Bidder whose offer best responds in quality, fitness and capacity to the requirements of the proposed Work or usage and therefore is in the best interest of the City.

SUBMITTED BY

COMPANY K.L.F. Enterprises, Inc.  
ADDRESS 2044 W 116<sup>th</sup> St, Unit 2  
CITY, STATE, ZIP Markham, IL 60428  
PREPARER'S NAME James Bracken  
Please Type  
AUTHORIZED SIGNATURE  President  
Title  
EMAIL bracken708@gmail.com  
PHONE # (708) 825-1439 FAX # (708) 331-4212 DATE 09/13/10

CITY OF AURORA, ILLINOIS  
INVITATION TO BID 16-43

1126 SOUTH 4<sup>TH</sup> STREET,  
AURORA, IL DEMOLITION

**BID SUBMITTAL CHECKLIST**

Each Bid Must Be Placed In An Envelope, Sealed, And Clearly Marked On The Outside: "16-43 1126 SOUTH 4<sup>TH</sup> STREET DEMOLITION." In order to be considered responsive, the bidder must submit all of the following items in their sealed envelope:

1.  Apprenticeship or Training Program Certification Form (Page 2)
2.  Bidder's Certifications (Page 1)
3.  Bidder's Tax Certification (Page 4)
4.  Bid Proposal Form (Appendix E)
5.  Contact Information (Appendix C)
6.  Contract (Appendix G)
7.  Copy of Applicable Apprenticeship or Training Program Certification(s)\*\*\*  
**The City of Aurora requires a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors be included with the bid in order to qualify to bid on the project.**
8.  Reference List (Appendix D)
9.  Vendor Application (Appendix I)

\*\*\*\* The Bidder must also submit a current signed and current dated signatory letter(s) from the certificate holder(s) indicating that the Bidder may use the certificate to meet the above listed requirements for this specific project.

**APPENDIX G**

**CONTRACT**

CITY OF AURORA, ILLINOIS  
INVITATION TO BID 16-43

1126 SOUTH 4<sup>TH</sup> STREET, AURORA, IL DEMOLITION

**CONTRACT**

**THIS AGREEMENT**, entered on this \_\_\_\_\_ day of \_\_\_\_\_, 2016 ("Effective Date"), for the **1126 South 4<sup>th</sup> Street, Aurora, IL Demolition** is entered into between the **CITY OF AURORA** ("City"), a municipal corporation, located at 44 E. Downer Place, Aurora, Illinois and \_\_\_\_\_ ("Contractor"), located at \_\_\_\_\_.

**WHEREAS**, the City issued an Invitation to Bid ("Bid") on August 28, 2016 for **1126 South 4th Street, Aurora, IL Demolition** for the City of Aurora, IL, and

**WHEREAS**, the Contractor submitted a Bid Proposal in response to the Invitation to Bid and represents that it is ready, willing and able to perform the Services specified in the Bid Proposal and herein as well as any additional services agreed to and described in the Specifications; and

**WHEREAS**, on \_\_\_\_\_, 2016, the City awarded a contract to \_\_\_\_\_ (R16-xxx)

**IN CONSIDERATION** of the mutual promises and covenants herein contained, the parties hereto do mutually agree to the following:

1. **Contract Agreement Documents.** The Agreement shall be deemed to include this document, Contractor's response to the Bid, to the extent it is consistent with the terms of the Invitation to Bid, any other documents as agreed upon by the parties throughout the term of this Agreement, along with any exhibits, all of which are incorporated herein and made a part of this Agreement. In the event of a conflict between this Agreement and any exhibit, the provisions of this Agreement shall control.

**Bid 16-43 1126 SOUTH 4<sup>TH</sup> STREET, AURORA, IL DEMOLITION**

In connection with the Bid Proposal and this Agreement, Contractor acknowledges that it has furnished and will continue to furnish various certifications, affidavits and other information and reports, which are incorporated herein. Contractor represents that such material and information furnished in connection with the Bid Proposal and this Agreement is truthful and correct. Contractor shall promptly update such material and information to be complete and accurate, as needed, to reflect changes or events occurring after the Effective Date of this Agreement.

2. **Scope of Services.** Contractor shall perform the Services listed in the Scope of Services, attached hereto as **Exhibit 1.**

3. **Term.** The contract shall be from the start of demolition, approximately October 12, 2016 to the date of final completion \_\_\_\_\_ between the bidder and the City of Aurora, unless sooner terminated in accordance with the terms contained herein, and ends upon completion of the services.

#### 4. Compensation.

a. **Maximum Price.** In accordance with the Contractor's Bid Proposal, the maximum price for providing the Services shall be in accordance to the pricing on the Bid Proposal form. The maximum price may not be changed unless the City is provided with supporting documentation to warrant the change in maximum price or as otherwise provided in this Agreement.

b. **Schedule of Payment.** The City shall pay the Contractor for the Services in accordance with the amounts set forth in Exhibit 2. The Contractor shall be required to submit an itemized invoice as well as any supporting documentation as required by the City. Payment shall be made upon the basis of the approved invoices and supporting documents. The City shall utilize its best efforts to make payment within forty-five (45) days after approval of the invoice. Each invoice shall be accompanied by a statement of the Contractor of the percentage of completion of the Services through the date of the invoice, where applicable.

#### 5. Performance of Services.

**Standard of Performance.** Contractor shall perform all Services set forth in this Agreement, and any other agreed documents incorporated herein, with the degree, skill, care and diligence customarily required of a professional performing services of comparable scope, purpose and magnitude and in conformance with the applicable professional standards. Contractor shall, at all times, use its best efforts to assure timely and satisfactory rendering and completion of the Services. Contractor shall ensure that Contractor and all of its employees or subcontractors performing Services under this Agreement shall be: (i) qualified and competent in the applicable discipline or industry; (ii) appropriate licensed as required by law; (iii) strictly comply with all City of Aurora, State of Illinois, and applicable federal laws or regulations; (iv) strictly conform to the terms of this Agreement. Contractor shall, at all times until the completion of the Services, remain solely responsible for the professional and technical accuracy of all Services and deliverables furnished, whether such services are rendered by the Contractor or others on its behalf, including, without limitation, its subcontractors. No review, approval, acceptance, nor payment for any and all of the Services by the City shall relieve the Contractor from the responsibilities set forth herein.

Notwithstanding the foregoing, Contractor shall not be responsible for the performance of construction contracts, work or products, or any deficiencies or effects resulting therefrom, of any contractor, subcontractor, manufacturer, supplier, fabricator, or consultant retained by the City or any other third-party, including any person working on their behalf. Nothing herein shall be construed as giving the Contractor the responsibility for or the authority to control, direct, or supervise construction, construction means, methods, techniques, sequences, procedures, and safety measures and programs except those which directly relate solely to Contractor's performance of Services as set forth in this Agreement.

#### 6. Termination.

**Termination for Convenience.** The City has the right to terminate this Agreement, in whole or in part, for any reason or if sufficient funds have not been appropriated to cover the estimated requirement of the Services not yet performed, by providing Contractor with thirty (30) days' notice specifying the termination date. On the date specified, this Agreement will end. If this Agreement is terminated by the City, as provided herein, the City shall pay the Contractor only for services performed up the date of termination. After the termination date, Contractor has no further contractual claim against the City based upon this Agreement and any payment so made to the Contractor upon termination shall be in full satisfaction for Services rendered. Contractor shall deliver to the City all finished and unfinished documents, studies and reports and shall become the property of the City.

7. **Miscellaneous Provisions.**

a. **Illinois Freedom of Information Act.** The Contractor acknowledges the requirements of the Illinois Freedom of Information Act (FOIA) and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.

b. **Entire Agreement.** This Agreement, along with the documents set forth in Section 1 and incorporated by reference elsewhere in this Agreement, with consent of the parties, represents the entire agreement between the parties with respect to the performance of the Services. No other contracts, representations, warranties or statements, written or verbal, are binding on the parties. This Agreement may only be amended as provided herein.

c. **Consents and Approvals.** The parties represent and warrant to each other that each has obtained all the requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Agreement and the undertakings contemplated herein.

d. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

FOR CITY OF AURORA

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

ATTEST:

\_\_\_\_\_  
City Clerk

FOR \_\_\_\_\_

By \_\_\_\_\_

(SEAL)

(CORPORATE SEAL)

(If a Corporation) CORPORATE NAME \_\_\_\_\_

(SEAL)

By \_\_\_\_\_  
President – Contractor

ATTEST:

\_\_\_\_\_  
Secretary

(If a Co-Partnership)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Partners doing Business under the firm

\_\_\_\_\_  
Contractor

(If an Individual) \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
Contractor (SEAL)



## **APPENDIX I**

### **VENDOR APPLICATION PACKET**



CITY OF LIGHTS

THOMAS J. WEISNER

Mayor

Dear Vendor:

Thank you for your interest in doing business with the City of Aurora. Each year, the City buys a variety of products ranging from office supplies to equipment to a wide range of professional and technical services. These purchases are accomplished through the Purchasing Division of the City's Finance Department.

Vendors who wish to do business with the City of Aurora must first take steps to become aware of the materials, supplies, equipment or services sought by the City. Vendors should also register to receive notice of the City's procurement needs. To ensure you receive notice of the procurement activities most appropriate to you, please complete the enclosed Forms. Please be sure to provide a description of the products you offer on the Vendor Application form where indicated. The City sends copies of bid specifications to vendors registered for the specific products and services. We also advertise bids on our website at [www.aurora-il.org/finance/purchasing/bid\\_invitation](http://www.aurora-il.org/finance/purchasing/bid_invitation) and in our local newspaper, the *Aurora Beacon News*. Most nonconstruction bid packages can be downloaded from the City's website.

The City of Aurora encourages the participation of businesses owned by minorities, women, and disabled persons (MWDP) in the City's procurement process as well as self-declared vendors. If you have obtained certification by one of the following programs and agencies, please provide a current certification certificate with your Vendor Application Form.

1. Illinois Unified Certification Program
2. Illinois Department of Central Management Services (CMS) Business Enterprise Program
3. Illinois Department of Transportation
4. Women's Business Development Center

If you have questions on how to become a vendor of the City, please call or write:

City of Aurora  
Purchasing Division of the Finance Department  
44 E. Downer Place  
Aurora, Illinois 60505  
630-256-3550

We look forward to doing business with you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tom Weisner', written over a horizontal line.

Thomas J. Weisner



**PURCHASING DIVISION**

44 East Downer Place  
Aurora, Illinois 60507

(630) 256-3550 (phone)  
(630) 256-3559 (fax)

**VENDOR APPLICATION FORM**

Please fill in all spaces, Insert "NA" in blocks not applicable.  
TYPE OR PRINT ALL ENTRIES.

Date: 9/13/16

COMPANY <u>K.L.F. Enterprises, Inc.</u>	HOW LONG IN PRESENT BUSINESS?
--	-------------------------------

ADDRESS <u>2044 W 163rd St, Unit 2</u>	CITY <u>Markham</u>	STATE <u>IL</u>	ZIP <u>60428</u>
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CONTACT PERSON <u>James Bracken</u>	PHONE AND EXTENSION <u>708.825.1439</u>	FAX NUMBER <u>708.331.4212</u>
--	--	-----------------------------------

EMAIL ADDRESS bracken208@gmail.com

TYPE OF ORGANIZATION (Check Applicable) <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation	If Incorporated, indicate in which State
---	--

Year Established: <u>2001</u>	Number of Employees working in Aurora:
-------------------------------	--

CATEGORY (Check below the category which applies to the applicant)

<input type="checkbox"/> (A) Manufacturer or Producer	<input type="checkbox"/> (C) Retailer	<input type="checkbox"/> (E) Distributor
<input type="checkbox"/> (B) Wholesaler	<input type="checkbox"/> (D) Manufacturer's Agent	<input type="checkbox"/> (F) Service Establishment

TYPE OF PRODUCT/SERVICE REQUESTING TO BID ON:  
DEMO

**NAMES OF OFFICERS, MEMBERS OR OWNERS OF CONCERN, PARTNERSHIP, ETC.**

(A) PRESIDENT <u>JAMES Bracken</u>	(B) VICE PRESIDENT
(C) SECRETARY <u>KELLY Bracken</u>	(D) TREASURER <u>KELLY Bracken</u>
(E) OWNERS OR PARTNERS	

(F) IF (A) THRU (E) EMPLOYED BY STATE OR LOCAL GOVERNMENT STATE UNIT OF GOVERNMENT

TAXPAYER'S I.D. NO. FEIN <u>36-4346764</u>	INSURANCE INFORMATION (Check Applicable) LIABILITY INSURANCE: \$1,000,000    \$2,000,000    \$5,000,000    Other Minimum acceptable limits are \$1M per occurrence, \$2M general aggregate (some projects/bids may also require higher limits and/or excess liability coverage). It is required that the City of Aurora be named as a primary, non-contributory additional insured. Insurance Co. <u>RMA Insurance</u>
S.S. No. _____ Completed W-9 Form required	

Attach a copy of your current certificate of insurance

**PERSON(S) AUTHORIZED TO SIGN QUOTES, PROPOSALS, BIDS AND CONTRACTS:**

NAME	OFFICIAL CAPACITY
<u>JAMES Bracken</u>	<u>PRESIDENT</u>
<u>KELLY Bracken</u>	<u>Sec / Treasurer</u>

**MINORITY/WOMEN/DISABLED BUSINESS**

The City of Aurora has established a Procurement Development Program designed to encourage city procurement from businesses owned by minorities, women, and disabled persons (MWDP).

Please enclose a current copy of your minority status certification from one of the below agencies with this application to register as a minority group member.

- Illinois Unified Certification Program
- Illinois Department of Central Management Services (CMS) Business Enterprise Program
- Illinois Department of Transportation
- Women's Business Development Center

**MINORITY GROUP MEMBER** Please check the applicable box(es).

**NOTE:** Do not complete this section unless you have attached a certification from one of the listed agencies.

Minority Business Enterprise

Women Business Enterprise

Disabled Business Enterprise

The City of Aurora also recognizes procurement actions with self-declared (non-certified) MWDP businesses. Please check the applicable box below.

- African American     Hispanic American     Native American     Asian-Pacific American  
 Women-Owned     Disabled

**References:**

Please provide name, address and phone number of references.

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

  
\_\_\_\_\_  
Signature of Person Authorized to Sign this Application

*JAMES BRACKEN / PRESIDENT*  
\_\_\_\_\_  
Name and Title of Person Signing (Type or Print)

**USE BY CITY OF AURORA ONLY**

<b>VENDOR NUMBER:</b>	<b>APPROVED BY:</b>	<b>DATE:</b>
<b>COMMODITY CODE:</b>	<b>MINORITY STATUS:</b>	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/22/2016

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 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  RAM Insurance Agency 16614 W 159th Street, Unit 303 Lockport, IL 60441	CONTACT NAME: April Mroz	PHONE (A/C, No, Ext): 815-893-8284	FAX (A/C, No): 312 621-2288
	E-MAIL ADDRESS: amroz@raminsuranceagency.com		
INSURED  KLF Enterprises Inc 2300 W 167th Street Markham, IL 60428	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Rockhill Insurance Co		28053
	INSURER B : Evanston Insurance Co		35378
	INSURER C : Carolina Casualty Ins Co		10510
	INSURER D : Cincinnati Insurance Company		10677
	INSURER E : Lexington Insurance Company		19437
INSURER F : Harleysville Group		23582	

COVERAGES CERTIFICATE NUMBER: 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 INSR	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X	X	RCGLPG0307000	02/25/2016	02/25/2017	EACH OCCURRENCE \$1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$10,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY \$1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$2,000,000	
							PRODUCTS - COMP/OP AGG \$2,000,000	
							\$	
D	AUTOMOBILE LIABILITY	X	X	ENP860463	02/25/2016	02/25/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$	
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$	
							\$	
B	UMBRELLA LIAB	X	X	MKLV40LE106555	02/25/2016	02/25/2017	EACH OCCURRENCE \$5,000,000	
	EXCESS LIAB						AGGREGATE \$5,000,000	
	<input type="checkbox"/> CLAIMS-MADE						\$	
	DED <input checked="" type="checkbox"/> RETENTION \$0						\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	BNUWC0129482	10/23/2015	10/23/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$1,000,000	
							E.L. DISEASE - POLICY LIMIT \$1,000,000	
E	Pollution Liab	X	X	CPL15908232	02/25/2016	02/25/2017	\$5,000,000 Occ/Agg	
F	Leased & Rented			CIM0000002797OV	11/19/2015	11/19/2016	\$345,000 Limit \$2,500 Deductible	

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

CERTIFICATE HOLDER

CANCELLATION

Proof of Insurance	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  <i>George F. Monahan Jr.</i>



CITY OF LIGHTS

THOMAS J. WEISNER  
Mayor

Purchasing Division | Finance Department

Esther L. Phillips  
Director of Purchasing

**CITY OF AURORA  
PURCHASE ORDER REQUIREMENT POLICY  
ACKNOWLEDGEMENT FORM**

I/we hereby acknowledge and will comply with the following *Purchase Order Requirement Policy* of the City of Aurora.

*All properly authorized purchases of the City of Aurora must be evidenced by the issuance of a purchase order. A city purchase order number must be reflected on a vendor's invoice in order to ensure that purchases are made by authorized individuals for appropriate municipal purposes.*

*Any invoice received by the City of Aurora which is not supported by a purchase order will not be accepted as a valid city obligation. The invoice will be returned to the vendor without the city processing it for payment. This policy does not restrict city employees from making purchases on behalf of the city government with a credit card.*

*Notwithstanding the above, a city employee may make emergency purchases during non-business hours (i.e., without a purchase order) when goods or services are "urgently and imminently necessary for the preservation of life, health, and property." Prior to allowing an emergency purchase on behalf of the city, a vendor must obtain authorization from a member of the city's Purchasing Division Staff:*

Purchasing Division 630-256-3550  
Esther Phillips 630-688-0245  
Jolene Coulter 708-846-8811

Company Name: KLF Enterprises

Address: 2044 W. 163rd Street Unit 2

City: Markham State: IL Zip: 60428

Phone: (708) 825-1439 Contact: James Bracken

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

Print Name: James Bracken

If you desire to receive purchase orders electronically, please provide your email address below:

Email Address: bracken708@gmail.com

Invoices may be submitted to the city's Purchasing Division via email to: [PurchasingDL@aurora-il.org](mailto:PurchasingDL@aurora-il.org).

City of Aurora, Purchasing Division  
44 East Downer Place  
Aurora, Illinois 60507  
Fax: 630-256-3559  
Email: [PurchasingDL@aurora-il.org](mailto:PurchasingDL@aurora-il.org)

CITY OF AURORA

Electronic Funds Transfer Agreement

THE CITY OF AURORA (Purchaser) agrees to remit payment(s) to \_\_\_\_\_  
(Seller) through electronic funds transfer (EFT) in accordance to the following terms and conditions:

1. This form is solely for authorization to remit payments via EFT in accordance with the National Automated Clearing House Association's Corporate Trade Payment Rules.
2. In order to ensure timely and accurate application of each EFT payment, you must submit your Bank Name, Account Name, Account Number, ABA Number, Account Type, and email for remittance notification.
3. The Purchaser will use CCD format with addendum information to the Seller's financial institution. If unable to transmit addendum information, remittance detail will be sent to the email address identified on this form.
4. The Purchaser will provide email notification to the email address provided by Seller to help ensure each EFT submitted is accurately and promptly applied to the appropriate invoice(s).
5. Although submitting payment EFT, Purchaser's payment terms will remain the same in accordance to the Illinois Local Government Prompt Payment Act, except that Purchaser shall not be liable for payments not made within the allotted time due to Seller's bank inability to receive EFT payments, including, without limitation, bank computer software/hardware related issues.
6. Any cash discount period shall extend to the date that the invoice is paid.
7. All EFT transactions will be for credit to City of Aurora account(s) only. Adjustments may be made against payments to compensate for payments made in error.
8. Either Purchaser or Seller may terminate the use of EFT by written notice to the other at least thirty (30) days before the desired termination date.
9. Written notice to Purchaser shall be addressed to:

CITY OF AURORA  
 44 E. Downer Place  
 Aurora, IL 60507  
 Attention: Esther L. Phillips, Director of Purchasing

Written notice to Seller shall be addressed to:

\_\_\_\_\_  
 (Contact Name) (Address) (Phone)

10. Seller Bank Information:

A voided check or bank paperwork showing the bank name, routing number, account name and account number into which the funds are to be deposited **is required**. Deposit slips are not acceptable.

Email for remittance notification: \_\_\_\_\_

City of Aurora Account No. with your institution (if applicable): \_\_\_\_\_

11. Seller Contact Information:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Company Name: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_

If you are able to meet all of the EFT requirements and you would like to proceed with being set-up via EFT payment, please sign and date below.

Agreed to:

Agreed to:

\_\_\_\_\_  
(Seller – Company Name)

\_\_\_\_\_  
City of Aurora  
(Purchaser)

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

By *Esther L. Phillips*  
(Signature)

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

\_\_\_\_\_  
Esther L. Phillips  
(Print Name)

Date \_\_\_\_\_

Date \_\_\_\_\_

**NOTE:** Occasionally certain payments to the Seller may be used by the Purchaser to acquire reimbursements from a third party such as the Federal government. By signing this agreement, the Seller agrees, upon the Purchaser’s request, to provide a notarized letter which is an acceptable proof of payment, noting the time of service, payment amount and project, if any.

**REQUIRED:** Please ensure you attach a voided check or bank paperwork showing the bank name, routing number, account name and account number into which the funds are to be deposited. Deposit slips are not acceptable.

For Purchasing Use Only	
Vendor No.	
Entered by:	





The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China Income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

#### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

#### Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

#### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

#### Specific Instructions

##### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

### Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

### Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

### Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requestor's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>3</sup>  The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

 **AIA** Document A305™ – 1986

**Contractor's Qualification Statement**

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

**SUBMITTED TO:**

**ADDRESS:**

**SUBMITTED BY:**

**NAME:** KLF Enterprises

**ADDRESS:** 2044 W 163<sup>rd</sup> St Suite 2  
Markham, IL 60428

**PRINCIPAL OFFICE:**

- Corporation
- Partnership
- Individual
- Joint Venture
- Other

**NAME OF PROJECT (if applicable):**

**TYPE OF WORK (file separate form for each Classification of Work):**

- General Construction
- HVAC
- Electrical
- Plumbing
- Other (please specify)

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

**§ 1. ORGANIZATION**

**§ 1.1** How many years has your organization been in business as a Contractor?

14 years

**§ 1.2** How many years has your organization been in business under its present business name?

14 years

**§ 1.2.1** Under what other or former names has your organization operated?

KLF Trucking

**§ 1.3** If your organization is a corporation, answer the following:

**§ 1.3.1** Date of incorporation:

2/22/2000

**§ 1.3.2** State of incorporation:

Illinois

**§ 1.3.3** President's name:

James Bracken

**§ 1.3.4** Vice-president's name(s)

James Bracken

**§ 1.3.5** Secretary's name:

Kelly Bracken

**§ 1.3.6** Treasurer's name:

Kelly Bracken

**§ 1.4** If your organization is a partnership, answer the following:

**§ 1.4.1** Date of organization:

**§ 1.4.2** Type of partnership (if applicable):

**§ 1.4.3** Name(s) of general partner(s)

**§ 1.5** If your organization is individually owned, answer the following:

**§ 1.5.1** Date of organization:

§ 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

**§ 2. LICENSING**

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

Cook County, Will County, DuPage County, McHenry County, Lake County, City of Chicago, City of Markham, Village of Riverdale, Village of Westmont, etc.

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

Illinois (Chicagoland area)

**§ 3. EXPERIENCE**

§ 3.1 List the categories of work that your organization normally performs with its own forces.

Demolition, excavation, trucking, transfer station, site work and restoration

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

No

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

No

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

No

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

No

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

§ 3.4.1 State total worth of work in progress and under contract:

\$500,000.00

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

§ 3.5.1 State average annual amount of construction work performed during the past five years:

\$4.5 Million

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.



**§ 4. REFERENCES**

**§ 4.1 Trade References:**

**§ 4.2 Bank References:**

PNC Bank  
2021 Spring Rd  
Oak Brook, IL 60523

**§ 4.3 Surety:**

**§ 4.3.1 Name of bonding company:**  
Allegheny Casualty Company  
1560 Wall St Ste 207  
Naperville, IL 60563

**§ 4.3.2 Name and address of agent:**  
Robert Walker/RAM Insurance Company  
16614 W 159<sup>th</sup> St #303  
Lockport, IL 60441

**§ 5. FINANCING**

**§ 5.1 Financial Statement. See attached**

**§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:**

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

**§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:**

KCM Accounting  
11516 W 183<sup>rd</sup> St Unit NE  
Orland Park, IL 60467

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

Yes

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

## § 6. SIGNATURE

§ 6.1 Dated at this \_\_\_\_\_ day of \_\_\_\_\_

Name of Organization: KLF Enterprises

By: James Bracken

Title: President

§ 6.2

\_\_\_\_\_ being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public:

My Commission Expires:

KCM Accounting Inc.  
11516 W 183rd St Ste NE  
Orland Park, IL 60467  
708-478-0305

To the Board of Directors  
K.L.F. ENTERPRISES, INC.  
2300 W 167TH ST

MARKHAM, IL

We have compiled the accompanying balance sheet of K.L.F. ENTERPRISES, INC. as of December 31, 2015, and the related statements of income for the year then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them.

Management has elected to omit substantially all of the disclosures and the statements of retained earnings and changes in financial position required by generally accepted accounting principles. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the company's assets, liabilities, equity, revenue and expenses. Accordingly, these financial statements are not designed for those who are not informed about such matters.

Respectfully Submitted,

Kimberly Knippel, EA

April 29, 2016

# Financial Reports

**K.L.F. ENTERPRISES, INC.**  
**BALANCE SHEET**  
**As of December 31, 2015**

**ASSETS**

**CURRENT ASSETS**

CASH IN BANK	\$ 415.41
5/3RD BANK	3,802.50
PNC BANK	65,724.40
ACCOUNTS RECEIVABLE	1,754,359.40
ALLOWANCE FOR BAD DEBTS	<u>2.00</u>

**TOTAL CURRENT ASSETS** 1,824,303.71

**FIXED ASSETS**

MACHINERY & EQUIPMENT	1,062,007.86
EQUIPMENT - OTHER	78,835.38
LEASEHOLD IMPROVEMENTS	259,854.78
TRUCKS, TRAILERS & VEHICLES	1,401,113.92
LESS:ALLOW. FOR DEPRECIATION	<u>(2,456,586.93)</u>

**TOTAL FIXED ASSETS** 345,225.01

**OTHER ASSETS**

LOAN TO EMPLOYEE	13,008.21
DUE FROM BRACKENBOX	(2,540,368.10)
DUE TO HMB	278,052.69
DUE TO 2300 W 167TH	(516,847.71)
DUE TO MTR	2,302,733.83
DUE TO BRACKEN MGT	(145,152.27)
DUE TO UTS	438,001.76
DUE TO KANKAKEE RECYL	1,000.00
DUE TO UTILITY HYDRO	11,000.00
DUE FROM SHAREHOLDER	<u>(150,764.24)</u>

**TOTAL OTHER ASSETS** (309,335.83)

**TOTAL ASSETS** \$ 1,860,192.89

**K.L.F. ENTERPRISES, INC.**  
**BALANCE SHEET**  
**As of December 31, 2015**

**LIABILITIES AND STOCKHOLDERS' EQUITY**

<b>CURRENT LIABILITIES</b>	
ACCOUNTS PAYABLE	\$ 419,428.65
ACCRUED FED. PAYROLL TAXES	3,554.90
ACCRUED STATE PAYROLL TAXES	478.52
FEDERAL UNEMPLOYMENT TAX	87.80
STATE UNEMPLOYMENT TAX	<u>1,222.63</u>
<b>TOTAL CURRENT LIABILITIES</b>	<u>424,772.50</u>
<b>LONG-TERM LIABILITIES</b>	
PNC LOAN #7596	205,000.00
PNC LOAN - 6235	179,166.65
PNC LOAN - 2374	193,049.63
N/P - DIRECT CAPITAL	65,120.38
GE CAPITAL (2187.83)	41,568.77
N/P - ALLY GMC SIERRA 2015 (1025.9	40,535.91
N/P - PROFICIO BANK	<u>122,271.16</u>
<b>TOTAL LONG-TERM LIABILITIES</b>	<u>846,712.50</u>
<b>TOTAL LIABILITIES</b>	<u>1,271,485.00</u>
<b>EQUITY</b>	
CAPITAL STOCK	1,000.00
RETAINED EARNINGS	(86,810.26)
NET INCOME (LOSS)	<u>674,518.15</u>
<b>TOTAL EQUITY</b>	<u>588,707.89</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u>\$ 1,860,192.89</u>

See Accountants' Compilation Report

**K.L.F. ENTERPRISES, INC.  
INCOME STATEMENT**

12 Months Ended  
December 31, 2015

<b>Sales</b>	
GROSS REVENUE - TRUCKING	\$ 7,302,343.02
GROSS REVENUE - CONSTRU	182,618.35
OTHER TRUCKING INCOME	145,859.45
Less Returns & Allowances	<u>0.00</u>
<b>Total Sales</b>	<u>7,630,820.82</u>
<b>Cost of Goods Sold</b>	
MATERIALS & SUPPLIES	1,032,323.17
YARD MAINTENANCE	23,414.92
FUEL & OIL	500,000.00
OVERWEIGHT FEES	814.00
LICENSE & PERMITS	2,002.51
TIRES	3,289.43
TRUCK MAINTENANCE	137,297.90
DISPOSAL FEES	183,233.34
OUTSIDE LABOR & CONTRACT	2,666,889.57
TRUCK SERV & REPR	669.51
TRUCK PLATES	1,842.00
DIRECT LABOR	<u>685,487.67</u>
<b>Total Cost of Goods Sold</b>	<u>5,337,264.02</u>
<b>Gross Profit</b>	<u>2,293,556.80</u>
<b>Operating Expenses</b>	
VEHICLE MAINTENANCE	8,143.60
FICA TAX	74,308.39
FEDERAL UNEMPLOYMENT TA	798.85
STATE UNEMPLOYMENT TAX	9,323.21
OTHER TAX	2,200.00
UTILITIES	34,162.86
ADVERTISING	1,390.00
BANK & MERCHANT FEES	245.30
BAD DEBT	38,100.35
BID DEPOSIT	110.00
COMPENSATION OF OFFICER	53,000.00
OFFICE WAGES	233,524.42
EQUIPMENT RENTAL	112,356.79
POSTAGE	288.44
LICENSE & FEES	109,978.37
PENSION	1,200.00
RENT	126,000.00
SMALL TOOLS	3,611.80
EQUIPMENT RENTAL	68,989.61
MEDICAL	335.00
OTHER INSURANCE	147,887.19
WORKERS COMP INS	(8,321.00)
OFFICER LIFE INS	47,020.48
HEALTH INSURANCE	256,483.83
INTEREST	139,608.52
PROFESSIONAL FEES	3,325.00
REPAIRS & MAINTENANCE	67,895.00

See Accountants' Compilation Report

**K.L.F. ENTERPRISES, INC.  
INCOME STATEMENT**

12 Months Ended  
December 31, 2015

UNION BENEFITS	209,125.58
MISCELLANEOUS	77,816.92
CONTRIBUTIONS	9,850.00
ACCOUNTING	(120.00)
LEGAL	24,830.53
DEPRECIATION	<u>205,569.57</u>
<b>Total Operating Expenses</b>	<u>2,059,038.65</u>
<b>Operating Income (Loss)</b>	<u>234,518.15</u>
<b>Other Income</b>	
MANAGEMENT FEE	<u>440,000.00</u>
<b>Total Other Income (Loss)</b>	<u>440,000.00</u>
<b>Net Income (Loss)</b>	<u>\$ 674,518.15</u>

See Accountants' Compilation Report





### Completed Work

1. Name: Village of Glenwood, IL  
Address: One Asselborn Way Glenwood, IL  
Contact: Kevin Welsh  
Phone Number: 708-516-1195  
Address of Demolition: 38 E. Main St.  
Completion Date: 12/2014
2. Name: City of Calumet City, IL  
Address: 204 Pulaski Rd. Calumet City, IL  
Contact: Randy Barron  
Phone Number: 708-891-8120  
Address of Demolition: 248 153<sup>rd</sup> Pl. & 655 Lincoln  
Completion Date: 1/2015
3. Name: Village of Westmont, IL  
Address: 31 W. Quincy St. Westmont, IL  
Contact: Noriel Noriega  
Phone Number: 630-981-6295  
Address of Demolition: 415-17 N. Warwick Ave.  
Completion Date: 4/2015
4. Name: Village of Northbrook, IL  
Address: 1225 Cedar Ln Northbrook, IL  
Contact: Nick Desario  
Phone Number: 847-664-4053  
Address of Demolition: 4050 Pamella Ln.  
Completion Date: 4/2015
5. Name: Village of Riverdale, IL  
Address: 725 W. 138<sup>th</sup> St. Riverdale, IL  
Contact: Robert Scharnhorst  
Phone Number: 708-849-2122  
Address of Demolition: 140<sup>th</sup> & Tracey  
Completion Date: 5/2015

6. Name: City of Des Plaines  
Address: 1420 Miner St. Des Plaines, IL  
Contact: Butch Ehrke  
Phone Number: 847-391-6961  
Address of Demolition: 2985 Mannheim Rd.  
Completion Date: 5/2015
7. Name: Grant Community H.S. Dist. 124  
Address: 285 East Grand Ave. Fox Lake, IL  
Contact: Diane Papenhouse  
Phone Number: 847-841-7727  
Address of Demolition: 555 E. Grand Ave.  
Completion Date: 8/2015
8. Name: City of Elgin, IL  
Address: 150 Dexter Ct. Elgin, IL  
Contact: Daina DeNye  
Phone Number: 847-931-5604  
Address of Demolition: 980 Lavoie & 652 McBride  
Completion Date: 7/2015
9. Name: DuPage County  
Address: 421 N. County Farm Rd. Wheaton, IL  
Contact: Jamie Lock  
Phone Number: 630-407-6705  
Address of Demolition: 28W210 Warrenville Rd.  
Completion Date: 7/2015
10. Name: Village of Hodgkins, IL  
Address: 8990 Lyons St. Hodgkins, IL  
Contact: James Cainkar  
Phone Number: 630-887-8640  
Address of Demolition: 6101 East Ave.  
Completion Date: 6/2015
11. Name: Village of Lemont  
Address: 418 Main St. Lemont, IL  
Contact: James Cainkar  
Phone Number: 630-887-8640  
Address of Demolition: 12775 Main St.  
Completion Date: 6/2016

12. Name: City of West Chicago  
Address: 475 Main St.  
Contact: Tim Wilcox  
Phone Number: 630-293-2255  
Address of Demolition: 120 Chicago St.  
Completion Date: 5/2016
  
13. Name: Larson Engineering  
Address: 1488 Bond St. Suite 100  
Contact: Daniel Holt  
Phone Number: 630-800-7003  
Address of Demolition: 11142 S. Ashland Ave. Chicago, IL  
Completion Date: 6/2016
  
14. Name: Kane County  
Address: 719 South Batavia Ave. Geneva, IL  
Contact: Spencer Kroning  
Phone Number: 630-444-1064  
Address of Demolition: 1222 S. Union Aurora & 1386 Pearl Montgomery  
Completion Date: 4/2016
  
15. Name: Cook County Land Bank  
Address: 69 W. Washington St. Suite 2938  
Contact: Mustafaa Saleh  
Phone Number: 312-603-8015  
Address of Demolition: Various Addresses (14 Buildings)  
Completion Date: 6/2016
  
16. Name: Village of Lemont  
Address: 418 Main St. Lemont, IL  
Contact: James Cainkar  
Phone Number: 630-887-8640  
Address of Demolition: 12775 Main St. Lemont, IL  
Completion Date: 6/2016
  
17. Name: Barrington School Dist. 220  
Address: 310 James St. Barrington, IL  
Contact: Walter Gaft  
Phone Number: 847-821-6219  
Address of Demolition: 135 Kelsey Rd. Lake Barrington, IL  
Completion Date: 4/2016

18. Name: City of Harvey

Address: 15320 S. Broadway Ave. Harvey, IL

Contact: LaTonya Rufus

Phone Number: 847-821-6219

Address of Demolition: Multiple Addresses

Completion Date: 5/2016

19. Name: Village of Park Forest

Address: 350 Victory Dr.

Contact: Hildy Kingma

Phone Number: 708-283-5622

Address of Demolition: Demolition of 5 single family houses.



- 1. Name: Village of Riverdale**  
**Address: 157 W. 144<sup>th</sup> St.**  
**Contact: Rob Scharnhorst**  
**Phone Number: 708-446-8952**  
**Address of Demolition: Demolition of 3 apartment buildings.**  
**Contract Amount: \$89,000.00**  
**Percentage Completed: 25%**  
**Estimated Completion Date: 8/30/2016**
- 2. Name: Indian Springs School Dist. 109**  
**Address: 7801 W 75th St, Bridgeview, IL**  
**Contact: Elizabeth Veatch (Architect)**  
**Phone Number: 312-253-3430**  
**Address of Demolition: Demolition of trucking company and site remediation.**  
**Contract Amount: \$1,022,000.00**  
**Percentage Completed: 65%**  
**Estimated Completion Date: 8/30/2016**

Chicago Land  
**LABORERS'**  
District Council Training & Apprenticeship Fund

www.chicagolaborers.org

31 May 2016

*Executive Director*  
Thomas Nordeen

*Board Trustees*  
James P. Connolly  
Martin Flanagan  
Joseph V. Healy  
Charles V. LoVerde III  
Riley

*Management Trustees*  
John Gudeman  
John Higgins  
Joseph Koppers  
Robert G. Krug  
David Lorig  
William Vignocchi

Mr. Sergio Zepeda  
KLF Enterprises, Inc.  
2044 W. 163<sup>rd</sup> St. Suite 2  
Markham, IL 60428

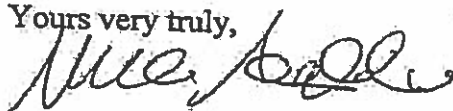
Dear Mr. Zepeda:

Enclosed you will please find a copy of the Department of Labor certification that you requested recently.

You may also use this letter as verification that KLF Enterprises, Inc. is indeed signatory to the Chicago Laborers District Council and contributes to the Laborers Apprenticeship Fund.

Should you require anything further, please do not hesitate to contact me.

Yours very truly,



Miranda R. Maddie  
Administrative Assistant

MRM

**The United States Department of Labor**

**Office of Apprenticeship Training, Employer and Labor Services**  
**Bureau of Apprenticeship and Training**

**Certificate of Registration**

**Chicagoand Laborers' J.A.T.C.**  
**Carol Stream, Illinois**

*For the Trade - Construction Craft Laborer*  
*Registered as part of the National Apprenticeship Program*  
*in accordance with the basic standards of apprenticeship*  
*established by the Secretary of Labor*



April 12, 1999

Date REVISED August 13, 2004

11017990001

Registration No.

*R. J. Chao*

Secretary of Labor

*Anthony Swartz*

Administrator, Apprenticeship Training, Employer and Labor Services

# INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNION NO. 150, 150B, 150A, 150C, 150RA, 150D, 150G, 150M

AFFILIATED WITH THE A.F.L.-C.I.O. AND BUILDING TRADES DEPARTMENT

**JAMES M. SWEENEY**  
PRESIDENT-BUSINESS MANAGER



(708) 482-8800 - FAX (708) 482-7186  
6200 JOLIET ROAD  
COUNTRYSIDE, IL 60525-3992

**JOHN L. AHLGRIM**  
BUSINESS REPRESENTATIVE/ORGANIZER  
OFFICE PHONE: (708) 482-8800  
EXTENSION: 4168  
EMAIL: JAHLGRIM@LOCAL150.ORG

February 4, 2016

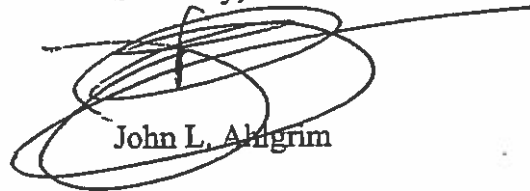
City of Chicago  
Department of Procurement

**RE:** KLF Trucking Co, dba KLF Enterprises  
2044 W 163<sup>rd</sup> Street  
Markham, IL 60428

To whom it may concern,

I'm writing to inform that KLF is a signatory contractor and currently in good standing with the IUOE Local 150. All fringe benefits are current and paid in full. KLF currently has 10 Local 150 operating engineers dispatched to their company. Any further questions please feel free to contact me.

Sincerely,



John L. Ahlgrim



**The United States Department of Labor**

**Office of Apprenticeship  
Certificate of Registration of Apprenticeship Program**

*Operating Engineers Local 150 Apprenticeship Fund  
Wilmington, Illinois  
For the Trade — Operating Engineer (Heavy Equipment Technician)*

*Registered as part of the National Apprenticeship System  
in accordance with the basic standards of apprenticeship  
established by the Secretary of Labor*



*May 5, 2002*  
Date *Revised June 21, 2011*

*Registration No. IL012020003*

*Hilda J. Solis*  
Secretary of Labor

*Ad V. Hall*  
Administrator, Office of Apprenticeship



# AIA Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

KLF Enterprises, Inc.  
2044 W. 163rd Street, Ste 2  
Markham, IL 60428

**SURETY:**

(Name, legal status and principal place of business)

Allegheny Casualty Company  
1560 Wall Street, Ste 207  
Naperville, IL 60563

**OWNER:**

(Name, legal status and address)

City of Aurora  
44 East Downer Place  
Aurora, IL 60507

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT:** Ten Percent of Accompanying Bid (10% of Bid)

**PROJECT:**

(Name, location or address, and Project number, if any)

1126 S. 4th Street Demolition #16-43

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 14th day of September, 2016

(Witness)

(Witness)

KLF Enterprises, Inc.

(Principal)

(Title)

Allegheny Casualty Company

(Surety)

(Title) Robert H. Walker, Attorney-in-fact

(Seal)

(Seal)

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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# POWER OF ATTORNEY

## INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

DOUGLAS P. ONEILL, SUSAN M. PREISSING, H. DONALD PETERSON, DAVID L. JENNINGS,  
JOSEPH A. MADERAK, ROBERT H. WALKER, PHILIP C. REIMER

Chicago, IL.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 31st day of December, 2015.



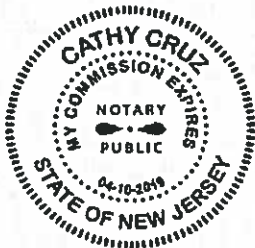
STATE OF NEW JERSEY  
County of Essex

ROBERT W. MINSTER  
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 31st day of December 2015, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires April 16, 2019

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

14<sup>th</sup>

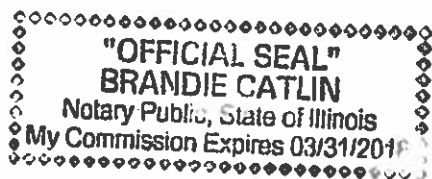
day of September, 2016

MARIA BRANCO, Assistant Secretary

Acknowledgement of Corporate Surety

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF WILL )

On this 14<sup>th</sup> day of September 2016, before me personally appeared Robert H. Walker, to me known, who, being by me duly sworn, did dispose and say: that he reside(s) at Lockport, IL that he is/are the Attorney-in-fact of Allegheny Casualty Company, the corporation described in and which executed and annexed instrument; that he know(s) the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation; that he signed the same name(s) thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.



Brandie Catlin  
(Notary Public in and for the above County and State)

My Commission Expires 03/31/2018