**PURCHASE ORDER #: 2681-0001 SERV**

<table>
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<th>Reference #</th>
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<td>Expiration Date</td>
<td>12/30/2018</td>
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<td>Lifetime Max Amount</td>
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**Vendor Agreement Reference:**

SM-KLF ENTERPRISES

**Vendor Agreement Description:**

DEMOLITION OF UP TO 11 PROPERTIES

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<tr>
<th>TERMS</th>
<th>SHIP TERMS</th>
<th>Freight Included in Price</th>
<th>UNIT PRICE</th>
<th>AGREEMENT MAX QTY</th>
<th>AGREEMENT MAX AMOUNT</th>
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</table>

**Total Amount:** $461,204.00

Buyer Contact:
Debra Thompson

Phone: 630-407-6184
Email: Debra.Thompson@DuPageCo.Org

Page: 1 of 1
**Procurement Review Checklist**

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

<table>
<thead>
<tr>
<th>Vendor: KLF Enterprises</th>
<th>Vendor #: 13264</th>
<th>Contract Term: June 30, 2018</th>
<th>Contract Total: $461,204.00</th>
</tr>
</thead>
</table>

**Dept:** Stormwater Management  
**Contact:** Jamie Lock  
**Phone:** 630-407-6705  
**Assigned Committee:** Stormwater

**Description of Procurement/Scope of Work/Background:**
$461,204.00 - Furnish all equipment, labor, material, tools and supervision necessary for the demolition of up to eleven (11) properties, associated with bid #17-085-DT. DuPage County has received funding from FEMA’s HMGP and the CDBG-DR grant from HUD to acquire and demolish flood prone residential properties. A commercial structure will also be demolished as part of this bid.

**Reason for Procurement:** Lowest Responsive Bidder per Bid # 17-085-DT

**FUNDING SOURCE**

- [x] Procurement budgeted for (FY and budget code(s)): 1600-3000-54050, 1500-3500-54050
- [ ] Budget Transfer (Date)  
  [ ] Add'l Information

**DECISION MEMO NOT REQUIRED**

- [ ] LOWEST RESPONSIBLE QUOTE # or BID # 17-085-DT (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- [ ] RENEWAL: Enter Bld and/or PO#  
  [ ] Intergovernmental Agreement
- [ ] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
- [ ] PER 55 ILCS 5/5-1022 ‘Competitive Bids’ (d) IT/Telecom purchases under $35,000.00
- [ ] PER 55 ILCS 5/5-1022 ‘Competitive Bids’ (c) not suitable for competitive bidding. Explain below:

**BASIS OF DECISION MEMO (attach Decision Memo)**

- [ ] EXEMPT FROM BIDDING PER ILLINOIS COMPILED STATUTES
- [ ] EXPLANATION OF REQUEST FOR PROPOSAL RFP # ______________________  
  (Include Evaluation Summary if Applicable)
- [ ] PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- [ ] OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- [ ] REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- [ ] OTHER THAN LOWEST RESPONSIBLE, BID # ______________________

**PREPARED BY AND APPROVAL(S) (Initials Only)**

<table>
<thead>
<tr>
<th>JCL</th>
<th>Prepared by</th>
<th>Recommended for Approval</th>
<th>IT Approval, if required</th>
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<td>May 22, 2017</td>
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**REVIEWED BY (Initials Only)**

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<th>Date</th>
<th>Procurement Officer</th>
<th>Date</th>
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<tr>
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<td>[Initials]</td>
<td>5-23-17</td>
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<table>
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<tr>
<th>Chief Financial Officer</th>
<th>Date</th>
<th>Chairman's Office (Decision Memos Over $25,000)</th>
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**APPROVED**

JUN 13 2017

---

FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER

Rev 1.6
3/21/17
# Purchase Requisition

**Procurement Services Division**

---

**Send Purchase Order To:**
Vendor: KLF Enterprises  
Vendor #: 13264  
Attn:  
Address: 2300 W. 167th St.  
City: Markham  
Phone: (708) 331-4200

**Send Invoices To:**
Vendor: KLF Enterprises  
Vendor #: 13264  
Attn: Alicia Favela  
Address: 421 N. County Farm Rd.  
City: Wheaton  
Phone: (630) 407-6698

---

**Send Payments To:**
Vendor: KLF Enterprises  
Vendor #: 13264  
Attn: Jamie Lock  
Address: 421 N. County Farm Rd.  
City: Wheaton  
Phone: (630) 407-6705

**Ship To:**
Vendor: KLF Enterprises  
Vendor #: 13264  
Attn:  
Address: 2300 W. 167th St.  
City: Markham  
Phone: (708) 331-4200

---

**Payment Terms**
- F.O.B.
- PO 20 Delivery Date
- Requisitioner

**Use for**
- Contract Administrator
- Contract Start Date
- Jun 13, 2017
- Contract End Date
- Jun 30, 2018
- PO25 only

---

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<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
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<tr>
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<td>1</td>
<td>EA</td>
<td>This contract is to furnish all equipment, labor, material, tools and supervision necessary for the demolition of up to eleven properties, per lowest responsible bid #17-085-DT for the period of</td>
<td>17</td>
<td>1600</td>
<td>3000</td>
<td>54060</td>
<td>299,889.00</td>
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<td>1500</td>
<td>3500</td>
<td>54050</td>
<td>161,315.00</td>
<td>161,315.00</td>
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**Requisition Total:** $461,204.00

---

**Header Comments** (these comments will appear on the PO20 and PO25 Purchase Order):

**Special Instructions/Comments to Buyer or Approver** (these comments will NOT appear on the Purchase Order):

**User Department Internal Notes** (these comments will NOT appear on the Purchase Order):
COUNTY OF DU PAGE, ILLINOIS
PROCUREMENT SERVICES DIVISION
BID TABULATION ADVISE

BID #17-085-DT
DEMOLITION OF UP TO 11 PROPERTIES
BID OPENING DATE: MAY 18, 2016
2:00 P.M.

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

<table>
<thead>
<tr>
<th>RESPONSIBLE BIDS:</th>
<th>TOTAL BID PRICE:</th>
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<tbody>
<tr>
<td></td>
<td>(Total Base Bid + $15,000.00 Contingency =)</td>
</tr>
<tr>
<td>ALPINE DEMOLITION SERVICES, LLC</td>
<td>WITHDRAWN</td>
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<tr>
<td>A-1 FOWLER, INC.</td>
<td>DISQUALIFIED</td>
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<tr>
<td>COPENHAVER</td>
<td>$492,011.00</td>
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<tr>
<td>K.L.F. ENTERPRISES, INC.</td>
<td>$461,204.00</td>
</tr>
</tbody>
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BID OPENING ATTENDED BY:
Debby Thompson, CPPB, DuPage County Buyer
Joan Mcavoy, DuPage County Buyer
Jennifer Hintze, Stormwater Management
Karsten Pawlik, Alpine Demolition Service
Aaron Linduall, Copenhaver
Sergio Zepeda, KLF Enterprises
Jake Fowler, A-a Fowler
Jim McConachle, LDCLMCC

| INVITATIONS SENT: | 27 | POTENTIAL BIDDERS REQUESTING BID DOCUMENTS: | 6 | TOTAL BID RESPONSES RECEIVED: | 4 |
## CORPORATION FILE DETAIL REPORT

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<td>Entity Name</td>
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<tr>
<td>Status</td>
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<tr>
<td>Entity Type</td>
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<td>Type of Corp</td>
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<tr>
<td>Incorporation Date (Domestic)</td>
<td>02/22/2000</td>
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<tr>
<td>Agent Name</td>
<td>JAMES BRACKEN JR</td>
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<tr>
<td>Agent Street Address</td>
<td>2044 W 163RD ST STE 2</td>
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<td>Agent City</td>
<td>MARGHAM</td>
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<tr>
<td>Old Corp Name</td>
<td>05/15/2012 - K.L.F. TRUCKING CO.</td>
</tr>
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**Return to the Search Screen**

[Select Certificate of Good Standing for Purchase](#)

(One Certificate per Transaction)

### OTHER SERVICES

- File Annual Report
- Adopting Assumed Name
- Articles of Amendment Effecting A Name Change
- Change of Registered Agent and/or Registered Office Address

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

[https://www.ilsos.gov/corporatelcc/CorporateLlcController](https://www.ilsos.gov/corporatelcc/CorporateLlcController)  
5/19/2017
TO: The DuPage County Purchasing Division
The undersigned, being duly sworn, certifies that he/she is:

O the Owner/Sole Proprietor O a Member of the Partnership

O an Officer of the Corporation O a Member of the Joint Venture

herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

James Bracken
(President or Partner)

James Bracken
(Vice-President or Partner)

Kelly Bracken
(Secretary or Partner)

Kelly Bracken
(Treasurer or Partner)

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. _____, _____, 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 5/35 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 hereto are true and correct.

If a Corporation, the undersigned further certifies that the resolutions 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.
### Demolition of Floodprone Properties

**DuPage County Stormwater Management**

<table>
<thead>
<tr>
<th>ADDRESS</th>
<th>ITEM</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL COST</th>
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**Total Base Bid:** $441,704.00

**Contingency:** $15,000.00

**Total Bid Price (Base Bid + Contingency =):** $456,704.00
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 #17-085-DT as follows:

TOTAL BID PRICE: $461,204.00

Four Hundred Sixty-One Thousand Two Hundred Four Dollars and Zero Cents

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 DU PAGE, ILLINOIS
COUNTY OF DU PAGE, ILLINOIS
BID # 17-085-DT
DEMOLITION OF UP TO 11 PROPERTIES
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 subcontractors required by this contract.

BID MUST BE SIGNED FOR CONSIDERATION

X
(SEAL)

(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 16th day of May, 2017

My Commission Expires:

(Notary Public)

RUTH JATHO
Official Seal

My Commission Expires May 7, 2020

Signature of Bidder authorizes the County of DuPage to verify business references.
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, and counsel and any other person associated with contractors or corporate entities under the control of the contracting party, and political action committees to which the contracting party has made contributions.

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

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g., cash, type of item, kind of service, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
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</table>

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 contract or bid and shall update such disclosure with any changes that may occur.

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

<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
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<td>X</td>
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</tbody>
</table>

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

Printed Name

Title

Date

5/17/17

Attach additional sheets if necessary. Sign each sheet and number each page. Page 48 of 55 (total number of pages)
Request for Taxpayer Identification Number and Certification

Part I - Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a non-filer, 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 Form for a TIN on page 3.

Part II - Certification

Under penalty of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number or (if 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 and dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding;

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must enter on the line above your SSN, EIN, or your correct number. If you are required to report your SSN, EIN, or your correct number, you are subject to backup withholding unless you certify that your SSN, EIN, or your correct number is incorrect.

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted. Future developments in information about the elements affecting Form 8962 (such as legislation, should there be any) are as of now as good as.

Purpose of Form

The individual or entity (or W-9 required), who is subject to backup withholding, must enter on this form (if any) indicating that he is exempt from FATCA reporting.

Future developments in information about the elements affecting Form 8962 (such as legislation, should there be any) are as of now as good as.

Part I - Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a non-filer, 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 Form for a TIN on page 3.

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Future developments in information about the elements affecting Form 8962 (such as legislation, should there be any) are as of now as good as.
NOTICE OF AWARD

July 5, 2017

K.L.F. Enterprises, Inc.
Mr. James Bracken
2044 W. 163rd St., Suite 2
Markham, IL 60428

SUBJECT: BID #17-085-DT, DEMOLITION OF UP TO 11 PROPERTIES

Dear Mr. Bracken:

The County has considered the Proposal submitted by you for the above-described project in response to its Invitation to Bid dated April 28, 2017.

You are hereby notified that your Bid in the amount of $461,204.00 was accepted by the DuPage County Board at their meeting of June 13, 2017.

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 and Policy Endorsements evidencing specific coverages 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 11 day of July, 2017.

By:

Title: PRESIDENT
NOTICE TO PROCEED

July 28, 2017

K.L.F. Enterprises, Inc.
Mr. James Bracken
2044 W. 163rd St., Suite 2
Markham, IL 60428

SUBJECT: BID #17-085-DT, DEMOLITION OF UP TO 11 PROPERTIES

Dear Mr. Bracken:

You are hereby notified to commence the work in accordance with the Agreement dated July 28, 2017.

The date of final completion of all the work shall be as specified in the contract documents.

Please acknowledge receipt of this NOTICE TO PROCEED to Debby Thompson, CPPB, Buyer at dthompson@dupageco.org.

Thanks you!

Sincerely,

Debby Thompson
Debby Thompson, CPPB
DuPage County Buyer
DuPAGE COUNTY, ILLINOIS
AGREEMENT

PROJECT NAME: DEMOLITION OF UP TO 11 PROPERTIES, BID #17-085-DT

THIS AGREEMENT, made this 13th day of June, 2017, 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 June, 2017, 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

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: Four Hundred Sixty One Thousand Two Hundred Four Dollars and 00/100 Cents $461,204.00
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. 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 of June 30, 2018.

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  

KUF ENTERPRISES  

By  

(Signature of Officer)  

Title  

PRESIDENT  

Date  

7-11-17  

Subscribed and Sworn to before me this 11 day of July AD, 2017 

My Commission Expires: 3-2-20  

By:  

Procurement Officer  

Date: 7/27/17  

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.
AIA® Document A312™ – 2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)
KFL Enterprises, Inc.
2044 W. 163rd St., Ste 2
Markham, IL 60440

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: June 13, 2017
Amount: $ 461,204.00
Description:
(Name and location)
Demolition of Up to 11 Properties #17-085-DT

BOND
Date: July 10, 2017
(Not earlier than Construction Contract Date)

Amount: $ 461,204.00
Modifications to this Bond: [✓] None [ ] See Section 16

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)
KFL Enterprises Inc.
Signature: ____________________________
Name and Title:
(Any additional signatures appear on the last page of this Performance Bond)

SURETY
Company: (Corporate Seal)
Allegheny Casualty Company
Signature: ____________________________
Name and Title:
(Any additional signatures appear on the last page of this Performance Bond)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

RAM Insurance Agency

16115 W 156th St. #303
Nickerson, IL 60411
815-883-8283

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.

AIA Document A312™ – 2010 Performance Bond. 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. This document was produced by AIA software at 10:32:46 on 03/02/2011 under Order No.776975175_1 which expires on 12/21/2011, and is not for resale.

User Notes:
§ 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 requirements 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.
§ 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

Company: ____________________________  (Corporate Seal)

Signature: ____________________________
Name and Title: ______________________
Address: ______________________________

SURETY

Company: ____________________________  (Corporate Seal)

Signature: ____________________________
Name and Title: ______________________
Address: ______________________________
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
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: June 13, 2017
Amount: $461,204.00
Description:
(Demo of Up to 11 Properties #17-085-DT

BOND
Date: July 10, 2017
(Not earlier than Construction Contract Date)
Amount: $461,204.00
Modifications to this Bond: ✓ Name See Section 18

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)
KLF Enterprises, Inc.
Signature: Name and Title:
(Any additional signatures appear on the last page of this Payment Bond)

SURETY
Company: (Corporate Seal)
Allegheny Casualty Company
Signature: Name and Title: Robert H. Walker, Attorney-in-fact

AGENT or BROKER:
RAM Insurance Agency
18614 W. 159th St., #303
Lockport, IL 60441
(815) 893-8283

OWNER'S REPRESENTATIVE:
(ARCHITECT, ENGINEER or other party)

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.
§ 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.
§ 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.
§ 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)

Signature: ________________________________
Name and Title: ____________________________
Address: _________________________________

SURETY

Company: ________________________________ (Corporate Seal)

Signature: ________________________________
Name and Title: ____________________________
Address: _________________________________

Init. 4

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User Notes: (1682657892)
On this 10th day of July 2017, before me personally appeared Robert H. Walker, to me known, who, being by me duly sworn, did depose and say: that he resides 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.

"OFFICIAL SEAL"
BRANDIE CATLIN
Notary Public, State of Illinois
My Commission Expires 03/31/2018

(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,

whose true and lawful attorney(s) in fact to execute, seal and deliver for and on its behalf as fully and as effectually as they might or could do in person, in the name of said corporation and in all matters pertaining to the business and affairs of said corporation, all such acts and things as may be necessary or proper in the carrying out of their powers, and all such powers, authorities and rights, and all such acts and things as are necessary or proper to be done and performed by said corporation, and for that purpose hereinafter in this Power of Attorney is set forth:

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 power of attorney granted to the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 15th day of July, 2000 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000.

RESOLVED, That 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, endorsements, recognizances, contracts, deeds, leases, mortgages, indentures, notes, bills, checks, promissory notes, transfers, assignments, powers of attorney, documents, and all other written instruments, and that all the acts done by such Officers of the Corporation may be done, and all the appointments of agents, shall be construed as of the same force and effect as though personally done and executed.

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.

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 the said instrument, said he was the herein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, that the seal affixed to said instrument, was the Corporate Seal of said Companies; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereto set my hand and Official Seal at the City of Newark, New Jersey this 31st day of December 2015.

Maria Branco, Assistant Secretary

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 power of said officers, to the said original, and that the same is a true and correct copy of the said original, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereto set my hand this 10th day of July, 2017.

Maria Branco, Assistant Secretary
**ACORD™ CERTIFICATE OF LIABILITY INSURANCE**

**Client#: 24312**

**KLFENTE**

**DATE (MM/DD/YYYY)**

7/24/2017

**ACORD CERTIFICATE OF LIABILITY INSURANCE**

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**
Robert H Walker
RAM Insurance Agency
16514 W 159th Street, Unit 303
Lockport, IL 60441

**CONTACT**
April Mroz
PHONE (Ext. #: 815-893-8284)
TAX (Ext. #: 312-368-3784)
E-MAIL: amroz@raminsuranceagency.com

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

**INSURER A:**
Cincinnati Specialty Underwrite
13037

**INSURER B:**
Hallmark Inc Co Inc
34037

**INSURER C:**
Continental Indemnity Company
28258

**INSURER D:**
Cincinnati Insurance Company
10677

**INSURER F:**
Lexington Insurance Co
19437

**COVERAGE**

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>PERIOD</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR</td>
<td>11/19/2016 - 11/19/2017</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>D AUTOMOBILE LIABILITY SCHEDULED AUTOS NON-OWNED AUTOS</td>
<td>02/25/2017 - 02/25/2018</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>X UMBRELLA LIABILITY EXCESS LIABILITY CLAIMS-MADE OCCUR</td>
<td>11/19/2016 - 11/19/2017</td>
<td>$10,000,000</td>
</tr>
<tr>
<td>C WORKERS COMPENSATION AND EMPLOYEES LIABILITY</td>
<td>11/02/2016 - 11/02/2017 X</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>E POLLUTION</td>
<td>02/25/2017 - 02/25/2018</td>
<td>$5,000,000</td>
</tr>
</tbody>
</table>

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

RE: BID #18-085, DT DEMOLITION OF UP TO 12 FLOOD PRONE PROPERTIES, COUNTYWIDE

IS IT AGREED THAT THE COUNTY OF DUPAGE IS LISTED AS ADDITIONAL INSURED ON THE ABOVE GENERAL LIABILITY AND AUTO LIABILITY POLICIES ON A PRIMARY NON-CONTRIBUTORY BASIS WHEN REQUIRED IN A WRITTEN CONTRACT. A WAIVER OF SUBROGATION APPLIES TO ALL ADDITIONAL INSURED WITH REGARD TO THE GENERAL LIABILITY, AUTO LIABILITY AND WORKERS COMP POLICY WHEN REQUIRED IN A WRITTEN CONTRACT

**CERTIFICATE HOLDER**

DUPAGE COUNTY PROCUREMENT SERVICES
421 N COUNTY FARM RD
Wheaton, IL 60187

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2014/01) 1 of 1 The ACORD name and logo are registered marks of ACORD

#S276311/M253284

AKW1
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU - OPERATIONS AND COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION II - WHO IS AN INSURED is amended to include as an additional insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions in the performance of your ongoing operations for the additional insured;
2. The acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured; or
3. "Your work" performed for the additional insured and included in the "products-completed operations hazard".

If not specified otherwise in the written contract or agreement, a person's or organization's status as an additional insured under this endorsement ends one year after your operations for that additional insured are completed. The written contract or agreement must be currently in effect or become effective during the term of this Coverage Part. The contract or agreement must be executed prior to the "bodily injury", "property damage" or "personal and advertising injury" to which this endorsement pertains.

However:

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

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
   a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications, or
   b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.
3. "Bodily injury", "property damage" or "personal and advertising injury" to any employee of you or any obligation of the additional insured to indemnify another because of damages arising out of such injury.
4. "Bodily injury", "property damage" or "personal and advertising injury" for which the Named Insured is afforded no coverage under this policy of insurance.

C. With respect to the insurance afforded to these additional insureds, SECTION III - LIMITS OF INSURANCE is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever is less. If no limits are specified in the written contract or agreement, the limits applicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

D. With respect to the insurance afforded to these additional insureds, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance is amended to include:

Any coverage provided herein will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless you have agreed in a written contract or written agreement executed prior to any loss that this insurance will be primary. This insurance will be noncontributory only if you have so agreed in a written contract or written agreement executed prior to any loss and this coverage is determined to be primary.
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.

<table>
<thead>
<tr>
<th>State</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>IL</td>
<td>Any party with whom the insured agrees to waive subrogation in a written contract.</td>
</tr>
</tbody>
</table>

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:
Insured Name: Brackenbox, Inc.
Insurance Company:

WC 00 03 13
(Ed. 4-84)

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.

<table>
<thead>
<tr>
<th>Endorsement Effective:</th>
<th>Policy Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>02-25-2016</td>
<td>EBA 037 52 23</td>
</tr>
</tbody>
</table>

Named insured:

K.L.F. ENTERPRISES, INC. D/B/A K.L.F. TRUCKING CO.

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".
Requisition 25k and over
SM-P-0184-17

AWARDING RESOLUTION
ISSUED TO KLF ENTERPRISES
CONTRACT AMOUNT ($461,204.00)

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 and Transportation Committees recommend County Board approval for the issuance of a contract for Demolition of up to 11 Properties.

NOW, THEREFORE, BE IT RESOLVED that County Contract, covering said, for the Demolition of up to 11 Properties for the Stormwater Management Department and Division of Transportation, for the period June 13, 2017 through June 30, 2018, be, and it is hereby approved for issuance of a Contract Purchase Order by the Procurement Division, to KLF Enterprises, 2300 W. 167th St., Markham, Illinois 60452 for the total contract amount of $461,204.00 per lowest responsible bid # 17-085-DT (Stormwater Management portion $299,889.00, Division of Transportation portion $161,315.00).

Enacted and approved this 13th day of June, 2017 at Wheaton, Illinois.

______________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________
PAUL HINDS, COUNTY CLERK