

CITY OF AURORA, ILLINOIS
INVITATION TO BID 16-48

450 JACKSON STREET DEMOLITION
AURORA, IL

BID PROPOSAL FORM

Bid Due Date & Time: 2:00 p.m. CST, Wednesday, November 9, 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. 1, 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: James W. Brach 11.08.2016

CITY OF AURORA, ILLINOIS
INVITATION TO BID 16-48

450 JACKSON STREET DEMOLITION
AURORA, IL

BID PROPOSAL FORM

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

708.825.1439
(PHONE #)

bracken708@gmail.com
(EMAIL ADDRESS)

BID FOR: 16-48 Demolition
PROJECT ADDRESS: 450 Jackson Street
Aurora, IL 6050

FOR: City of Aurora
44 E. Downer Place
Aurora, IL 60507

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, December 14, 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:

Forty Three Thousand Six Hundred & Fifty Dollars and ZERO Cents
(IN WRITING)

Total in Figures \$ 43,650.00

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: _____

Company Name: K.L.F. Enterprises, Inc. ^{BID SUBMITTED BY}

Signature & Date: James W. Brach 11-8-2016

CITY OF AURORA, ILLINOIS
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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 Director of Procurement.

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 163rd St, Unit 2

CITY, STATE, ZIP Markham, IL 60428

PREPARER'S NAME James Bracken

Please Type

AUTHORIZED SIGNATURE James W Bracken President

EMAIL bracken708@gmail.com Title

PHONE # (708) 825-1439 FAX # (708) 331-4212 DATE 11-8-2016

CITY OF AURORA, ILLINOIS
INVITATION TO BID 16-48
450 JACKSON STREET DEMOLITION
AURORA, IL

BID SUBMITTAL CHECKLIST

Each Bid Must Be Placed In An Envelope, Sealed, And Clearly Marked On The Outside: **“16-48 450 JACKSON STREET DEMOLITION.”** In order to be considered responsive, the bidder must submit all of the following items in their sealed envelope:

1. X Apprenticeship or Training Program Certification Form (Page 2)
2. X 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.
3. X Bidder's Certifications (Page 1)
4. X Bidder's Tax Certification (Page 4)
5. X Bid Proposal Form (Appendix E)
6. X Contact Information (Appendix C)
7. X Contract (Appendix G)
8. X Reference List (Appendix D)
9. X 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 16-48

**450 JACKSON STREET DEMOLITION
AURORA, IL**

CONTRACT

THIS AGREEMENT, entered on this _____ day of _____, 2016 ("Effective Date"), for the **450 Jackson 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 October 23, 2016 for **450 Jackson Street 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 16-48 450 JACKSON 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 December 14, 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 H

KANE COUNTY PREVAILING WAGE SCHEDULE

Kane County Prevailing Wage for 2016

Please refer to the State of Illinois website for the current prevailing wage rates:

<https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>

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 and in our local newspaper, the *Aurora Beacon News*. Most non-construction 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', with a stylized flourish at the end.

Thomas J. Weisner

* ALREADY ON FILE *



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: 11.8.2016

COMPANY <u>K.L.F. Enterprises, Inc.</u>		HOW LONG IN PRESENT BUSINESS? <u>16 years</u>	
ADDRESS <u>2044 W 163rd St, Unit 2</u>		CITY <u>Markham</u>	STATE <u>IL</u> ZIP <u>60428</u>
CONTACT PERSON <u>James Bracken</u>		PHONE AND EXTENSION <u>708.825.1439</u>	FAX NUMBER <u>708.331.4212</u>
EMAIL ADDRESS <u>bracken708@gmail.com</u>			
TYPE OF ORGANIZATION (Check Applicable) <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation		If Incorporated, indicate in which State <u>Illinois</u>	
Year Established: <u>2000</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 checked="" type="checkbox"/> (F) Service Establishment			
TYPE OF PRODUCT/SERVICE REQUESTING TO BID ON: <u>Demolition</u>			
NAMES OF OFFICERS, MEMBERS OR OWNERS OF CONCERN, PARTNERSHIP, ETC.			
(A) PRESIDENT <u>James Bracken</u>		(B) VICE PRESIDENT <u>N/A</u>	
(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 <u>N/A</u>			
TAXPAYER'S I.D. NO. FEIN <u>36-4346764</u> or S.S. No. _____ Completed W-9 Form required		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>RAM Insurance</u> 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>	

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.

1. _____
2. _____
3. _____
4. _____
5. _____


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

VENDOR NUMBER:	APPROVED BY:	DATE:
COMMODITY CODE:	MINORITY STATUS:	

Client#: 24312

KLFENTE

ACORD™

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

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

INSURED

KLF Enterprises Inc
2300 W 167th Street
Markham, IL 60428

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 SUBR INSR WVD	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
						PERSONAL & ADV INJURY \$1,000,000
						GENERAL AGGREGATE \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					\$
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					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	X X	MKLV40LE106555	02/25/2016	02/25/2017	EACH OCCURRENCE \$5,000,000
	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$5,000,000
	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 STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	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	X X	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

George F. Monahan



CITY OF LIGHTS

THOMAS J. WEISNER
Mayor

Purchasing Division | Finance Department

Joan M. Schouten
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
Joan Schouten	630-688-0245
Jolene Coulter	708-846-8811

Company Name: K.L.F. Enterprises, Inc.
Address: 2044 W 163rd St, Unit 2
City: Markham State: IL Zip: 60428
Phone: 708-825-1439 Contact: James Bracken
Signature: James W Bracken Date: 11-8-2016
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**.

City of Aurora, Purchasing Division
44 East Downer Place
Aurora, Illinois 60507
Fax: 630-256-3559
Email: 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 Cash Concentration Disbursement (CCD) format to remit to the Seller's financial institution.
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 via EFT, Purchaser's payment terms will remain the same in accordance with 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 PURCHASING
44 E. Downer Place
Aurora, IL 60507

Written notice to Seller shall be addressed to Seller Contact Information provided below.

10. **Seller Bank Information:** A voided check or bank documents showing the applicable 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)

By _____
(Signature)

(Print Name)

Date _____

City of Aurora

(Purchaser)

By 
(Signature)

Joan M. Schouten

(Print Name)

Date _____

For Purchasing Use Only

Vendor No.	
Entered by:	

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 attach a voided check or bank documents showing the applicable bank name, routing number, account name and account number into which the funds are to be deposited. Deposit slips are not acceptable.

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) KLF ENTERPRISES	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.) 2044 W. 143rd St. Suite 2 City, state, and ZIP code Murkham, IL 60438	
Requester's name and address (optional) CITY OF AURORA, ILLINOIS 44 E DOWNER PLACE AURORA, IL 60507-2067		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number	
Employer identification number	
36	4346761

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person <i>[Signature]</i>	Date 9-13-16
-----------	--	------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

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.I.F. Enterprises, Inc.

ADDRESS 2044 W 1163rd St, Unit 2

CITY/STATE/ZIP CODE Markham IL 60428

NAME OF CORPORATE/COMPANY OFFICIAL James Bracken

PLEASE TYPE OR PRINT CLEARLY

TITLE President

AUTHORIZED OFFICIAL SIGNATURE James W Bracken

DATE 11-7-2016

TELEPHONE (708) 825-1439

FAX No. (708) 331-4212

Subscribed and Sworn to

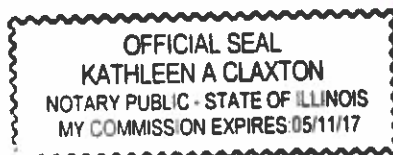
Before me this 7 day

of NOV, 2016

Kathleen A Claxton

Notary Public

(SEAL)



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:

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
Laborer's Local 1,76, & 285

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

By: James W Brach
(Signature)
Title President

STATE OF ILLINOIS)
)
County of Kane) ss.

BIDDER'S TAXCERTIFICATION

(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 8th day of November, 2016.

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

ATTEST/WITNESS:

By [Signature]
Title P.M.

8 Subscribed and sworn to before me this
day of Nov, 2016.

Kathleen A. O'Connell
Notary Public

(SEAL)

CITY OF AURORA, ILLINOIS
INVITATION TO BID 16-48

450 JACKSON STREET DEMOLITION
AURORA, IL

CONTACT INFORMATION

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

Customer Service/General Information: Ph: 708.825.1439

To place an order:

Name: James Bracken

Ph: 773.983.2463 Fax: 708.331.4212

E-mail: bracken708@gmail.com

Billing & Invoicing question:

Name: Sergio Zepeda

Ph: 773.640.1104 Fax: 708.331.4212

E-mail: sergiozbbox@yahoo.com

Questions:

Name: Sergio Zepeda

Ph: 773.640.1104 Fax: 708.331.4212

E-mail: sergiozbbox@yahoo.com

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

Signature & Date: James W Brack 11.08.2016

CITY OF AURORA, ILLINOIS
INVITATION TO BID 16-48
450 JACKSON STREET DEMOLITION
AURORA, IL

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: K.L.F. Enterprises, Inc.

Signature & Date: James W. Branch 11-8-2016



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

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

PROJECT:

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

16-48 450 Jackson Street Demolition, Aurora, IL

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

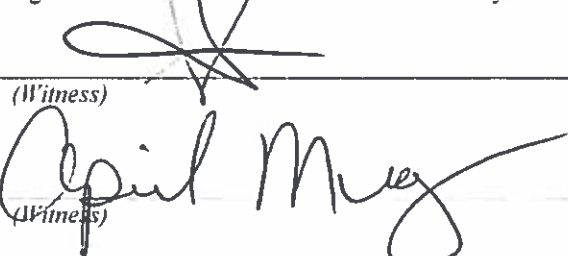
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

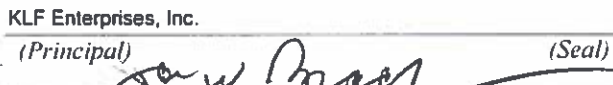
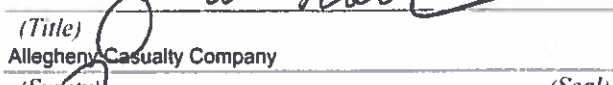
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the 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 9th day of November, 2016

(Witness)

(Witness)

KLF Enterprises, Inc.
(Principal)  (Seal)
(Title)
Allegheny Casualty Company
(Surety)  (Seal)
(Title) Robert H. Walker, Attorney-in-fact

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.

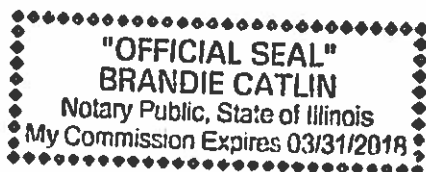
AIA Document A310™ – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. **WARNING:** This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org

061110

Acknowledgement of Corporate Surety

STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

On this 9th day of November 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

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 9th day of November 2016

MARIA BRANCO, Assistant Secretary



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:

CITY OF Aurora

ADDRESS:

44 E. Downers Place
Aurora, IL

SUBMITTED BY:

NAME: KLF Enterprises

ADDRESS: 2044 W 163rd 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 159th 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:

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User Notes:

(2533789901)

KCM Accounting
11516 W 183rd 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

CURRENT LIABILITIES	
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>
TOTAL CURRENT LIABILITIES	<u>424,772.50</u>
LONG-TERM LIABILITIES	
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>
TOTAL LONG-TERM LIABILITIES	<u>846,712.50</u>
TOTAL LIABILITIES	<u>1,271,485.00</u>
EQUITY	
CAPITAL STOCK	1,000.00
RETAINED EARNINGS	(86,810.26)
NET INCOME (LOSS)	<u>674,518.15</u>
TOTAL EQUITY	<u>588,707.89</u>
TOTAL LIABILITIES & EQUITY	<u><u>\$ 1,860,192.89</u></u>

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

12 Months Ended
December 31, 2015

Sales	
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>
Total Sales	<u>7,630,820.82</u>
Cost of Goods Sold	
MATERIALS & SUPPLIES	1,032,323.17
YARD MAINTENANCE	23,414.92
FUEL & OIL	600,000.00
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>
Total Cost of Goods Sold	<u>5,337,264.02</u>
Gross Profit	<u>2,293,556.80</u>
Operating Expenses	
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	1,200.01
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	24,830.56
DEPRECIATION	<u>205,569.57</u>
Total Operating Expenses	<u>2,059,038.55</u>
Operating Income (Loss)	<u>234,518.15</u>
Other Income	
MANAGEMENT FEE	<u>440,000.00</u>
Total Other Income (Loss)	<u>440,000.00</u>
Net Income (Loss)	<u>\$ 674,518.15</u>

See Accountants' Compilation Report



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 153rd 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. 138th St. Riverdale, IL
Contact: Robert Scharnhorst
Phone Number: 708-849-2122
Address of Demolition: 140th & 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

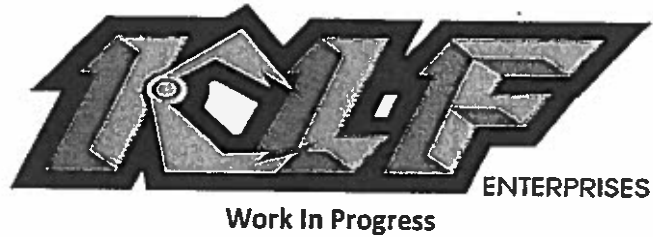
19. Name: Village of Park Forest

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. 144th St.
Contact: Rob Scharnhorst
Phone Number: 708-446-8952
Address of Demolition: Demolition of 3 apartment buildings.
Contract Amount: \$89,000.00
Percentage Completed: 95%
Estimated Completion Date: 10/18/2016

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: 80%
Estimated Completion Date: 10/30/2016

Chicago Land
LABORERS'
District Council Training & Apprenticeship Fund

www.chicagolaborers.org

31 May 2016

Executive Director
Thomas Nordeen

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

Management Trustees
Gudeman
E. Higgins
John Koppers
Robert G. Krug
Daniel Lorig
James Vignocchi

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

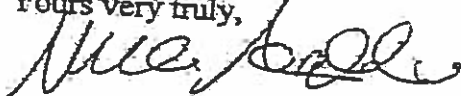
Dear Mr. Zepeda:

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

Stream Location

1000 Gary Avenue
Chicago, IL 60610

LiUNA!

Chicago Location
5700 West Homer Street

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.

Anthony S. Chao

Secretary of Labor

Anthony S. Chao

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: JAHLLGRIM@LOCAL150.ORG

February 4, 2016

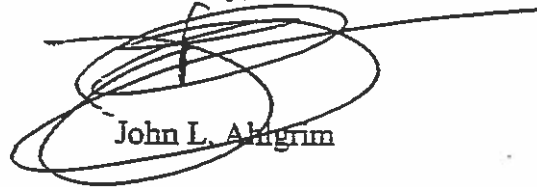
City of Chicago
Department of Procurement

RE: KLF Trucking Co, dba KLF Enterprises
2044 W 163rd 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

Winnington, 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

Revised June 21, 2011

Registration No.

IL012020003



Hilda F. Solis
Secretary of Labor

Al V. Hall
Administrator, Office of Apprenticeship