

# GLENWOOD FIRE DEPARTMENT

ONE ASSELBORN WAY • GLENWOOD, ILLINOIS 60425

708.753.2440

708.753.2442 Fax



CHIEF  
Kevin A. Welsh

DEPUTY CHIEF  
Bill Palm

DATE: June 15, 2013

TO: Mayor and Board of Trustees

FROM: Fire Chief Welsh

SUBJECT: Demolition of Former Annie-Lee

Pursuant to the board's direction at the board meeting of May 21, 2013 we mailed bid specifications to contractors (see attached list). The returned bids were opened on Thursday, June 6, 2013 at 2:00 p.m. in the board room. There were four bids received and all four contractors were in attendance.

The bids received were as follows:

Bechstein Construction Corporation in Tinley Park, IL- \$56,514.00

Environmental Cleansing Corporation in Markham, IL- \$68,934.00

KLF Excavating in Markham, IL- \$22,500.00

Alliance Demolition in Lansing, IL- \$27,400.00 + \$300.00 inspection

The lowest responsive bidder is KLF excavating of Markham in the amount of \$22,500.00. Time is of the essence as the bid specifications call for work to commence July 1, 2013 and be completed by July 31, 2013. This is an aggressive schedule to maintain. Permitting is time consuming.

Bid law will require the award of the bid to the lowest responsive bidder then we would be able to adjust the scope of work to reflect changes that might be warranted if it is the desire of the board to entertain the alternative use that is being contemplated.

Upon award of the contract as prepared by Attorney Donahue, we will facilitate the work.

# **BECHSTEIN**

## **Construction Corporation**

**Demolition - Excavating**

P.O. Box 277  
17368 68th Court • Tinley Park • Illinois 60477  
708-532-3500 • Fax: 708-532-7774

Village of Glenwood  
Attn: Kevin Welsh, Sr.  
One Asselborn Way  
Glenwood, IL 60425

June 4, 2013  
Ref # 13-197  
Phone: 773-753-2440

RE: Demolition of former Annie Lee's Art Gallery, 38 E. Main Street, Glenwood, IL.

Dear Mr. Welsh:

Bechstein Construction Corp. proposes to furnish all labor and material to perform the following scope of work:

Demolition and legal disposal of the entire building which includes original house and additions, removal of all hard surface areas, remove all foundations, backfill remaining voids with clean, suitable earthen fills and regrade to surrounding grade, finish grade with black dirt and hydro seed complete lot.

No asbestos survey was provided by the Village of Glenwood, Bechstein will provide required property asbestos survey submitted by a licensed asbestos inspector, proper Cook County and State of Illinois EPA notifications and Village demolition permit. This proposal does not include any abatement costs.

Provide performance bond in a sum equal to one hundred percent (100%) if selected to perform the work.

Bechstein is signatory with all respective trade unions and will provide certified payroll records if selected to perform the work.

The total for above scope of work is Fifty Six Thousand Five Hundred Fourteen and 90/100 dollars. \$56,514.90

This proposal is limited to the above scope of work. Any and all changes can be provided by Bechstein Construction Corp. by written change order.

Uncontaminated Soil Certification and/or testing, per I.E.P.A. Forms LPC-662/LPC-663 required for material disposal.

Ref#13-197, Village of Glenwood, demolition of former Annie Lee's Art Gallery

Thank you for your consideration at this time. If I can be of further assistance please contact me at your convenience.

Respectfully,



Tony Marmo  
Bechstein Construction Corp.

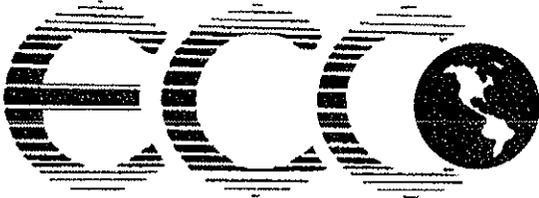
For accounts not paid within 30 days of billing, interest at the rate of 1½% per month shall be charged from the date of completion. By acceptance of this proposal you agree to pay all reasonable attorney's fees, expenses and costs resulting from legal action to collect sums due in owing.

*Acceptance of Proposal* ~ the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted By:

\_\_\_\_\_  
Village of Glenwood

\_\_\_\_\_  
Date of Acceptance



**Environmental Cleansing Corporation  
of America**

Village of Glenwood Building Dept.  
One Asselborn Way  
Glenwood, IL 60425  
ATTN: Kevin Welsh Sr.

June 5, 2013

**Re: PROPOSAL FOR DEMOLITION**  
38 E. Main Street  
Glenwood, IL

**1.0 PROPOSAL**

Environmental Cleansing Corporation (ECC) proposes to furnish all labor, tools, equipment, materials, transportation, disposal, supervision, and insurance to:

- 1.1** Demolish and legally dispose of the referenced facility in accordance with applicable rules and regulations pertaining to demolition and as identified in the scope of work below.
- 1.2** All work to be completed in accordance with NESHAP regulations pertaining to demolition.

**2.0 SCOPE OF WORK:**

- 2.1** Provide pre-demolition NESHAP asbestos inspection, sampling and laboratory analysis.
- 2.2** File 10-day NESHAP Notification of Renovation/Demolition with regulating agencies.
- 2.3** Acquire Cook County demolition permit.
- 2.4** Acquire local license and permit.
- 2.5** Notify JULIE for utility locates.

16602 S. Crawford Ave. Markham, Illinois 60428

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Phone (708) 532-7000 \* Fax (708) 210-0900 \* (Web) [www.eccdemolition.com](http://www.eccdemolition.com)

38 E. Main, continued

**2.0 SCOPE OF WORK:**

- 2.6 Install temporary fencing and screening as required.
- 2.7 Demolish existing frame and masonry mixed use structures.
- 2.8 Demolish and remove all concrete slabs, footings and foundations.
- 2.9 Transport all debris generated by the demolition to legal disposal facilities.
- 2.10 Transport recyclable materials to processing facilities.
- 2.11 Crush all concrete, block and brick to 3" minus for use as backfill in basement excavation.
- 2.12 Backfill trench excavations with granular material currently existing in drive/parking area.
- 2.13 Provide and place granular fill in balance of foundation trenches and basement excavation.
- 2.14 Provide and place topsoil over the disturbed area and final grade.
- 2.15 Provide and place sunny mix seed with hydromulch over disturbed area.
- 2.16 All salvage becomes the property of Environmental Cleansing Corporation.

**3.0 EXCLUSIONS/CLARIFICATIONS:**

- 3.1 No asbestos removal (pending results of NESHAP survey).
- 3.2 No underground storage tank removal.
- 3.3 No hazardous material handling or disposal.
- 3.4 Common utilities to be cut, capped and relocated by others.
- 3.5 No spoils or overburden removed from site.
- 3.6 No unsuitable soil removed from site.

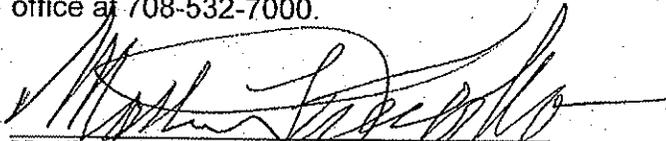
38 E. Main, continued

**4.0 QUOTATION:**

All work will be performed in a timely and professional manner utilizing union personnel for the sum of:

**Sixty-eight thousand, nine-hundred thirty-four even dollars (\$68,934.00)**

Thank you for the opportunity to submit this proposal. We look forward to working with you on this project. Should any questions arise or you require additional clarification, please call the office at 708-532-7000.



**Matthew Konopko, President**  
**Environmental Cleansing Corporation**



708-331-1100 Eradicator

708-331-1076 MTR

708-331-1076 KLF

708-331-4200 KLF

6/6/2013

# KLF Excavating

PROPOSAL

PROPOSAL SUBMITTED TO: Village of Glenwood, IL

PROPOSAL NO: 38 E Main Street Demolition

ADDRESS: 1 Asselborn Way

DESCRIPTION OF WORK: Demolition of existing bldg, site restoration

CITY/STATE/ZIP: Glenwood, IL 60425

SITE LOCATION: 38 E Main Street Glenwood, IL

ATTENTION: Kevin Welsh, Sr.

PHONE NO: 708.753.2440

E-MAIL ADDRESS:

### Scope of work:

Item #

Description

Demolition of existing 2 story building approximately (50' X 25') including the removal of all building demolition debris shall be removed off site in accordance to local, state, and federal standards utilizing approved methods for building demolition.

Furnish and install structural fill in basement void resulting from demolition. Fill provided by KLF shall match surrounding grades.

Total: \$ 22,500.00  
Permit / License Fees: Included in price

### Not included in contract:

1. Any contaminated soils material removal. If contaminated soils are found necessary for removal, that work will be executed at the contractor's expense.

2. Any work above and beyond the scope or quantities listed above will be an addition to the contract.

We will beat any competitor's prices (within reason!)  
Call Ryan with any questions at 708.331.4200

We propose to furnish material and labor in accordance with the above Scope of Work, for the sum of:

\$ 22,500.00

Payment(s) to be made as follows: 50% upon acceptance of proposal, balance upon completion.

In the event payment is not made, the undersigned agrees to pay all costs of collection and attorney's fees incurred by KLF Excavating Inc. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above these estimates.

All agreements contingent upon status, accidents or delays beyond our control. Our workers are fully covered by workers compensation.

Acceptance of Proposal:

Authorized Signature:

Note: This proposal may be withdrawn by mail if not accepted within 30 DAYS

The above prices and conditions are satisfactory and hereby accepted.

Date of Acceptance:

Signature:

KLF Excavating Co. Inc.  
2300 W. 167th St., Markham, IL 60428

Office No. 708.331.4200  
FAX No. 708.331.4212



3455 Ridge Road Lansing, IL 60438

www.ALLIANCEDEMOLITION.net

Phone: 708-418-7030

Fax: 708-418-7031

June 6, 2013

Proposal/Contract # C-060613

**Proposed to:**

Village of Glenwood  
One Asselborn Way  
Glenwood, IL 60425  
Attn: Kevin Welsh Sr.

**Re: Demolition of Former Annie Lee's Art Gallery  
38 E. Main St. Glenwood, IL 60425**

**PROPOSAL/CONTRACT:**

Upon review of present conditions and site investigation, Alliance Demolition Services, Inc. will demolish existing commercial structure(s) at the aforementioned and following site(s):

**Address:** 38 E. Main St. Glenwood, IL 60425

**Description:** Commercial building to be wrecked and removed entirely. Site to be backfilled with clean fill, graded and hydro seeded.

**SCOPE OF WORK:**

Alliance Demolition Services, Inc. will furnish all necessary labor, supervision, equipment, disposal and insurance to wreck, dismantle and remove structure(s) down to surrounding grade level.

- All items listed under "Specifications" in the bid documents, provided by Village of Glenwood, are included.
- Permits to be paid by Alliance Demolition Services, Inc.
- Concrete foundations and slabs will be removed entirely.
- Buildings will be fully inspected by an Illinois Licensed Asbestos Inspector.
- Voids and/or depressions will be backfilled with clean fill material.
- Site will be topped with black dirt then hydro seeded.
- All debris caused by the demolition shall be removed and legally disposed of from the site.
- Upon completion, the site will be graded and left in a neat and clean condition.

**GENERAL PROCEDURES:**

-For the purposes of safety, in order to minimize the potential for any unsafe conditions, access to the actual work areas will be restricted to Alliance Demolition Services, Inc. and its designated personnel once the work has commenced.

-Alliance Demolition Services, Inc. will provide fencing, demarcation and barricades as required by the Village of Glenwood.

**UTILITIES/PERMITTING:**

-Alliance Demolition Services, Inc. will obtain and submit the necessary permits and notifications to perform the demolition work.

-Village of Glenwood will have electric services disconnected prior to demolition.

-Village of Glenwood is responsible for payment and disconnection of natural gas services.

**Exclusions:**

Excluded from this proposal:

- The disconnection of water services.

- The removal of any underground storage tanks or contaminated soil.

- The removal of any asbestos.

**QUOTATION:**

The aforementioned work shall be completed for the following sums:

Demolition of Building.....	\$27,400.00
(To include all work listed under "Specifications")	
Licensed Asbestos Inspection.....	\$300.00

Proposed by:  
Alliance Demolition Services, Inc

Accepted by:  
Village of Glenwood

by: 

by: \_\_\_\_\_

Ryan Jensen, President  
Name and Title

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**VILLAGE OF GLENWOOD  
COOK COUNTY, ILLINOIS  
NOTICE TO CONTRACTORS**

The Village will receive sealed proposal for the following improvements at the Building Department, One Asselborn Way, Glenwood, IL 60425, until 2:00 P.M. on Thursday June 6, 2013.

**DEMOLITION OF FORMER ANNIE LEE'S ART GALLERY  
38 E. MAIN STREET GLENWOOD, IL 60425  
Property Index Number (PIN) 32-03-322-003-0000/32-03322-004-0000**

All proposals shall be sealed in an envelope, addressed to the Village of Glenwood, attention Kevin Welsh Sr., Building Department. The name and address of the bidder and the name of the project shall also appear on the outside of the envelope. Proposals must be submitted on firm letterhead and be signed by the officer of the firm.

A performance bond in a sum equal to one hundred percent (100%) of the amount of the bid, with sureties to be approved by the Village of Glenwood for the faithful performance of the contract, must be finished by the selected Contractor before beginning the work.

The right is reserved to reject any or all proposals, to waive technicalities, or to request new proposals, if in the judgment of the Village of Glenwood their best interests will be promoted thereby.

The contractor will be required to pay not less than the prevailing wage rates on this project as established by the United State Department of Labor. He shall also comply with all applicable Federal, State and local regulations. Certified payroll documents will be required.

Contact Kevin Welsh Sr., Village of Glenwood, 708-753-2440 with questions pertaining to the scope of work.

**PRESIDENT AND BOARD OF TRUSTEES  
VILLAGE OF GLENWOOD  
COOK COUNTY, ILLINOIS**

**VILLAGE OF GLENWOOD  
DEMOLITION OF ANNIE LEE'S ART GALLERY  
38 E. MAIN STREET GLENWOOD, IL 60425**

**SPECIAL PROVISIONS**

Any Special Provisions necessitated by the enforcement of the bid document or work shall conform to all applicable laws, codes, and ordinances that might affect completion of the work. All Special Provisions shall be performed and/or adhere to "Workman Like" practices and will be authorized only when both parties are in agreement.

**WAGE RATES**

Attention is called to the necessity of paying prevailing wages as required by Chapter 48, paragraphs 39s-1 to 39S-12, Illinois Revised Statutes.

**TRAFFIC CONTROL**

Traffic Control shall be in accordance with the applicable sections of the Illinois Department of Transportation contract guidelines, the applicable guidelines contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, any special details and Highway Standards contained herein and in the plans and the Standard Specifications.

The Contractor shall obtain, erect, maintain and remove all signs, barricades, flagmen and other traffic control devices as may be necessary for the purpose of regulating, warning or guiding traffic. Placement and maintenance of all traffic control devices shall be in accordance with the applicable parts of Article 107.14 of the Standard Specifications and the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways and the attached special provisions.

Work Zone Traffic Control will not be paid for separately but will be considered incidental to the contract.

**SCOPE OF WORK**

This improvement shall consist of demolition of the entire building, original house, building commercial addition and garage area, removal of all hard surface material, the grading of the site and site clean-up. Finish grade with black dirt and hydro seed complete lot. The contractor is encouraged to inspect the site before submitting a proposal, as no payment will be made extra for extra work that is not specified in these Special Provisions.

**INSURANCE COVERAGE**

In accordance with "Legal Regulations and Responsibility to the Public", the contractor must obtain a Certificate of Insurance for "General Public Liability and Property Damage Insurance" naming the Village of Glenwood as additional insured. This certificate shall be issued to the Village for approval prior to the start of construction (or within 10 days after execution of the contract). This certificate is in addition to any company policies that the contractor may have.

### PERMITS

It will be the responsibility of the contractor to acquire all necessary Demolition permits.

### SAW CUT JOINTS

The removal and/or replacement of any driveways, pavement, curb, sidewalk, etc. shall be accomplished by means of a saw cut joint, at the direction of the Village. A saw cut shall be made where the proposed driveway matches the existing pavement to provide a straight match line. This work will not be paid for separately, but shall be included in the unit price bid for the various items.

### LICENSING

All contractors are to be properly licensed by the Village of Glenwood.

### ESTIMATED BUDGET

The village of Glenwood has budgeted a specific amount of the funds for the construction of this project. It is recognized that the cost to complete the work at the location listed within these special provisions and the contract drawings may vary from the budgeted amount. Bidders are hereby notified that the Village of Glenwood reserves the right to add or delete line items contained in this contract at its sole discretion to keep the construction cost near estimated budget. It shall be understood and agreed that the contract unit prices shall prevail regardless of changes to the contract quantities which may be made subsequent to the contract award. By submitting a bid, the successful bidder agrees to be bound by said unit prices, and will not make claims for adjustments due to work which may be added or deleted from the project.

### SPECIFICATIONS

1. Protect all trees and shrubs that are growing within the project limits.
2. Remove sidewalks servicing property-except public sidewalk along Main St. & Pickens St.
3. Saw cut asphalt drive a t road line and remove all asphalt surfaces.
4. Remove all concrete curbs and parking blocks.
5. Remove all light standard and/or signs, concrete bases including all wire and/or conduit feeds.
6. Remove all stairwells.
7. Remove all foundations and footings
8. Backfill building area with clean fill and grade over with black dirt.
9. Secure all necessary permits (Cook County, State of Illinois, & Village of Glenwood).
10. Submit Site Specific Safety Plan.
11. Surround complete site with 8" construction fence with wind screen.
12. Site clearing of existing shrubs, weeds, growing matter, etc.
13. Fill demolished foundation areas with clean fill and compact.
14. Haul off all demolition debris to an EPA Approved Dump Site. (Owner Approved)
15. All OSHA Safety Regulations will be followed in connection with the demolition. On Site Safety Representative will be followed in connection with the demolition. On Site Safety Representative to be present at all times.
16. Abate existing conditions as required by law.

**COMPLETION DATE**

Time is of the essence in this contract. The contractor is advised that work shall begin no later than July 1, 2013 and be completed on or before July 31, 2013.

## CONSTRUCTION CONTRACT

This construction contract (the "Agreement") is made and entered into as of the \_\_\_th day of January 2013 by and between the **VILLAGE OF GLENWOOD**, an Illinois home rule municipality (hereinafter "Village" or "Glenwood") and \_\_\_\_\_ an Illinois \_\_\_\_\_, with principal offices located at \_\_\_\_\_ (hereinafter "\_\_\_\_\_"). (The Village and \_\_\_\_\_ may sometimes hereinafter be referred to individually as a "Party" and collectively as the "Parties").

### RECITALS

A. The Village is the owner of certain property located at 37 E. Main St., Glenwood, Illinois 60425 which is also known by Permanent Index Numbers 32-03-322-003-0000 and 32-03-322-004-0000 (hereinafter "Property") and desires that certain portions of the structures on the property be demolished.

B. \_\_\_\_\_ is skilled in the type of demolition work that is desired by the Village for the Property and desires to contract with the Village to complete said improvements.

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants and agreements herein contained herein, the Parties do hereby agree as follows:

### ARTICLE I RECITALS PART OF AGREEMENT

1.1 **Incorporation of Recitals.** The recitations set forth in the foregoing recitals are true and material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Article I.

### ARTICLE II REQUIRED APPROVALS

2.1 **Plan/permit Approval.** To extent Village permits and approvals and/or the approval of any other governmental agency are required for the completion of the Work required by this Agreement, \_\_\_\_\_ shall be responsible for submitting the necessary applications and obtaining the permits and approvals required.

**ARTICLE III  
WORK**

3.1 **Construction Work.** \_\_\_\_\_ shall perform and complete the demolition work described in Exhibit A (hereinafter "Work") in a good and workmanlike manner in accordance with all applicable federal, state and local laws, ordinances and regulations, including, but not limited to any applicable Illinois Prevailing Wage requirements. The Developer shall not cause or permit any deviation from any approved plans and specifications without the Village's prior consent. The work shall be completed on or before \_\_\_\_\_.

3.2 **Prevailing wage.** \_\_\_\_\_ shall comply with all the provisions of the Illinois Prevailing Wage Act. \_\_\_\_\_ herein acknowledges that the Prevailing Wage Act applies to the Work, its receipt of the PREVAILING WAGE ACT RIDER AND NOTICE which is attached as Exhibit B and incorporated herein as well as its obligation to complete the Work in conformity with terms of Exhibit B.

3.3 **No Liens.** No mechanics' or other liens shall be established against the Property or any Village funds in connection with the Work for labor or materials furnished in connection with any demolition or site preparations as part of the Work; provided, however, that \_\_\_\_\_ shall not be in default hereunder if mechanics' or other liens are filed or established and the \_\_\_\_\_ contests in good faith said mechanics' liens. In such event the mechanics' or other liens may remain undischarged and unsatisfied during the period of such contest and any appeal therefrom, \_\_\_\_\_ shall not be in violation of this Section if it posts a bond or a letter of credit in an amount sufficient to cover any liens, and sends written notice to the Village advising of the type and amount of the security posted for such liens.

3.4 **Completion of the work.** \_\_\_\_\_ shall complete the Work within 30 days after the date set forth above in this contract.

3.5 **Safety.** \_\_\_\_\_ shall implement and enforce a safety program for the Work which shall provide for the safe performance of all portions of the Work in a manner that is in accordance with best practices and all relevant laws and regulations of any governmental body having jurisdiction over the Work. The work shall be secured by fencing which shall be locked at all times when work is not being performed.

3.6 **Materials.** \_\_\_\_\_ shall provide the Village with the identity of all sites to which waste/debris from the work shall be deposited. Such sites shall be licensed by the State of Illinois. The disposal of all materials from the property shall be in conformance with all State, County and any applicable local laws, ordinances and regulations.

**ARTICLE IV**  
**PAYMENT**

4.1 **Payment.** \_\_\_\_\_ shall be entitled to payment of the amount set forth in Exhibit A after substantial completion of the Work and within 30 days after its submittal of: (1) a contractor's sworn statement; (2) all waivers of lien from any entity performing any of the Work; (3) certified payroll documentation in compliance with the Illinois Prevailing Wage Act; and (4) such other documentation as reasonably required by the Village. In the event final completion has not been achieved at the time payment for substantial completion has been sought, the Village may withhold payment in an amount, as determined by the Village, which is equal to 200% of the amount necessary to achieve final completion of all the Work.

**ARTICLE V**  
**INDEMNITY AND INSURANCE**

5.1 **Indemnification**

\_\_\_\_\_ shall indemnify, defend and hold harmless the Village and its officials, employees and agents (collectively referred to as "Indemnities") and each of them from and against all loss, cost, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with \_\_\_\_\_'s performance or nonperformance of the Work which is, or is alleged to be, directly or indirectly caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of \_\_\_\_\_ or its employees, agents, or subcontractors (collectively referred to as "\_\_\_\_\_") except to the extent such Liabilities is, or is alleged to be, caused in whole or part (whether joint, concurrent, or contributing) by any act, omission, default or negligence (whether active or passive) of the Indemnities. In conjunction with the aforementioned indemnification obligations, \_\_\_\_\_ expressly agrees to defend, indemnify and hold harmless the Indemnities, or any of them, as set forth above, from and against all Liabilities which may be asserted by an employee or former employee of \_\_\_\_\_, as provided above, for which the \_\_\_\_\_'s liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar employee benefit laws.

5.2 **Insurance.**

All insurance obtained by the \_\_\_\_\_ shall be with financially sound insurance companies rated at least A:VII by Bests. The insurance companies chosen by the \_\_\_\_\_ shall be subject to the Village's approval which shall not be unreasonably withheld. The insurance required shall be written for not less than limits of

liability specified in this Agreement or required by law, whichever coverage is greater. Coverages, shall be maintained on an occurrence basis without interruption from date of commencement of the Work under this Agreement until the termination of any coverage required to be maintained after termination.

All insurance shall be written on Insurance Service Office (ISO) forms. The required insurance set forth below shall be written for not less than the following minimum limits or greater if required by law:

1. Workers' Compensation, Occupational Disease and Employer's Liability Insurance:

- A. State of Illinois - Statutory limits.
- B. Applicable Federal (if any) - Statutory limits.
- C. Employer's Liability:
  - Bodily Injury by Accident - \$500,000 each accident.
  - Bodily Injury by Disease - \$500,000 each employee;  
\$500,000 policy limit.

2. Commercial General Liability Insurance including as minimum coverages:

Premises - Operations Liability  
Independent Contractor's Protective Liability  
Products and Completed Operations Liability  
Contractual Liability  
Property Damage  
Personal Injury, with Employment Exclusion deleted

A. Limits of Liability:

- i. Bodily Injury and Property Damage: \$1,000,000 each occurrence and \$1,000,000.00 aggregate

B. The contractual liability coverage shall at a minimum protect the Village to the extent of the following Hold Harmless Agreement:

The \_\_\_\_\_ shall defend, indemnify and hold harmless the Village, and its officials, employees and agents (collectively referred to as "Indemnities") and each of them from and against all loss, cost, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with \_\_\_\_\_'s performance or nonperformance of the Work contemplated by this Agreement Contract which is, or is alleged to be, directly or indirectly caused, in whole or in part, by any act, omission, default or negligence

(whether active or passive) of \_\_\_\_\_ or its employees, agents, or subcontractors (collectively referred to as "\_\_\_\_\_"), regardless of whether it is, or is alleged to be, caused in whole or part (whether joint, concurrent, or contributing) by any act, omission, default or negligence (whether active or passive) of the Indemnities, or any of them. \_\_\_\_\_ expressly agrees to defend, indemnify and hold harmless the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of \_\_\_\_\_, as provided above, for which \_\_\_\_\_'s liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar employee benefit laws.

3. Comprehensive Automobile Liability Insurance including owned, hired and non-owned vehicles.

A. Limits of Liability: Combined single limit - \$1,000,000

B. Special Requirements:

- i. All owned, hired, or non-owned vehicles including the loading and unloading thereof.
- ii. No vehicles which are not covered by the within specified insurance, whether owned, borrowed or leased shall be in use in the performance of the any services under the contract.

\_\_\_\_\_ 's Certificates of Insurance shall name the Village, and its officials, employees and agents as additional insureds on all Comprehensive General Liability, Automobile Liability, and any additional Umbrella Liability Coverages \_\_\_\_\_ may have. Before commencing any services under this contract, \_\_\_\_\_ shall furnish a copy of the additional insured endorsement to the Village. As an additional insured, the Village, and its officials, employees and agents shall be insured to the same extent as \_\_\_\_\_. The Certificates of Insurance and additional insured endorsements are to be received by the Village before any work commences. The Certificates of Insurance shall provide that the coverages identified therein shall not be cancelled or allowed to expire unless the additional insureds are given thirty (30) days advance notice of such cancellation or expiration in writing by certified mail, return receipt requested.

All the insurance required of \_\_\_\_\_ shall state that the coverage afforded to the additional insureds shall be primary insurance of the additional insureds with respect to claims arising out of operations performed by or on their behalf. If the

"additional insureds" have other insurance or self-insured coverage which is applicable to the loss, it shall be on an excess or contingent basis.

All insurance required of \_\_\_\_\_ shall provide that the insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this contract by (1) allowing any services to commence before receipt of certificates of insurance or additional insured endorsements; (2) by failing to review any certificates or documents received; or (3) by failing to advise \_\_\_\_\_ that any certificate of insurance or additional insured endorsement fails to contain all of the required insurance provisions or is otherwise deficient in any manner. \_\_\_\_\_ agrees that the obligation to provide the insurance required by these documents is solely its responsibility and that its obligations cannot be waived by any act or omission of the Village.

Nothing contained in this Contract is to be construed as limiting the liability of \_\_\_\_\_. The Village, does not, in any way, represent that the coverages or limits of insurance specified are sufficient or adequate to protect the Village and its officials, employees and agents, but are merely minimums. The obligations of \_\_\_\_\_ to purchase insurance shall not, in any way, limit its obligations to the Village in the event the Village should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of a loss which was not covered by \_\_\_\_\_'s Insurance.

\_\_\_\_\_ shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force until the completion of the Work. If insurance certificates are scheduled to expire prior to completion of the Work, \_\_\_\_\_ shall be responsible for submitting new or renewed insurance certificates to the Village at a minimum of ten (10) calendar days in advance of such expiration.

**ARTICLE VI**  
**GENERAL PROVISIONS**

**6.1 Time of Essence.**

Time is of the essence of this Agreement. The Parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

**6.2 Default.**

(a) A Party shall be deemed in default and be in breach of this Agreement if it fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement.

(b) Before any failure of any Party to this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, the Party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within seven (7) days of the receipt of such notice.

(c) A default shall also exist upon: (1) the filing or execution or occurrence of a petition filed by either Party seeking any nature of debtor relief, the making of an assignment for the benefit of creditors by either Party, either Party's execution of any instrument for the purpose of effecting composition of the Party's creditors or if either Party files for bankruptcy; or (2) the cessation of either Party conducting business in the normal course or any admission writing of its inability to meet its debts as they become due.

(d) If and when any Default shall occur, and not be cured as set forth in this Agreement, the non-defaulting party may, at its option, in addition to all other rights and remedies given hereunder, or otherwise available by law or equity, including suit for accounting or damages, terminate this Agreement by giving written notice of termination to the other party. Except as otherwise set forth herein, no action taken by a Party pursuant to the provisions of this Section or pursuant to the provisions of any other Section of this Agreement shall be deemed to constitute an election of remedies and all remedies set forth in this Agreement shall be cumulative and non exclusive of any other remedy either set forth herein or available to any Party at law or in equity.

**6.3 Amendment.**

This Agreement, and any exhibits attached hereto, may be amended only by the mutual agreement of the Parties evidenced by a written amendment, by the adoption of an ordinance, resolution or motion of the Village approving such written amendment, as provided by law, and by the execution of such written amendment by the Parties or their successors in interest.

6.4 **Entire Agreement.** This Agreement sets forth all agreements, understandings and covenants between and among the Parties relative to the matters herein contained. This Agreement supersedes all prior written agreements, negotiations and understandings, written and oral, and shall be deemed a full integration of the entire agreement of the Parties.

6.5 **Severability.** If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements or portions of this Agreement and, to that end, all provisions, covenants, agreements or portions of this Agreement are declared to be severable.

6.6 **Illinois Law.** This Agreement shall be construed its accordance with the laws of the State of Illinois.

6.7 **Notice.** Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be (i) delivered personally, with a receipt requested therefor; or (ii) sent by telecopy facsimile; or (iii) sent by a nationally recognized overnight courier service; or (iv) delivered by United States registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the Parties at their respective addresses set forth below, and shall be effective (a) upon receipt or refusal if delivered personally or by telecopy facsimile; (b) one (1) business day after depositing with such an overnight courier service or (c) four (4) business days after deposit in the United States mails, if mailed. A Party may change its address for receipt of notices by service of a notice of such change in accordance with this Section. All notices by telecopy facsimile shall be subsequently confirmed by U.S. certified or registered man, return receipt requested.

If to the Village:

Village of Glenwood  
One Asselborn Way  
Glenwood, IL 60425  
Attn: Village President

with a copy to:

John F. Donahue  
Rosenthal, Murphey, Coblenz & Donahue  
30 South LaSalle, Suite 1624  
Chicago, IL 60602

If to \_\_\_\_\_:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

with a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6.8 **Interpretations.** This Agreement has been jointly negotiated by the Parties and shall not be construed against a Party because that Party may have primarily assumed responsibility for the drafting of this Agreement.

6.9 **Exhibits.** All exhibits attached hereto are declared to be a part of this Agreement and are incorporated herein by this reference.

6.10 **Independent Contractors.** The Parties shall be and act as independent contractors, and under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture or employment between the Parties. The Parties shall each be solely responsible for the conduct of their respective officers, employees and agents in connection with the performance of their obligations hereunder.

6.11 **Rights of Third Parties.** This Agreement does not create any rights on the part of any person or other entity who is not a Party to this Agreement.

6.12 **Headings.** The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

6.13 **Counterparts.** This Agreement may be executed in one or more counterparts, all of which together shall be construed to constitute one in the same.

6.14 **Non-waiver.** The failure of a Party to insist on the other Party's strict compliance with the terms and conditions in this Agreement shall not constitute a waiver of the right to insist that the other Party in the future strictly comply with any and all of the terms and conditions contained in this Agreement, and to enforce such compliance by an appropriate remedy.

6.15 **Severability.** If any provision or part of this Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or part not held invalid or unenforceable. Any provisions or parts of this Agreement not held invalid or unenforceable shall continue in full force and effect unless such invalidity or unenforceability renders this Agreement meaningless or grossly inequitable.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all requisite authorizations as of the dates set forth below.

**VILLAGE OF GLENWOOD**

By: \_\_\_\_\_  
Kerry Durkin, Village President

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

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

\_\_\_\_\_  
[insert printed name]

Its: \_\_\_\_\_

**EXHIBIT A**

( \_\_\_\_\_ PROPOSAL FOR THE WORK)

**EXHIBIT B**

**(PREVAILING WAGE ACT RIDER AND NOTICE)**

**PREVAILING WAGE ACT RIDER AND NOTICE**

This rider shall be incorporated into every Village of Glenwood contract for Public Works, as defined in the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et.seq.*, and shall supersede any contrary provision contained in any purchase order, contractor proposal or any other document comprising the contract for any Public Work with the Village of Glenwood.

The Contractor/entity performing any Public Work for the Village of Glenwood shall comply with all the provisions of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et.seq.*, and shall pay not less than the prevailing rate of wages as found by the public body, Illinois Department of Labor or as determined by the court on review to all laborers, workers, and mechanics performing work on the project. The Contractor/entity shall, as a condition to receiving payment, comply with the certified payroll requirements of the Illinois Prevailing Wage Act, 820 ILCS 130/5.

RECEIPT ACKNOWLEDGED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_\_\_\_

CONTRACTOR/ENTITY

\_\_\_\_\_  
[Printed name of Contractor/Entity]

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Printed name]

\_\_\_\_\_  
[Title]

LINDA

## Bids for Annie Lees Demolition

#1 = Alliance Demolition C-060613

Lansing, Ill.

Total = Base = 27,400.-

Asbestos 300.-

\$27,700.-

#2 KLF Enterprises

Markham, Ill.

Base = \$22,500.-

#3 - Environmental Cleansing Corp

Markham, Ill.

Base = \$68,934

#4 = Bechstein

Tonley Park, Ill.

Base = \$56,514.90



**Laborers' District Council**  
**Labor-Management Cooperation Committee**  
 (Chicago and Vicinity - LDCLMCC)



**Cook, Lake, DuPage, Will, Grundy, Kendall, Kane, McHenry and Boone Counties, Illinois.**

**999 McClintock Drive, Suite 301 • Burr Ridge, IL 60527**  
**Phone: 630-655-9525 • Fax: 630-655-9263 • www.ldclmcc.org**

Honorable Mayor Durkin  
 And Members of the City Council  
 Village of Glenwood  
 One Asselborn Way  
 Glenwood, IL 60425

June 7, 2013

**RE: KLF Excavating**  
**2300 West 167<sup>th</sup> Street**  
**Markham, Illinois 60428**

Dear Mayor Durkin and Council Members:

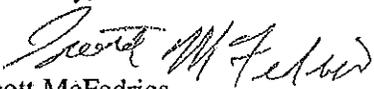
I have been informed that KLF Excavating is the apparent low bidder on the proposed Annie Lee Demolition project for which bids were accepted on June 6, 2013. Competitive bidding statutory provisions require the Village to award the work to the low responsive and responsible bidder.

We wish to call to your attention that KLF has been removed from the city of Chicago's Demolition Projects because KLF has been performing the demolition in a dangerous and hazardous manner posing a threat to the health and safety of its own employees as well as the general public, along with numerous osha violations and environmental infractions, therefore KLF is no longer considered a responsible bidder.

In our opinion, we believe that the Village should not award this contract to KLF Excavating as they fail to meet the definition of "responsible" under competitive bidding requirements. We suggest that the Village award the project to the second low bidder or re-bid the entire project.

I would like to attend the Village Board meeting when this issue will appear on the agenda. Could you please advise me when the Board will be meeting to address this issue? Thank you for your assistance.

Sincerely,

  
 Scott McFedries  
 LDC-LMCC

**MICHAEL D. KLEINIK**  
 Executive Director

**JAMES P. CONNOLLY**  
 LMCC Chairman, Laborers' District Council

**CHARLES V. LoVERDE III**  
 Laborers' District Council

**JOSEPH COCONATO**  
 Laborers' District Council

**DAN BREJC**  
 Laborers' Local 149

**ANTONIO CASTRO**  
 Laborers' Local 1

**SCOTT PAVLIS**  
 Laborers' Local 75



LDLCC BUREAU WILL CHAIRMAN SCOTT McFEDRIES

**Scott McFedries**  
Research Analyst

999 McClintock Drive, Suite 301  
Burr Ridge, IL 60527  
Office: 630-655-9525  
Cell: 630-688-7428  
Fax: 630-655-9263  
Email: [smcfedries@cvidc.org](mailto:smcfedries@cvidc.org)  
[www.ldclmcc.org](http://www.ldclmcc.org)



LABORERS' DISTRICT COUNCIL LOCAL UNION



DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

January 25, 2013

Kelly Bracken  
KLF Trucking Company d/b/a KLF Excavating  
2300 West 187th Street  
Markham, Illinois 60428

Re: Notice of Default  
Contract No. 26143, Term Agreement for Demolition Services

Dear Ms. Bracken,

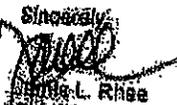
On January 23, 2013, the City of Chicago sent KLF Trucking Company d/b/a KLF Excavating ("KLF") a Notice of Default regarding the contract referenced above. Although KLF has not formally responded to the Notice of Default, it has inquired about the status of projects that the City has already awarded to it.

Due to the safety risks posed to the citizens of Chicago by hazardous buildings, the City will allow KLF to perform those jobs that have been awarded and which, per the Department of Buildings, KLF has already received demolition permits. The City will not award further demolition work to KLF pending resolution of the issues addressed herein. KLF may proceed on the following projects:

1. 5724 S. Hoyne
2. 317-21 N. Pulaski
3. 4818 S. Indiana
4. 4348 S. Honore
5. 1258 N. Mayfield
6. 1834 W. Armitage
7. 5067 W. West End
8. 5475 W. Lake
9. 712 N. Troy
10. 4881 N. Melvina
11. 4943 W. Van Buren
12. 1938 S. Christiana

However, notwithstanding the above, KLF must respond to the Notice of Default. Until such time as KLF satisfies the City that the allegations stated in the Notice are not true, KLF is no longer considered a responsible bidder and no new demolition bids from KLF will be accepted. Please forward evidence of compliance with the Prevailing Wage Act to James McIsaac, Deputy Procurement Officer, and direct any questions regarding this matter to Mr. McIsaac or David Winters, Chief Assistant Corporation Counsel.

Sincerely,

  
John L. Rhee  
Chief Procurement Officer

cc: Michael Merchant  
Marlene Hopkins  
James McIsaac  
David Winters

121 NORTH LASALLE STREET, ROOM 408, CHICAGO, ILLINOIS 60602



DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

January 31, 2013

Kelly Bracken  
KLF Trucking Company d/b/a KLF Excavating  
2300 West 167th Street  
Markham, Illinois 60426

Re: Notice of Default  
Contract No. 28183, Term Agreement for Demolition Services

Dear Ms. Bracken:

On January 23, 2013, the City of Chicago sent KLF Trucking Company d/b/a KLF Excavating, KLF, a Notice of Default regarding the contract referenced above. Although KLF has not formally responded to the Notice of Default, it inquired about the status of projects that the City has already awarded to it. In response to that inquiry, the City transmitted a letter to KLF on January 25, 2013 stating that KLF may proceed on certain projects named in that letter.

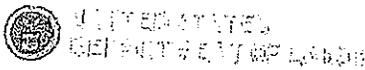
However, since then, the City has been informed that KLF has been performing the demolitions in a dangerous and hazardous manner, posing a threat to the health and safety of its own employees as well as the general public. As a result of this, it is in the best interests of the City to rescind the notices of award listed below for the work orders issued to KLF under Contract No. 28183:

1. 1256 N. Mayfield
2. 1834 W. Armitage
3. 5057 W. West End
4. 5475 W. Lake
5. 712 N. Troy
6. 4581 N. Melvina
7. 4943 W. Van Buren
8. 1938 S. Christiana

Any and all work at the sites listed above is to cease immediately. KLF is no longer considered a responsible bidder and no new demolition bids from KLF will be accepted. Please forward evidence of compliance with the Prevailing Wage Act to James Molsaac, Deputy Procurement Officer, and direct any questions regarding this matter to Mr. Molsaac or David Winters, Chief Assistant Corporation Counsel.

  
J. L. Rhee  
Chief Procurement Officer

cc: Michael Merchant  
Marlene Hopkins  
James Molsaac  
David Winters



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Note: The following inspection has not been indicated as closed. Please be aware that the information shown may change, e.g. violations may be added or deleted. For open cases, in which a citation has been issued, the citation information may not be available for 5 days following receipt by the employer.

Inspection: 329281.015 - K.L.F. Trucking Co.

Inspection Information - Office: Calumet City		
Id: 329281.015	Report ID: 0521700	Open Date: 04/03/2012
K.L.F. Trucking Co. 278 East 12th Street Chicago Heights, IL 60411 SIC:		Union Status: NonUnion
NAICS: 238910/Site Preparation Contractors Mailing: 2300 W. 157th St., Markham, IL 60428		
Inspection Type: Planned Scope: Partial Ownership: Private Safety/Health: Health Emphasis: N:Silica, L:Fall, P:iv		Advanced Notice: N Close Conference: 04/03/2012 Close Case:

	Violation Summary					Total
	Serious	Willful	Repeat	Other	Unclass	
Initial Violations	3					3
Current Violations	3					3
Initial Penalty	4400					4400
Current Penalty	3080					3080
FTA Amount						

Violation Items										
#	ID	Type	Standard	Instance	Abate	Cur#	Est#	Pen\$	Contest	LastEvent
1.	01001	Serious	19260020 B02	07/13/2012 04/05/2012	04/05/2012	\$840	\$1200	\$0		I - Informal Settlement
2.	01002	Serious	19260501 B01	07/13/2012 04/04/2012	04/04/2012	\$1400	\$2000	\$0		I - Informal Settlement
3.	01003	Serious	19260600 A05	07/13/2012 04/14/2012	04/14/2012	\$840	\$1200	\$0		I - Informal Settlement

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Inspection: 865223.015 - K.L.F. Enterprises, Inc.

Inspection Information - Office: Calumet City	
Nr: 865223.015	Report ID:0521700 Open Date: 01/29/2013
K.L.F. Enterprises, Inc. 4816 S. Indiana Chicago, IL 60615 SIC: NAICS: 238990/All Other Specialty Trade Contractors Mailing: 2300 W. 167th St., Markham, IL 60426	
Union Status: NonUnion	
Inspection Type: Planned	Advanced Notice: N
Scope: Partial	Close Conference: 01/29/2013
Ownership: Private	Close Case: 05/06/2013
Safety/Health: Safety	
Emphasis: L:Fall	

	Violation Summary					Total
	Serious	Willful	Repeat	Other	Unclass	
Initial Violations			2			2
Current Violations			2			2
Initial Penalty			8800			8800
Current Penalty			4400			4400
FTA Amount						

Violation Items										
#	ID	Type	Standard	Issuance	Abate	Curr\$	Init\$	Fta\$	Contest	LastEvent
1.	01001	Repeat	19260020 B02	04/01/2013	04/03/2013	\$1320	\$2640	\$0		I - Informal Settlement
2.	01002	Repeat	19260501 B01	04/01/2013	04/03/2013	\$3080	\$6160	\$0		I - Informal Settlement

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Inspection: 890575.015 - K.L.F. Enterprises, Inc.

Inspection Information - Office: Chicago North		
Nr: 890575.015	Report ID:0524200	Open Date: 02/14/2013
K.L.F. Enterprises, Inc. W. Belmont Ave. & N. Western Ave. Chicago, IL 60618		
SIC:		Union Status: NonUnion
NAICS: 237110/Water and Sewer Line and Related Structures Construction Mailing: 2300 W. 167th Street, Markham, IL 60428		
Inspection Type: Planned		
Scope: Partial	Advanced Notice: N	
Ownership: Private		
Safety/Health: Health	Close Conference: 02/14/2013	
Emphasis: N:Silica	Close Case:	

	Violation Summary					Total
	Serious	Willful	Repeat	Other	Unclass	
Initial Violations	2					2
Current Violations	2					2
Initial Penalty	2040					2040
Current Penalty	2040					2040
FTA Amount						

Violation Items										
#	ID	Type	Standard	Issuance	Abate	Curr\$	Init\$	Fta\$	Contest	LastEvent
1.	01001	Serious	19101200 H01	04/15/2013		\$1020	\$1020	\$0		-
2.	01002	Serious	19260102 A01	04/15/2013		\$1020	\$1020	\$0		-

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Inspection: 890443.015 - K.L.F. Enterprises, Inc.

Inspection Information - Office: Chicago North		
Nr: 890443.015	Report ID:0524200	Open Date: 02/14/2013
K.L.F. Enterprises, Inc. W. Belmont Ave. & N. Western Ave. Chicago, IL 60618		
SIC:		Union Status: NonUnion
NAICS: 237110/Water and Sewer Line and Related Structures Construction		
Mailing: 2300 W. 167th Street, Markham, IL 60428		
Inspection Type: Planned		Advanced Notice: N
Scope: Partial		
Ownership: Private		
Safety/Health: Safety		Close Conference: 02/14/2013
Emphasis: N:Trench		Close Case:

	Violation Summary					Total
	Serious	Willful	Repeat	Other	Unclass	
Initial Violations	4					4
Current Violations	4					4
Initial Penalty	7200					7200
Current Penalty	3600					3600
FTA Amount						

Violation Items										
#	ID	Type	Standard	Issuance	Abate	Curr\$	Init\$	Fta\$	Contest	LastEvent
1.	01001	Serious	19260200 G01	03/20/2013	02/14/2013	\$800	\$1600	\$0		I - Informal Settlement
2.	01002	Serious	19260651 C02	03/20/2013	02/14/2013	\$800	\$1600	\$0		I - Informal Settlement
3.	01003	Serious	19260651 K01	03/20/2013		\$800	\$1600	\$0		I - Informal Settlement
4.	01004	Serious	19260652 A01	03/20/2013	02/14/2013	\$1200	\$2400	\$0		I - Informal Settlement

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## State EPA targets Markham businessman

Owner of waste removal service, who won \$6 million contract with city of Chicago in 2009, called a 'chronic' violator of regulations

By Joel Hood, Tribune reporter

January 9, 2011

Promising to crack down on those who illegally dump garbage in poor, urban pockets of southern Cook County, the Illinois Environmental Protection Agency is targeting a prominent Markham businessman who in 2009 scored a \$6 million waste removal contract with the city of Chicago.

EPA officials describe Jim Bracken, owner of Brackenbox Inc. Dumpster service as well as a transfer and recycling center in Markham, as a "chronic" violator of environmental regulations, and referred his case to the state attorney general's office to seek compliance.

Records show Bracken has been cited at least nine times since 2009 with various environmental infractions, from illegally dumping crushed drywall in an open field to improperly accepting household hazardous waste, garbage and landscaping debris at his Markham transfer station.

Although Bracken's offenses carry a relatively low risk to the environment, officials said, they represent such "a pattern of disregard" for the state's licensing process that they've become worrisome to the state's top environmental agency.

"It's an insult to the program when a guy repeatedly violates the rules of how we must operate," said Paul Purselove, a manager of field operations for the EPA in Cook County. "Here is his name surfacing over and over again in these reports, and we felt like we needed to step in."

What's remarkable about the Bracken case, officials say, is not just his position in the waste removal industry, but that inspectors caught anybody at all. All too often, they say, illegal dumping goes unpunished in this corner of the south suburbs, where the vacant lots and abandoned warehouses from a once-thriving manufacturing empire now provide ample space for those looking to dump their trash on the cheap.

Bracken's violations came months after his family business secured a \$6.1 million, three-year agreement with the city of Chicago for trash removal. Shannon Andrews, a city spokeswoman, said Chicago



officials were unaware of Bracken's recent trouble with the EPA and that environmental violations are among the reasons a company might not be awarded city contracts, but that in this case the notices came after the contract was granted.

Bracken and his companies have also donated nearly \$15,000 to Markham Mayor David Webb's re-election campaigns since 2006, raising eyebrows in a community where residents and even the EPA say city officials aren't doing enough to stop pervasive illegal dumping.

"It's disturbing that you often see a certain amount of apathy or a lack of knowledge or acceptance about these big piles of garbage that build up for so long," Purseglove said.

Bracken said he feels unfairly singled out, but he will address the problems cited by the EPA. He called his offenses "minor" and, indeed, they are not the most egregious violations the EPA confronts in these working-class communities where car dealerships, machining plants and auto parts stores are routinely tagged for mishandling or illegally disposing of used oil, tires and waste products.

But they come at a time when the EPA is stepping up enforcement against environmental polluters across southern Cook County, challenging the public, local law enforcement and civic leaders to help put a stop to this escalating problem.

The catalyst came in June, when the EPA was alerted to what some have called the largest illegal dumping ground ever uncovered in Illinois. A secluded 12-acre property near 159th Street and Dixie Highway in Markham was found to contain more than 56,000 tires, 10,000 tons of construction debris and household garbage, about 40 damaged boat hulls, auto parts and drums of unknown liquids. State officials said the property may have been operating as an unlicensed dump for decades.

Despite working for months with the attorney general's office and local law enforcement, the EPA has yet to hold anyone responsible for the dump. The \$1 million cleanup cost is almost equal to what the EPA typically spends in an entire year to clean up dump sites across Illinois. And the price could rise as officials try to determine whether hazardous chemicals have leaked into the soil.

Though the environmental risks are often low, residents say these dumps are "black eyes" on their communities and say they've become frustrated by city officials who seem to look the other way.

"There's no point in calling police or calling the city about it. Nothing ever gets done," said longtime Markham resident Tina Hawkins, who last summer called the EPA about an illegal dump behind her mother's home. "I told (the EPA) that we were going to have to lean on them because calling City Hall is pointless."

Mayor Webb has not responded to repeated requests by the Tribune to talk about these issues. The Illinois attorney general's office said the mayor has been cooperating in cleanup efforts.

Webb "has always been concerned, and he makes sure we are out there taking care of what we can," Markham city attorney Steve Miller said.

It was a Markham property owner who alerted the EPA to Bracken's waste haulers dumping material onto open land across from a forest preserve. Jesse Arreola, who owns land a block away, said he became concerned when he saw dozens of large trucks dumping unknown waste over six weeks in late 2009.

Arreola first called local police, but said he was told Markham officials were aware of the dumping and

had approved it. Messages left with the Markham Police Department were not returned.

Arreola's story is supported by a letter sent to the EPA by the builder who had bought hundreds of yards of crushed drywall from Bracken, thinking it would improve the condition of the soil on the very lot where Arreola had witnessed the dumping.

"I was assured of this by Mr. Bracken, and I was told the city officials were aware of it, and I was under the impression I was improving the property," Martin Cahill, president of C&T Builders, wrote to the EPA.

The EPA considers broken drywall an environmental risk because it may contain lead-based paints and because gypsum can react to certain environmental conditions to create hydrogen sulfide, which can be toxic in high levels. Frustrated by what police told him, Arreola said he called the EPA.

Bracken said Markham officials were not aware of how he was disposing of drywall. But he called the mixture "harmless" and said he takes great care to protect the environment.

"I'm not trying to fight with the EPA," Bracken said. "The problems will get fixed."

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