

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2014-0564

Innoprise Contract #: C14-0099

Year: 2014-17

Amount:

Department: Public Works - Tom Martin/Rich Rittenbacher

Contract Type: Services

Contractors Name: KLF Enterprises

Contract Description: Materials Loading and Hauling Services 2014-17 - unit pricing

MAYOR
Daniel J. McLaughlin
VILLAGE CLERK
John C. Mehalek
14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100
www.orlandpark.org



VILLAGE HALL

TRUSTEES
Kathleen M. Fenton
James V. Dodge
Edward G. Schussler III
Patricia A. Gira
Carole Griffin Ruzich
Daniel T. Calandriello

October 31, 2014

Mr. James Bracken
KLF Enterprises
2300 W. 167th Street
Markham, Illinois 60428

RE: *NOTICE TO PROCEED*
Materials Loading and Hauling Services 2014-17

Dear Mr. Bracken:

This notification is to inform you that the Village of Orland Park has received all necessary contracts and insurance documents in order for work to commence on the above stated project as of October 27, 2014.

Please contact Tom Martin at 708-403-6103 or Rich Rittenbacher at 708-403-6243 to arrange the commencement of the work.

The Village will be processing a Purchase Order for this contract/service and it will be faxed to your company. It is imperative that this number on the Purchase Order be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) original executed contract dated October 21, 2014. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

Encl:

cc: Tom Martin
Rich Rittenbacher

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
John C. Mehalek

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October 21, 2014

Mr. James Bracken
KLF Enterprises
2300 W. 167th Street
Markham, Illinois 60428

NOTICE OF AWARD – Materials Loading and Hauling Services 2014-2017

Dear Mr. Bracken:

This notification is to inform you that on October 20, 2014, the Village of Orland Park Board of Trustees approved awarding KLF Enterprises the contract in accordance with the bid you submitted dated September 9, 2014, for Materials Loading and Hauling Services 2014-2017 at quoted unit prices not to exceed Board approved budgeted amounts for each contract year.

In order to begin this project, you must comply with the following within ten business days of the date of this Notice of Award, which is by November 3, 2014.

I am enclosing the Contract for Materials Loading and Hauling Services 2014-2017. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the Contract and one original executed Contract will be returned to you.

Please submit a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements listed and agreed to in the bid at minimum and endorsements for a) the additional insured status, b) the waiver of subrogation for General Liability and c) the waiver of subrogation for Workers Compensation.

Please deliver this information directly to me, Denise Domalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. The signed Contracts, Insurance Certificates and Endorsements are required to be in place and received at my office prior to the commencement of work on this project. You will be issued a Notice to Proceed letter and a purchase order when you are in full compliance with this process. Failure to comply with these conditions within the time specified will entitle the Village to consider your bid abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at ddomalewski@orlandpark.org.

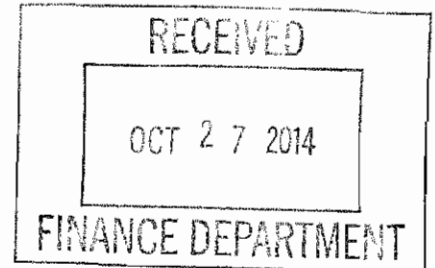
Sincerely,

A handwritten signature in dark ink, appearing to read "Denise Domalewski", is written over a horizontal line.

Contract Administrator

cc: Tom Martin
Rich Rittenbacher

VILLAGE OF ORLAND PARK
Materials Loading and Hauling Services
(Contract for Services)



This Contract is made this **21st day of October, 2014** by and between The Village of Orland

Park (hereinafter referred to as the “VILLAGE”) and KLF Enterprises (hereinafter referred to as the “CONTRACTOR”).

WITNESSETH

In consideration of the promises and covenants made herein by the VILLAGE and the CONTRACTOR (hereinafter referred to collectively as the “PARTIES”), the PARTIES agree as follows:

SECTION 1: THE CONTRACT DOCUMENTS: This Contract shall include the following documents (hereinafter referred to as the “CONTRACT DOCUMENTS”) however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Contract’s provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

The Invitation to Bid issued August 21, 2014

The Instructions to the Bidders

This Contract

The Bid Proposal dated September 9, 2014 as it is responsive to the VILLAGE’S bid requirements

All Certifications required by the Village

Certificates of insurance

SECTION 2: SCOPE OF THE WORK AND PAYMENT: The CONTRACTOR agrees to provide all work, tools, equipment, trucks, fuel, personnel, permits, insurance and any other expenses required to complete the loading and hauling of material as described in the CONTRACT DOCUMENTS and further described below:

Loading and hauling excavated spoils and/or materials from stockpiles at two Village Bulk Material Storage Facilities (10201 West 153rd Street and 16401 South 108th Avenue) to a licensed Clean Construction Demolition Debris (CCDD) Fill Operation, an authorized non-CCDD fill operation or a recycling facility at the CONTRACTOR’s discretion

(hereinafter referred to as the “WORK”) and the VILLAGE agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amount for performance of the described services:

Rates are per load for contract years October 21 – October 20 and the total shall not exceed Board

approved budgeted amounts per year

<i>Service</i>	<i>2014-2015</i>	<i>2015-2016</i>	<i>2016-2017</i>
Bituminous Materials	\$295.00	\$310.00	\$325.00
Spoils (CCDD) with IEPA Form LPC662/663	\$295.00	\$310.00	\$325.00
Spoils-Special Waste (No IEPA Form)	\$687.00	\$721.00	\$757.00

SECTION 3: ASSIGNMENT: CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK which is the subject matter of this Contract without the written consent of the VILLAGE.

SECTION 4: TERM OF THE CONTRACT: This Contract and the WORK shall commence on the date of its execution. The WORK shall continue expeditiously for three (3) years from that date or until final completion. This Contract shall terminate upon completion of the WORK or October 20, 2017, whichever occurs first, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

SECTION 5: INDEMNIFICATION AND INSURANCE: The CONTRACTOR shall indemnify, defend and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of Subcontractor or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The Subcontractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: CONTRACTOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to the Illinois Human Rights Act as follows: CONTRACTOR hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the CONTRACTOR and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act and shall maintain a sexual harassment policy as the Act requires. The CONTRACTOR shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. CONTRACTOR and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. CONTRACTOR and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

The CONTRACTOR shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the VILLAGE prior to commencement of the WORK.

SECTION 7: NOTICE: Where notice is required by the CONTRACT DOCUMENTS it shall be considered received if it is delivered in person, sent by registered United States mail with delivery confirmation, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the VILLAGE:

Denise Domalewski, Contract Administrator
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6173
Facsimile: 708-403-9212
e-mail: ddomalewski@orland-park.il.us

To the CONTRACTOR:

James Bracken
KLF Enterprises
2300 W. 167th Street
Markham, Illinois 60428
Telephone: 708-331-4200
Facsimile: 708-331-4212
e-mail: bracken708@gmail.com

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

SECTION 8: STANDARD OF SERVICE: Services shall be rendered to the highest professional standards to meet or exceed those standards met by others providing the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The CONTRACTOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with Village residents or Village employees in a respectful manner. At the request of the Village Manager or a designee, the CONTRACTOR shall replace any incompetent, abusive or disorderly person in its employ.

SECTION 9: PAYMENTS TO OTHER PARTIES: The CONTRACTOR shall not obligate the VILLAGE to make payments to third parties or make promises or representations to third parties on behalf of the VILLAGE without prior written approval of the Village Manager or a designee.

SECTION 10: COMPLIANCE: CONTRACTOR shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

SECTION 11: FREEDOM OF INFORMATION ACT COMPLIANCE: The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010. This amendment adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village of Orland Park has contracted. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information.

The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village of Orland Park for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village of Orland Park within two (2) business days of the request being made by the Village of Orland Park. The undersigned agrees to indemnify and hold harmless the Village of Orland Park from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other

professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village of Orland Park under this agreement.

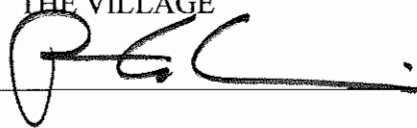
SECTION 12: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

SECTION 13: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 14: COUNTERPARTS: This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the parties.

FOR: THE VILLAGE

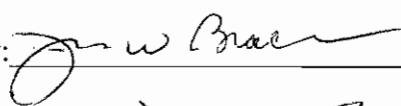
By: 

Print Name: Paul G. Grimes

Its: Village Manager

Date: 10/30/14

FOR: THE CONTRACTOR

By: 

Print Name: James W. Brackley

Its: Secretary Treasurer

Date: 10-31-14

BIDDER SUMMARY SHEET

Materials Loading and Hauling Services
Project Name

IN WITNESS WHEREOF, the parties hereto have executed this Bid as of the date signed below.

Firm Name: KLF Enterprises

Address: 2300 W 167th St.

City, State, Zip Code: Markham, IL 60428

Contact Person: James Bracken

FEIN #: 36-4346764

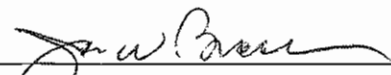
Phone: (708) 331-4200 Fax: (708) 331-4212

E-mail Address: Bracken708@GMail.Com

GRAND TOTAL FOR ENTIRE THREE YEAR CONTRACT TERM:

\$ 136,300.00
(Insert price from Section II, Unit Price Bid Sheet)

Name of Authorized Signee: James Bracken

Signature of Authorized Signee: 

Title: Secretary-Treasurer Date: 9-8-14

RECEIPT OF ADDENDA: The receipt of the following addenda is hereby acknowledged:

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

ACCEPTANCE: This bid is valid for 60 calendar days from the date of submittal.

UNIT PRICE BID SHEET

Materials Loading and Hauling Services

Loading and hauling excavated spoils or materials from stockpiles

The undersigned, having become familiar with the Project as described in this Invitation to Bid, hereby bids to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the services required for and the Project.

No	Item	Quant	Unit	Unit Price	Amount
<u>Year One (2014-2015):</u>					
1	BITUMINOUS MATERIALS LOADING AND HAULING	40	LOADS	\$ 295.00	\$ 11,800.00
2	SPOILS (CCDD) LOADING AND HAULING WITH IEPA FORM LPC 662/663	60	LOADS	295.00	17,700.00
3	SPOILS LOADING AND HAULING – SPECIAL WASTE (NO IEPA FORM)	20	LOADS	687.00	13,740.00
<u>Year Two (2015-2016):</u>					
4	BITUMINOUS MATERIALS LOADING AND HAULING	20	LOADS	\$ 310.00	\$ 6,200.00
5	SPOILS (CCDD) LOADING AND HAULING WITH IEPA FORM LPC 662/663	80	LOADS	310.00	24,800.00
6	SPOILS LOADING AND HAULING – SPECIAL WASTE (NO IEPA FORM)	20	LOADS	721.00	14,420.00
<u>Year Three (2016-2017):</u>					
7	BITUMINOUS MATERIALS LOADING AND HAULING	20	LOADS	\$ 325.00	\$ 6,500.00
8	SPOILS (CCDD) LOADING AND HAULING WITH IEPA FORM LPC 662/663	80	LOADS	325.00	26,000.00
9	SPOILS LOADING AND HAULING – SPECIAL WASTE (NO IEPA FORM)	20	LOADS	757.00	15,140.00
GRAND TOTAL PRICE FOR ENTIRE THREE YEAR CONTRACT TERM :				\$ 136,300.00	
(sum of lines 1 thru 9)				(Enter this amount as Total Bid Price on Bidder Summary Sheet)	

The foregoing total shall be the basis for establishing the amount of the labor and payment and is not to be construed as a lump sum Contract Price. The actual number of loads removed will determine the final payment for the Project.

BUSINESS ORGANIZATION:

_____ Sole Proprietor: An individual whose signature is affixed to this proposal.

_____ Partnership: Attach sheet and state full names, titles and address of all responsible principals and/or partners. Provide percent of ownership and a copy of partnership agreement.

X Corporation: State of incorporation: Illinois
Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Illinois.

In submitting this proposal, it is understood that the Village of Orland Park reserves the right to reject any or all proposals, to accept an alternate proposal, and to waive any informalities in any proposal.

In compliance with your Request for Proposals, and subject to all conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services as outlined.

KLF Enterprises (Corporate Seal)
Business Name

James Bracken James Bracken
Signature Print or type name

Secretary - Treasurer 9-8-14
Title Date

**CERTIFICATION OF ELIGIBILITY
TO ENTER INTO PUBLIC CONTRACTS**

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

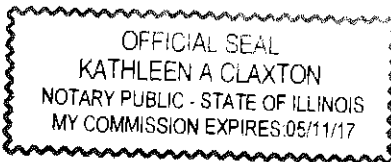
I, James Bracken, being first duly sworn certify and say
that I am Secretary-Treasurer
(insert "sole owner," "partner," "president," or other proper title)
of KLF Enterprises, the Prime Contractor
submitting this proposal, and that the Prime Contractor is not barred from contracting with any unit of
state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois
Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United
States.


Signature of Person Making Certification

Subscribed and Sworn To
Before Me This 8th Day
of Sept, 2014.



Notary Public



SEXUAL HARASSMENT POLICY

Please be advised that pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must:

"Have written sexual harassment policies that shall include, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the contractor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department (of Human Rights) and the Commission (Human Rights Commission); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added)

Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes:

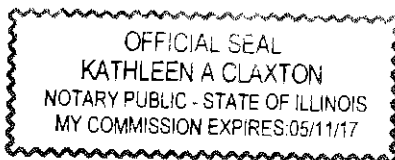
...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

I, James Bracken, having submitted a bid for KLF Enterprises (Name of Contractor) for Materials Loading and Hauling Services (General Description of Work Bid on) to the Village of Orland Park, hereby certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

By: [Signature]
Authorized Agent of Contractor

Subscribed and Sworn To
Before Me This 8th Day
of Sept, 2014.

[Signature]
Notary Public



EQUAL EMPLOYMENT OPPORTUNITY

Section I. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

Section II. In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this Agreement, the Contractor agrees:

- A.** That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B.** That, if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C.** That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- D.** That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract.
- E.** That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.
- F.** That it will permit access to all relevant books, records, accounts and work sites by

personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Section III. For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Contractor and any person under which any portion of the Contractor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Contractor or other organization and its customers.

ACKNOWLEDGED AND AGREED TO:

NAME: James Bracken
SIGNATURE: [Signature]
WITNESS: Kathleen A. Clope
DATE: 9-8-14

**CERTIFICATION OF COMPLIANCE WITH THE
ILLINOIS PREVAILING WAGE ACT
(820 ILCS 130/0.01, et seq.)**

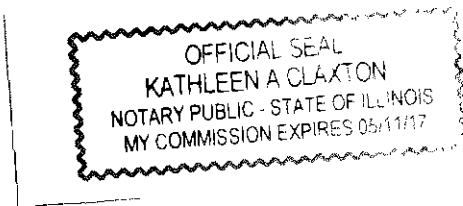
It is hereby stipulated and certified to the Village of Orland Park, that the undersigned Contractor shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract. The undersigned Contractor further stipulates and certifies that he/she/it has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years. In accordance with Public Act 94-0515, the Contractor will submit to the Village certified payroll records (to include for every worker employed on the project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day) on a monthly basis, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Contractor is aware that knowingly filing false records is a Class B Misdemeanor.

Contractor:

By: *[Signature]*
(Authorized Officer)

Subscribed and Sworn To
Before Me This 8th Day
of Sept, 2014.

[Signature]
Notary Public



TAX CERTIFICATION

I, James Bracken, having been first duly sworn depose and state as follows:

I, James Bracken, am the duly authorized agent for KLF Enterprises, which has

submitted a bid to the Village of Orland Park for

Materials Loading and Hauling Services and I hereby certify
(Name of Project)

that James Bracken is not

delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

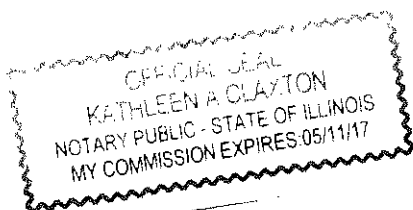
a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or

b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: JWB
Title: Secretary - Treasurer

Subscribed and Sworn To
Before Me This 8th Day
of Sept, 2014.

Kathleen A Clayton
Notary Public



REFERENCES

Please provide three (3) references with whom your organization has performed similar work.

ORGANIZATION Village of Wilmette
ADDRESS 1200 Wilmette Ave
CITY, STATE, ZIP Wilmette, IL 60091
PHONE NUMBER 847-853-7619
CONTACT PERSON Stephen Lazarus
DATE OF PROJECT Oct 2011 to Current

ORGANIZATION City of Evanston
ADDRESS 2100 Ridge Ave
CITY, STATE, ZIP Evanston, IL 60201
PHONE NUMBER 847-866-2945
CONTACT PERSON Jim Nelson
DATE OF PROJECT Jan 2011 - Dec 2013

ORGANIZATION County of DuPage
ADDRESS 421 N County Farm Road
CITY, STATE, ZIP Wheaton, IL 60187
PHONE NUMBER 630-407-6200
CONTACT PERSON Karin Kietzman
DATE OF PROJECT Jan 2011 - Dec 2013

Bidder's Name: KLF Enterprises
Signature & Date: Jaw Brash 9-8-14

INSURANCE REQUIREMENTS

Please submit a policy Certificate of Insurance showing Bidder's current coverages

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident

\$500,000 – Policy Limit

\$500,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence

\$2,000,000 – General Aggregate Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products/Completed Operations Aggregate

Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$2,000,000 – Each Occurrence

\$2,000,000 – Aggregate

EXCESS MUST COVER: General Liability, Automobile Liability, Workers Compensation

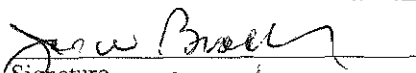
PROFESSIONAL LIABILITY

\$1,000,000 Limit -Claims Made Form, Indicate Retroactive Date & Deductible

Any insurance policies providing the coverages required of the Contractor, excluding Professional Liability, shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's. The certificate of insurance shall also state this information on its face. Certificates of insurance must state that the insurer shall provide the Village with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. The words "endeavor to" and "but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives" must be stricken from all Certificates of Insurance submitted to the Village. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

The bidder agrees that if they are the selected contractor, within ten days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the selected bidder and the bid will be awarded to the next lowest bidder or result in creation of a new bid.

ACCEPTED & AGREED THIS 8th DAY OF Sept, 2014


Signature
James Bracken
Printed Name & Title
Secretary-Treasurer

Authorized to execute agreements for:
KLF Enterprises
Name of Company



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

K.L.F. ENTERPRISES, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON FEBRUARY 22, 2000, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



*In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 11TH
day of MARCH A.D. 2014 .*

Jesse White

President	Kelly Bracken	2300 W 167th St
		Markham, IL . 60428
Vice President	James Bracken Jr	2300 W 167th St
		Markham, IL . 60428
Secretary/ Treasurer	James Bracken III	2300 W 167th St
		Markham, IL . 60428



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/24/2014

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 Columbian Agency 1005 Laraway Road New Lenox IL 60451		CONTACT NAME: DIANE BOVEE PHONE (A/C, No. Ext): 815-215-4724 E-MAIL ADDRESS: dbovee@columbianagency.com FAX (A/C, No): 815-215-4764	
INSURED K.L.F. ENTERPRISES INC. DBA KLF TRUCKING CO. 2300 W. 167TH ST. MARKHAM IL 60428		INSURER(S) AFFORDING COVERAGE INSURER A: North American Capacity INSURER B: United Fire & Casualty INSURER C: Essex Insurance Company INSURER D: Accident Insurance Company INSURER E: Lexington Ins Co INSURER F: Indiana Insurance Co	
NAIC #			

COVERAGES

CERTIFICATE NUMBER: 1999159039

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☒ PROJECT ☐ LOC		PNG100102405	2/25/2014	2/25/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		60438549	11/8/2013	11/8/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$		XOMS473714	2/25/2014	2/25/2015	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	WCV000834100	11/1/2013	11/1/2014	☒ WC STATUTORY LIMITS E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
E	POLLUTION LIABILITY EQUIPMENT FLOATER		CPL15908232 IM8894292	2/25/2014 2/25/2014	2/25/2015 2/25/2015	EACH LOSS 5,000,000 LEASED & RENTED 345,000

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

CERTIFICATE HOLDER**CANCELLATION**

PROOF OF INSURANCE

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

AUTHORIZED REPRESENTATIVE

Gave Authorized Signature

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/21/2014

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 Columbian Agency 1005 Laraway Road New Lenox IL 60451		CONTACT NAME: DIANE BOVEE PHONE (A/C, No, Ext): 815-215-4724 FAX (A/C, No): 815-215-4764 E-MAIL ADDRESS: dbovee@columbianagency.com	
INSURED K.L.F. ENTERPRISES INC. DBA KLF TRUCKING CO. 2300 W. 167TH ST. MARKHAM IL 60428		INSURER(S) AFFORDING COVERAGE INSURER A: North American Capacity 25038 INSURER B: United Fire & Casualty 13021 INSURER C: Essex Insurance Company 39020 INSURER D: Accident Insurance Company 11573 INSURER E: Lexington Ins Co 19437 INSURER F: Indiana Insurance Co 22659	

COVERAGES

CERTIFICATE NUMBER: 827494400

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC	Y Y	PNG100102405	2/25/2014	2/25/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		60438549	11/8/2013	11/8/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		XOMS473714	2/25/2014	2/25/2015	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WCV000834100	11/1/2013	11/1/2014	☒ WC STATUTORY LIMITS E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
E	POLLUTION LIABILITY EQUIPMENT FLOATER		CPL15908232 IM8894292	2/25/2014 2/25/2014	2/25/2015 2/25/2015	EACH LOSS 5,000,000 LEASED & RENTED 345,000

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

FOR MATERIALS LOADING AND HAULING SERVICES 2014-2017

IT IS AGREED THAT THE VILLAGE OF ORLAND PARK, ITS BOARD OF TRUSTEES AND VILLAGE OFFICIALS ARE ADDED AS ADDITIONAL INSUREDS IF REQUIRED BY WRITTEN CONTRACT ON THE ABOVE GENERAL LIABILITY POLICY. WAIVER OF SUBROGATION APPLIES IN FAVOR OF ADDITIONAL INSUREDS ON GENERAL LIABILITY AND WORKERS COMPENSATION POLICIES.

CERTIFICATE HOLDER

CANCELLATION

VILLAGE OF ORLAND PARK
14700 S. RAVINIA AVENUE
ORLAND PARK IL 60462

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

Robert H. Wayne

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