



**DuPage County Illinois**  
 421 N. County Farm Road  
 Wheaton, IL 60187-3978

**PURCHASE ORDER #: 2054-0001 SERV**

Please Include this Purchase Order Number on all invoices, shipping papers, packages and correspondence. Failure to comply may result in delayed payment of invoices. Current Terms and Conditions are located at [www.dupageco.org](http://www.dupageco.org).

DATE: **09/29/2016**

TO **13264**  
**KLF ENTERPRISES INC**  
**2300 W 167TH ST**  
**MARKHAM IL 60428**

**708-331-4200**  
**708-331-4212**

<b>Reference #</b>	
<b>Effective Date</b>	09/29/2016
<b>Expiration Date</b>	11/30/2017
<b>Last Invoice Allowed Date</b>	05/28/2018
<b>Lifetime Max Amount</b>	\$238,224.00

<b>Vendor Agreement Reference:</b>
DOT-KLF ENTERPRISES
<b>Vendor Agreement Description:</b>
DEMOLITION OF UP TO 12 FLOOD PRONE PROPERTIES BID 16-155-DT

TERMS		SHIP VIA		UNIT PRICE	AGREEMENT MAX QTY	AGREEMENT MAX AMOUNT	
SHIP TERMS	Freight included in Price	Best Way					
FRT TERMS	FOB Destination						
LINE	QUANTITY	UOM	ITEM DESCRIPTION				
1	0		This Contract Purchase Order is for the Demolition of up to 12 Flood Prone Properties per lowest responsible bid #16-155-DT, which is attached and made apart hereof.  <b>DEMOLITON OF UP TO 12 FLOOD PRONE PROPERTIES BID #16-155DT</b>		\$238,224.00	0.00	\$238,224.00

Buyer Contact:  
 Debra Thompson

**Total Amount: \$238,224.00**

Phone: 630-407-6184  
 Email: [Debra.Thompson@DuPageCo.Org](mailto:Debra.Thompson@DuPageCo.Org)

7995



# PROCUREMENT REVIEW CHECKLIST

REQUISITION # 2054 Sew

This form must accompany all County Purchase Requisitions.

NEW PURCHASE ORDER REQUEST			
REQUISITION #		CONTRACT TERM	
DATE SUBMITTED	08/24/16	REQUESTING DEPT.	Stormwater Management
VENDOR	KLF Enterprises	DEPT. CONTACT	Jamie Lock
VENDOR PHONE #	(708) 331-4200	CONTACT PHONE #	(630) 407-6705
DESCRIPTION OF PROCUREMENT / SCOPE OF WORK	\$238,224.00 - Furnish all equipment, labor, material, tools and supervision necessary for the demolition of up to twelve (12) flood prone residential properties, associated with bid 16-155.		
REASON FOR PROCUREMENT	Lowest Responsive Bidder per Bid # 16-155		
BACKGROUND (HISTORY)	DuPage County has received funding from FEMA's HMGP and the CDBG-DR grant from HUD to acquire and demolish flood prone residential properties.		

### SOURCE OF FUNDING

- THIS PROCUREMENT WAS SPECIFICALLY BUDGETED FOR (FY & BUDGET CODE) 1600-3000-54060
- BUDGET TRANSFER (DATE) \_\_\_\_\_
- FUNDS FOR THIS PROCUREMENT HAVE BEEN IDENTIFIED IN BUDGET LINE \_\_\_\_\_

### DECISION MEMO NOT REQUIRED

- LOWEST RESPONSIBLE QUOTE PER QUOTE # \_\_\_\_\_ (ATTACH QUOTE TABULATION)
- LOWEST RESPONSIBLE BIDDER PER BID # 16-155 (ATTACH BID TABULATION)
- PER COOPERATIVE PURCHASING AGREEMENT: \_\_\_\_\_ (STATE NAME OF COOPERATIVE)
- INTERGOVERNMENTAL AGREEMENT
- PUBLIC UTILITY (EXEMPT FROM BIDDING PER 55 ILCS 5/5-1022 "Competitive Bids" (c) not suitable for competitive bidding)
- SOLE SOURCE ((ATTACH SOLE SOURCE JUSTIFICATION FORM) - EXEMPT FROM BIDDING PER DU PAGE COUNTY PURCHASING ORDINANCE, ARTICLE 4-102(6))
- EXEMPT FROM BIDDING PER 55 ILCS 5/5-1022 "Competitive Bids" (d) IT/Telecom purchases under \$35,000.00
- EXEMPT FROM BIDDING PER 55 ILCS 5/5-1022 "Competitive Bids" (c) not suitable for competitive bidding. Explain below: \_\_\_\_\_

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2016 AUG 24 PM 1:01

### BASIS OF DECISION MEMO (ATTACH DECISION MEMO)

- EXPLANATION OF REQUEST FOR PROPOSAL (RFP) INSTEAD OF BID. MOST QUALIFIED OFFEROR PER PROPOSAL # \_\_\_\_\_ (INCLUDE EVALUATION SUMMARY WITH DECISION MEMO)
- PROFESSIONAL SERVICES EXCLUDED PER 50 ILCS 510 (ARCHITECTS, ENGINEERS & LAND SURVEYORS)
- OTHER PROFESSIONAL SERVICES (DETAIL VETTING PROCESS ON DECISION MEMO)
- EMERGENCY PROCUREMENT AUTHORIZED BY \_\_\_\_\_ DATE \_\_\_\_\_
- REQUEST WAIVER OF COUNTY BID RULES (ONLY ALLOWABLE TO STATUATORY LIMITS)
- OTHER THAN LOWEST RESPONSIVE, RESPONSIBLE SOLICITATION # \_\_\_\_\_

JCL	08/24/16	[REDACTED]	8-24-16
PREPARED BY	DATE	RECOMMENDED FOR APPROVAL	DATE
REVIEWED BY			
[REDACTED]	8-30-16	[REDACTED]	8-30-16
BU	DATE	PROCUREMENT MANAGER	DATE
[REDACTED]	8-30-16	[REDACTED]	[REDACTED]
CHIEF FINANCIAL OFFICER (DECISION MEMOS OVER \$25,000)	DATE	STATES ATTORNEY'S OFFICE (AS REQUIRED)	DATE
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
CHAIRMAN'S OFFICE (DECISION MEMOS OVER \$25,000)	DATE	SEP 13 2016	DATE

APPROVED

SM 9-6-16  
FIN +  
CB 9-13-16



**BID # 16-155-DT**  
**DEMOLITION OF UP TO 12 FLOOD PRONE PROPERTIES – COUNTYWIDE**  
**BID FORM**

**DEMOLITION OF FLOODPRONE PROPERTIES**  
**DUPAGE COUNTY STORMWATER MANAGEMENT**

BASE BID	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
	DEMOLITION - 440 FOREST TRAIL, OAK BROOK	L. SUM	1	\$24,178.00	\$24,178.00
	LEAD & ASBESTOS ABATEMENT - 440 FOREST TRAIL, OAK BROOK	L. SUM	1	\$5850.00	\$5850.00
	DEMOLITION - 515 KIPLING CT., WHEATON	L. SUM	1	\$13,343.00	\$13,343.00
	LEAD & ASBESTOS ABATEMENT - 515 KIPLING CT., WHEATON	L. SUM	1	\$3990.00	\$3990.00
	DEMOLITION - 514 S WILLISTON ST., WHEATON	L. SUM	1	\$15,241.00	\$15,241.00
	LEAD & ASBESTOS ABATEMENT - 514 S WILLISTON ST., WHEATON	L. SUM	1	\$2825.00	\$2825.00
	DEMOLITION - 510 S WILLISTON ST., WHEATON	L. SUM	1	\$13,811.00	\$13,811.00
	LEAD & ASBESTOS ABATEMENT - 510 S WILLISTON ST., WHEATON	L. SUM	1	\$2775.00	\$2775.00
	DEMOLITION - 4718 LINCOLN AVE., LISLE	L. SUM	1	\$13,343.00	\$13,343.00
	LEAD & ASBESTOS ABATEMENT - 4718 LINCOLN AVE., LISLE	L. SUM	1	\$1945.00	\$1945.00
	DEMOLITION - 4515 RIVER DR., LISLE	L. SUM	1	\$18,981.00	\$18,981.00
	LEAD & ASBESTOS ABATEMENT - 4515 RIVER DR., LISLE	L. SUM	1	\$1500.00	\$1500.00
	DEMOLITION - 4723 DUMOULIN AVE., LISLE	L. SUM	1	\$14,306.00	\$14,306.00
	LEAD & ASBESTOS ABATEMENT - 4723 DUMOULIN AVE., LISLE	L. SUM	1	\$1500.00	\$1500.00
	DEMOLITION - 1315 LACEY AVE., LISLE	L. SUM	1	\$12,739.00	\$12,739.00
	LEAD & ASBESTOS ABATEMENT - 1315 LACEY AVE., LISLE	L. SUM	1	\$1500.00	\$1500.00
	DEMOLITION - 424 DORCHESTER AVE., WHEATON	L. SUM	1	\$15,159.00	\$15,159.00
	LEAD & ASBESTOS ABATEMENT - 424 DORCHESTER AVE., WHEATON	L. SUM	1	\$1500.00	\$1500.00
	DEMOLITION - 0S224 PARK ST., WINFIELD	L. SUM	1	\$19,641.00	\$19,641.00
	LEAD & ASBESTOS ABATEMENT - 0S224 PARK ST., WINFIELD	L. SUM	1	\$1500.00	\$1500.00
	DEMOLITION - 0S239 PARK ST., WINFIELD	L. SUM	1	\$16,699.00	\$16,699.00
	LEAD & ASBESTOS ABATEMENT - 0S239 PARK ST., WINFIELD	L. SUM	1	\$1500.00	\$1500.00
	DEMOLITION - 500 MOHICAN RD., CAROL STREAM	L. SUM	1	\$16,423.00	\$16,423.00
	LEAD & ASBESTOS ABATEMENT - 500 MOHICAN RD., CAROL STREAM	L. SUM	1	\$2975.00	\$2975.00
<b>TOTAL BASE BID:</b>					<b>\$223,224.00</b>
<b>CONTINGENCY:</b>					<b>\$15,000.00</b>
<b>TOTAL BID PRICE (BASE BID + CONTINGENCY =):</b>					<b>\$238,224.00</b>

**BID # 16-155-DT  
DEMOLITION OF UP TO 12 FLOOD PRONE PROPERTIES - COUNTYWIDE  
SPECIFICATIONS**

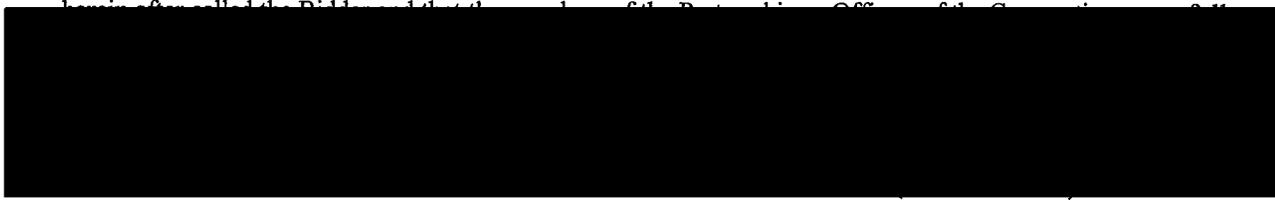
(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	K.L.F. Enterprises, Inc.		
Main Business Address	2044 W 103 <sup>RD</sup> St., Suite 2		
City, State, Zip Code	Markham, IL 60428		
Telephone Number	708-825-1439	Email Address	Bracker708@GMail.Com
Bid Contact Person	James Bracker		

TO: The DuPage County Purchasing Division

The undersigned, being duly sworn, certifies that he/she is:

- the Owner/Sole Proprietor     
  a Member of the Partnership     
  an Officer of the Corporation     
  a Member of the Joint Venture



Further, as Contractor, declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he/she has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Purchasing Manager, DuPage Center, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. 1, 2, \_\_\_\_\_, and \_\_\_\_\_ issued thereto;

Further, the Contractor proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he/she is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate. Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33E-4, bid rigging or bid-rotating.

The affiant deposes and says that he/she has examined and carefully prepared this bid and has checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.

If a Corporation, the undersigned further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed, nor modified and that the same remain in full force and effect. *(Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)*

Further, the bidder certifies that he/she has provided equipment, supplies or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he/she will take in full payment therefore the sums set forth in the bidding schedule.

Signature of Bidder authorizes the County of DuPage to verify business references.

**BID # 16-155-DT**  
**DEMOLITION OF UP TO 12 FLOOD PRONE PROPERTIES - COUNTYWIDE**  
**BID FORM**

**BID AWARD CRITERIA:**

Their bid will be awarded to the lowest responsive, responsible bidder based upon the Total Base Bid. The County of DuPage reserves the right to decrease the quantities and eliminate items shown herein to correspond with Departmental budgetary allowance; the actual Contract award amount will be determined by the County based upon the Items selected. The Contractor agrees to provide the equipment, service and supplies described in the contract specifications and under the conditions outlined in attached documents for the amount stated below.

The undersigned hereby proposes to provide all labor, services and materials necessary in accordance with the specifications and construction documents of Bid #16-155-DT as follows:

**TOTAL BID PRICE:** \$ 238,224.00  
Total (in figures)

Two Hundred Thirty Eight Thousand Two Hundred Twenty Four Dollars and ZERO Cents  
(Print or Type)

**In order to be considered eligible for this bid award, any outstanding items on previous demolition jobs by your company must be satisfied. Bidders will not be considered eligible if outstanding issues remain open on properties owned by DuPage County or other agencies. All references will be checked.**

**It is mandatory that the successful Contractor complete SAM.GOV registration.**

**COUNTY OF DuPAGE, ILLINOIS  
BID # 16-155-DT  
DEMOLITION OF UP TO 12 FLOOD PRONE PROPERTIES -  
COUNTYWIDE  
BID FORM**

**STARTING AND COMPLETION:**

If awarded a contract under this bid, the Contractor may commence as soon as the Notice to Proceed is issued, and shall be completed as specified in the contract documents.

The undersigned is aware that Federal Labor Standards and the Illinois Prevailing Wage Requirements apply to all work performed on this contract. It is the contractor's responsibility to comply with these requirements and to assure compliance by his/her subcontractors, and/or lower tier subcontracts required by this contract.

**BID MUST BE SIGNED FOR CONSIDERATION**

**X** [Redacted Signature Area]  
SEA [Redacted Title Area]

(Signature and Title)

CORPORATE  
(If available)

**THIS BID FORM MUST BE  
FILLED OUT, SIGNED BY THE BIDDER AND PROPERLY NOTARIZED.**

Subscribed and Sworn to before me this 18<sup>th</sup> day of August  
AD, 2016

[Redacted Notary Name]  
(Notary Public) KATHLEEN A. CLAXTON  
NOTARY PUBLIC - STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 05/11/17

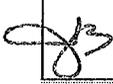
My Commission Expires:  
5/11/17

**The Ethics Disclosure Statement on the following page must be filled out and signed by the bidder.**

**Signature of Bidder authorizes the County of DuPage to verify business references.**

**CONFLICT OF INTEREST DISCLOSURE – CDBG-DR**

Please initial each true and applicable statement:

	✓	1. The undersigned understands that this project is being funded with Federal dollars under the Community Development Block Grant – Disaster Recovery (CDBG-DR) Program.
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Please select one of the following designations:

		2. The undersigned has made application to be the owner or developer of a project funded with CDBG-DR.
	✓	3. The undersigned desires to participate as a contractor or subcontractor under a construction project funded with CDBG-DR.
		4. The undersigned has made application to be a subrecipient of DuPage County funding under CDBG-DR.
		5. I am a participant in a CDBG-DR funded buy-out or acquisition of property.

Please select one of the following statements:

	✓	6. The undersigned hereby certifies that he/she or (if other than an individual) any owners, employees, agents, consultants, officers, or elected or appointed officials (including members of its board of directors) <u>do(es) not have</u> any business or family tie to any current or former employee, agent, consultant, officer, or elected or appointed official of DuPage County. Such a tie includes the following relationships and in-laws of such relationships (whether by blood, marriage or adoption): spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild and no such tie has existed during the past twelve months. All these categories of persons and relations are considered to be “covered persons” under Federal conflict of interest regulations.
		7. The undersigned <u>does have</u> a business or family tie to a current or former (within the last twelve months) employee, agent, consultant, officer, or elected or appointed official of DuPage County. Please note that DuPage County will need to review such business or family tie to determine if it constitutes a conflict of interest under applicable Federal regulations prior to entering into any agreement with you. Please list each such business or family tie:

Please select one of the following statements:

		8. The undersigned is an individual or sole proprietor and am signing this on behalf of myself.
		9. The undersigned is a partnership and the signature below represents the statement of the partnership and all general and limited partners, individually, and collectively all covered persons associated with the partnership.
	✓	10. The undersigned is a corporation and the signature below is that of a duly authorized corporate officer and represents the statement of each and all covered persons associated with the corporation.

Printed Name:	James Bracken
Title (if applicable):	President
Name of organization (if applicable):	K.L.F. Enterprises, Inc.
Signature:	
Date:	8-18-16

Printed Name:	
Title (if applicable):	
Name of organization (if applicable):	
Signature:	
Date:	



**COUNTY OF DU PAGE, ILLINOIS  
PROCUREMENT SERVICES DIVISION  
BID TABULATION ADVISE**

**BID #16-155-DT  
DEMOLITION OF UP TO 12 FLOOD PRONE PROPERTIES - COUNTYWIDE  
BID OPENING DATE: AUGUST 23, 2016  
2:00 P.M.**

***This Solicitation required attendance at both a MANDATORY Pre-Proposal Conference and Site Visitation.***

<b>RESPONSIBLE BIDS:</b>	<b>TOTAL BASE BID PRICE</b>	<b>CONTINGENCY</b>	<b>TOTAL BASE BID PRICE + CONTINGENCY =</b>
COPENHAVER CONSTRUCTION	\$255,600.00	\$15,000.00	\$270,600.00
FOX EXCAVATING, INC.	\$327,000.00	\$15,000.00	\$342,000.00
KLF	\$223,224.00	\$15,000.00	\$238,224.00

**BID OPENING ATTENDED BY:**

Debby Thompson, CPPB, DuPage County Buyer  
Catlyn Hicks, DuPage County Division I  
Jamie Lock, Stormwater Management  
Sarah Hunn, Stormwater Management  
Jennifer Hintze, Stormwater Management  
Rick Bero, Copenhaver Construction Inc.  
Jim McConchio, LDCL-MCC  
Sergio Zepedd, KLF Enterprises

<b>INVITATIONS SENT:</b>	118	<b>POTENTIAL BIDDERS REQUESTING BID DOCUMENTS:</b>	17	<b>TOTAL BID RESPONSES RECEIVED:</b>	3
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# Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: 8-18-16

Bid/Contract/PO #:

Company Name: <u>K. L. E. Enterprises, Inc.</u>	Company Contact: <u>James Bracken</u>
Contact Phone: <u>708-825-1439</u>	Contact Email: <u>Bracken708@gmail.com</u>

### The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions

NONE (check here) - If no contributions have been made

Add Line	Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made
X					
X					

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

NONE (check here) - If no contacts have been made

Add Line	Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email
X			
X			

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:

<http://www.dupageco.org/CountyBoard/Policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature

[Redacted Signature]

Printed Name

James Bracken

Title

President

Date

8-18-16

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)

WWW.CYBERDRIVEILLINOIS.COM

JESSE WHITE  
SECRETARY OF STATE



### CORPORATION FILE DETAIL REPORT

File Number	60877122		
Entity Name	K.L.F. ENTERPRISES, INC.		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	02/22/2000	State	ILLINOIS
Agent Name	JAMES BRACKEN JR	Agent Change Date	09/11/2014
Agent Street Address	2044 W 163RD ST STE 2	President Name & Address	JAMES BRACKEN JR. 2044 W 163RD ST/S-2 MARKHAM, IL 60428
Agent City	MARKHAM	Secretary Name & Address	KELLY BRACKEN SAME
Agent Zip	60428	Duration Date	PERPETUAL
Annual Report Filing Date	02/16/2016	For Year	2016
Assumed Name	ACTIVE - KLF EXCAVATING ACTIVE - K.L.F. TRUCKING CO.		
Old Corp Name	05/18/2012 - K.L.F. TRUCKING CO.		

[Return to the Search Screen](#)

Select Certificate of Good Standing for Purchase

(One Certificate per Transaction)

[BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE](#)



Requisition 25k and over

SM-P-0249-16

AWARDING RESOLUTION  
ISSUED TO KLF ENTERPRISES  
CONTRACT AMOUNT (\$238,224.00)

WHEREAS, bids have been taken and processed in accordance with County Board policy; and

WHEREAS, the lowest most responsible bidder has been designated and the Stormwater Management Committee recommends County Board approval for the issuance of a contract purchase order issued to KLF Enterprises for Demolition of up to 12 Flood Prone Properties.

NOW, THEREFORE, BE IT RESOLVED that Requisition, covering said, Demolition of up to 12 Flood Prone Properties for the Stormwater Management Department, for the period through November 30, 2017, be, and it is hereby approved for issuance of a Contract Purchase Order by the Procurement Division, to KLF Enterprises, 2300 W. 167<sup>th</sup> St., Markham, Illinois 60452 for the total contract amount of \$238,224.00 per lowest responsible Bid # 16-155.

Enacted and approved this 13th day of September, 2016 at Wheaton, Illinois.

\_\_\_\_\_  
DANIEL J. CRONIN, CHAIRMAN  
DU PAGE COUNTY BOARD

Attest: \_\_\_\_\_  
PAUL HINDS, COUNTY CLERK



## DuPage County Procurement Services Division

421 North County Farm Road, Room 3-400  
Wheaton, Illinois 60187-3978

Phone: (630) 407-6184 Fax: (630) 407-6201  
Email: [dthompson@dupageco.org](mailto:dthompson@dupageco.org)

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### NOTICE OF AWARD

September 13, 2016

K.L.F. Enterprises, Inc.  
Mr. James Bracker  
2044 W. 163<sup>rd</sup> St., Suite 2  
Markham, IL 60428

**SUBJECT: BID #16-155-DT, DEMOLITION OF UP TO 12 FLOOD PRONE PROPERTIES – COUNTYWIDE**

Dear Mr. Bracker :

The County has considered the Proposal submitted by you for the above-described project in response to its Invitation to Bid dated August 1, 2016.

You are hereby notified that your Bid in the amount of \$238,224.00 was accepted by the DuPage County Board at their meeting of September 13, 2016.

As stated in the Bid, you are required to execute and return the attached Notice of Award, three (3) copies of the Agreement with original signatures, post the Performance and Payment Bond in the amount of the contract amount and furnish a Certificate of Insurance within fifteen (15) calendar days from the date of this Notice. Otherwise, the County shall have the right to charge you \$1,000.00 as liquidated damages for the County's cost in re-bidding.

Sincerely,  
*Debby Thompson*  
Debby Thompson, CPPB  
DuPage County Buyer

### ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

*KLF ENTERPRISES*

(Name of Firm)

this

*22* *SEPTEMBER*

By:

Title:

*PRESIDENT*

**DuPAGE COUNTY, ILLINOIS  
AGREEMENT**

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**PROJECT NAME: BID #16-155-DT, DEMOLITION OF UP TO 12 FLOOD PRONE PROPERTIES - COUNTRYWIDE**

**THIS AGREEMENT**, made this 13th day of September, 2016, by and between DuPage County, Illinois, hereinafter called "County" or "Owner" and K.L.F. Enterprises, Inc. hereinafter called "Contractor".

**WITNESSETH:**

**WHEREAS**, the County has heretofore solicited bids for all work and improvements and for the doing of all things included within the specified project; and

**WHEREAS**, the County did on the 13th day of September, 2016, find that the Contractor was the lowest responsive, responsible bidder for hereinafter specified work and did award the Contractor a contract for said work.

**NOW, THEREFORE**, for and in consideration of their mutual promises, covenants, undertaking and agreements, the parties hereto do hereby agree as follows:

**ARTICLE I- Work To Be Done By Contractor**

For and in consideration of the payments indicated in the Bid hereto attached, the Contractor shall at its own cost and expense perform all the work and furnish all the labor, material, equipment and other property necessary to do, construct, install, and complete all the work and improvements required, all in full accordance with and in compliance with and as required by the hereinafter specified contract Documents, including any and all Addenda for said work, and to do all other things required of the contractor by said contract Documents for said work.

**ARTICLE II- Contract Documents**

The contract Documents here named include all of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached:

1. Invitation for Bids
2. Instructions to Bidders
3. General Conditions
4. Bid Form/Signature
5. Special Conditions of Contract
6. Agreement (This Instrument)
7. Contract Drawings
8. Contract Specifications
9. Additional General Conditions of the Contract
10. All Bonds mentioned or referred to in the foregoing Documents
11. Any and all other Documents or Papers included or referred to in the foregoing Documents
12. Any and all Addenda to the foregoing: No. 1, 2

all of which documents are on file in the Office of the Procurement Manager, DuPage County Center, 421 North County Farm Road, Wheaton, Illinois 60187.

**ARTICLE III-Contract Prices, Contract Sum and Payment**

County shall pay to Contractor in current funds for the performance of the Work, subject to additions and deductions effected by Change Orders, the separate Contract Prices as stated in the bid proposal, not to exceed the total base bid contract sum, namely: Two Hundred Thirty Eight Thousand Two Hundred Twenty Four Dollars and 00 Cents. \$238,224.00.

The Contract Price aforesaid constitutes the Contract Sum.

**ARTICLE IV-Payment**

The contractor shall receive and accept payments indicated in its Bid as full compensation or furnishing all materials and equipment and for doing all the work contemplated and embraced in this Agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County, and for all risks of every description connected with the work, and the whole thereof, in the manner and according to and in compliance with the Contract Documents and the requirements of the Engineer under them; also for any and all other things required by the Contract Documents. The Contractor is required to adhere to the prevailing wage provisions of the State of Illinois for wage rates and conditions prevalent in DuPage County, Illinois.

Quantities and totals of unit price items in the contractor's Bid and the resulting total price are approximate only, and are for the purpose of establishing the face amount of bonds to be provided by the Contractor. Payment of work covered by unit price items will be made on the basis of actual quantities of work complete in place as authorized and as measured as provided in the Contract Documents. Where applicable, any or all items listed under ITEMS AS ORDERED BY ENGINEER/FACILITIES MANAGER will be directly requested by the Engineer/ Facilities Manager, in writing, prior to any items used. The County may choose not to use any or all of the items listed under ITEMS AS ORDERED BY ENGINEER/FACILITIES MANAGER.

**ARTICLE V- Contract Enforcement - Attorney's Fees**

If the County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Contract, and by reason thereof, the County is required to use the services of an attorney, then the County shall be entitled to reasonable attorney's fees and all expenses and costs incurred by the County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

**ARTICLE VI - Severability Clause**

If any section, paragraph, clause, phrase or portion of this Contract is for any reason determined by a court of competent jurisdiction to be invalid and unenforceable, such portion shall be deemed separate, distinct and an independent provision, and the court's determination shall not affect the validity or enforceability of the remaining portions of this Contract.

**ARTICLE VII - Governing Law**

This Contract shall be governed by the laws of the State of Illinois both as to interpretation and enforcement.

**ARTICLE VIII-Conflict Between Component Parts of Contract**

In the event that any provision in any of the following component parts of this contract conflicts with any provision in any other of the following component parts, the provision in the component part first enumerated below shall govern over any other component part which follows it numerically except as may be otherwise specifically stated. Said component parts are the following:

1. Addendum No. 1, 2
2. General Conditions of the Contract
3. Special Conditions of the Contract
4. Contract Specifications
5. Contract Drawings
6. Instructions to Bidders
7. Invitation for Bids
8. Bid Form
9. Agreement (This Instrument)
10. Additional General Conditions of the Contract
11. Any and all other Document or Papers included or referred to the foregoing documents.

This Contract is intended to conform in all respects to applicable regulation, laws, ordinances, and statutes of the State of Illinois and governmental unit in which the work is to be constructed, and if any part or provision of this Contract conflicts therewith the said statute shall govern.

**ARTICLE IX-Starting and Completion**

The contractor shall substantially complete (as defined in the General conditions) **all of the work on the above cited project in accordance with the agreed upon completion date.** The contractor shall furnish and deliver to the county all things which are required of it by the Bidding Documents prior to the County's issuing a Notice to Proceed.

All work covered under this agreement shall be substantially completed by the agreed upon completion date as specified in the contract documents.

**ARTICLE X-Commitment**

The County does hereby employ the said contractor to provide the materials and do all the work and do all other things hereinbefore mentioned according to the terms and conditions hereinabove contained or referred to for the prices aforesaid and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth or referred to in the Contract Documents; and the said parties for themselves, their heirs, executors, administrators, successors and assigns do hereby agree to the full performance of the covenants herein contained.

**ARTICLE XI-Grant Funding**

A portion or all of the above work may be subject to Illinois First Grant Funding. Section 5.4A of the Grant Agreement between the Illinois Department of Commerce and Community Affairs and DuPage County states:

"If any of the services to be performed under this Agreement are subcontracted, the Grantee shall include in all subcontracts covering such services, a provision that the Department and the Auditor General of the State of Illinois, or any of their duly authorized representatives, will have full access to and the right to examine any pertinent books, documents, papers and records of any such subcontractor involving transactions related to this Agreement for a period of five (5) years from the later of the expiration or termination of this Agreement."

**ARTICLE XII-Liquidated Damages**

The Contractor recognizes that if the Work is not completed on time, the County will suffer a financial loss. Therefore, Contractor further recognizes that payment of damages as specified in the General or Special Conditions herein are fair and reasonable, does not and will not constitute a penalty and may be assessed and recovered by the County for financial loss caused by delayed completion.

The County shall apply liquidated damages as stipulated in the Bid Documents for failure to complete the services within the specified, agreed upon completion date.

In effect, the State requires that your firm and any sub-contractors agree to make available for examination, your financial records covering services in conjunction with the construction of the above project for a five-year period.

**END OF AGREEMENT ARTICLES**

IN WITNESS WHEREOF, the parties of these presents have hereunto set their hands and affixed their seals, the day and year first above written.

Contractor Name KLF ENTERPRISES

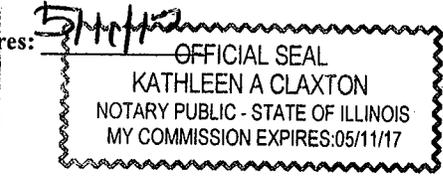
By [Redacted Signature] (Signature of Officer) (SEAL)

Title PRESIDENT

Date 9.22.16

Subscribed and Sworn to before me this 22 day of Sept AD, 2016

[Redacted Signature] (Notary Public) My Commission Expires:



County of DuPage, Illinois

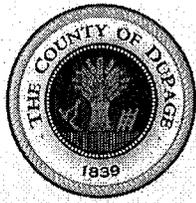
By [Redacted Signature] Date: 9-29-2016

By this signature, the Procurement Services Supervisor affirms that all submittals required have been provided by the Contractor in accordance with the conditions of the bid document.

**IMPORTANT**

Note: If the contractor is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if contractor is a CO-partnership the true name of the firm shall be set forth above, together with the signatures of all partners; and if the contractor is an individual, his signature shall be placed above. If signature is by an agent other than an officer of a corporation or a member of a partnership, a power-of-attorney must be attached hereto.

Signature of Contractor shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgments.



# DuPage County Procurement Services Division

421 North County Farm Road, Room 3-400  
Wheaton, Illinois 60187-3978

Phone: (630) 407-6184 Fax: (630) 407-6201  
Email: [dthompson@dupageco.org](mailto:dthompson@dupageco.org)

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## NOTICE TO PROCEED

September 29, 2016

K.L.F. Enterprises, Inc.  
Mr. James Bracker  
2044 W. 163<sup>rd</sup> St., Suite 2  
Markham, IL 60428

**SUBJECT: BID #16-155-DT, DEMOLITION OF UP TO 12 FLOOD PRONE PROPERTIES –  
COUNTYWIDE**

Dear Mr. Bracker :

You are hereby notified to commence the work in accordance with the Agreement dated September 29, 2016.

The date of final completion of all the work is November 30th, 2017.

Please acknowledge receipt of this NOTICE TO PROCEED to Debby Thompson, CPPB, Buyer at [dthompson@dupageco.org](mailto:dthompson@dupageco.org).

Thanks you!

Sincerely,

*Debby Thompson*

Debby Thompson, CPPB  
DuPage County Buyer



**AIA**<sup>®</sup>

# Document A312™ – 2010

## Performance Bond

Bond # 0693386

**CONTRACTOR:**

*(Name, legal status and address)*

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

**SURETY:**

*(Name, legal status and principal place of business)*

Allegheny Casualty Company  
One Newark Center, 20th Floor  
Newark, NJ 07102

**OWNER:**

*(Name, legal status and address)*

DuPage County  
421 North County Farm Road  
Wheaton, IL 60187

**CONSTRUCTION CONTRACT**

Date: 09/13/2016

Amount: \$ 238,224.00

Description: Bid #16-155-DT Demolition of Up to 12 Flood Prone Properties - Countywide  
*(Name and location)*

**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.

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

**BOND**

Date: September 22, 2016

*(Not earlier than Construction Contract Date)*

Amount: \$ 238,224.00

Modifications to this Bond:  None  See Section 16

**CONTRACTOR AS PRINCIPAL**

Company: *(Corporate Seal)*

**SURETY**

Company:

Signature:

Name:

Title:

Signature:

Name:

Title:

Attorney-in-fact

*(Any additional signatures appear on the last page of this Performance Bond.)*

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

RAM Insurance Agency  
16614 W 159th St. #303  
Lockport, IL 60441  
815-893-8283

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party.)*

Init.

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(1148016688)

**§ 1** The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

**§ 2** If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

**§ 3** If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

**§ 4** Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

**§ 5** When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

**§ 5.1** Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

**§ 5.2** Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

**§ 5.3** Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

**§ 5.4** Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

**§ 6** If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

**§ 7** If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

**§ 8** If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

**§ 9** The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

**§ 10** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

**§ 11** Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

**§ 12** Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

**§ 13** When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

**§ 14 Definitions**

**§ 14.1 Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

**§ 14.2 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

**§ 14.3 Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

**§ 14.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**§ 14.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

Init.

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§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company:

*(Corporate Seal)*

Company:

*(Corporate Seal)*

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

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

Name and Title: \_\_\_\_\_

Name and Title: \_\_\_\_\_

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

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



**AIA**<sup>®</sup>

# Document A312™ – 2010

## Payment Bond

Bond # 0693386

**CONTRACTOR:**

*(Name, legal status and address)*

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

**SURETY:**

*(Name, legal status and principal place of business)*

Allegheny Casualty Company  
One Newark Center, 20th Floor  
Newark, NJ 07102

**OWNER:**

*(Name, legal status and address)*

DuPage County  
521 North County Farm Road  
Wheaton, IL 60187

**CONSTRUCTION CONTRACT**

**Date:** 09/13/2016

**Amount:** \$ 238,224.00

**Description:** Bid #16-155-DT Demolition of up to 12 Flood Prone Properties - Countywide  
*(Name and location)*

**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.

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

**BOND**

**Date:** September 22, 2016

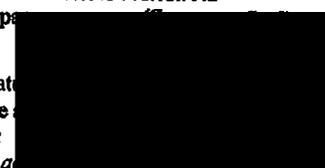
*(Not earlier than Construction Contract Date)*

**Amount:** \$ 238,224.00

**Modifications to this Bond:**  None  See Section 18

**CONTRACTOR AS PRINCIPAL**

Company:



**SURETY**

Company:



Signature:

Name:

Title:

*(Any additional information should be on the last page of this Payment Bond.)*

Signature:

Name and

Title:

Robert H. Walker  
Attorney-in-fact

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

RAM Insurance Agency  
16614 W. 159th St., #303  
Lockport, IL 60441  
815-893-8283

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*

Int.

**§ 1** The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

**§ 2** If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

**§ 3** If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

**§ 4** When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

**§ 5** The Surety's obligations to a Claimant under this Bond shall arise after the following:

**§ 5.1** Claimants, who do not have a direct contract with the Contractor,

- 1** have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- 2** have sent a Claim to the Surety (at the address described in Section 13).

**§ 5.2** Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

**§ 6** If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

**§ 7** When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

**§ 7.1** Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

**§ 7.2** Pay or arrange for payment of any undisputed amounts.

**§ 7.3** The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

**§ 8** The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

**§ 9** Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

Int.

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§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### § 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

Int.

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§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company:

*(Corporate Seal)*

**SURETY**

Company:

*(Corporate Seal)*

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

Name and Title: \_\_\_\_\_

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

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

Name and Title: \_\_\_\_\_

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

Int.

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(1850895721)

Acknowledgement of Corporate Surety

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF WILL )

On this 22nd 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.



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

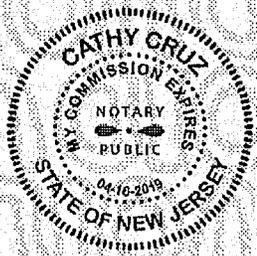


**ROBERT W. MINSTER**  
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



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 22nd day of September 2016



MARIA BRANCO, Assistant Secretary



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED BY CONTRACT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM**

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

Endorsement Effective: 02/25/2016	Policy Number: ENP860463
Named Insured: KLF Enterprises, Inc.	
Countersigned by:	

(Authorized Representative)

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

**SECTION II - LIABILITY COVERAGE, A. Coverage, I. Who is an Insured** is amended to include as an insured any person or organization with which you have agreed in a valid written contract to provide insurance as is afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been executed prior to the "bodily injury" or "property damage".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

**Name of Person or Organization:**

Any person or organization to which you are obligated by virtue of a written contract to provide insurance such as is afforded by this policy, but only with respect to (1) occurrences taking place after such written contract has been executed and (2) occurrences resulting from work performed by you during the policy period, or occurrences resulting from the conduct of your business during the policy period.

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

Coverage provided by this policy to the Additional Insured(s) shown in the Schedule shall be primary insurance and any other insurance maintained by the Additional Insured(s) shall be excess and non-contributory, but only if required of the Named Insured and by written contract.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**

Any person or organization to which you are obligated by virtue of written contract to provide insurance such as is afforded by this policy, but only with respect to (1) occurrences taking place after such written contract has been executed and (2) occurrences resulting from work performed by you during the policy period, or occurrences resulting from the conduct of your business during the policy period.

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

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET**

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

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

Schedule

State	Description
IL	Any party with whom the insured agrees to waive subrogation in a written contract.

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

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

Endorsement Effective Date: 03/14/2015      Policy Number:      Endorsement No.:

Insured Name: Brackenbox, Inc.      Premium:

Insurance Company:

\_\_\_\_\_  
Countersigned by

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET WAIVER OF SUBROGATION - AUTO**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

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

Endorsement Effective: <b>02-25-2016</b>	Policy Number: <b>EBA 037 52 23</b>
Named Insured: <b>K.L.F. ENTERPRISES, INC. D/B/A K.L.F. TRUCKING CO.</b>	
Countersigned by:	

(Authorized Representative)

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

#### **1. Blanket Waiver of Subrogation**

**SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us** is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because

of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the "insured contract".