PROPOSER SUMMARY SHEET
RFP #24-009
Athletics Operations Maintenance Facility Project

Business Name: K Brothers Fence, INC

Street Address: 19008 WOIF Rd. (PO BOX 773)

City, State, Zip: Mokena, IL 60448

Contact Name: Michael Kawka / Dave Mesewicz

Title: Owner / Salesman

Phone: 708-479-8778 (office) Fax: 708-479-8778

E-Mail address: mike@kbrotherfence.com / dave@kbrothersfence.com

Price Proposal

GRAND TOTAL PROPOSAL PRICE $ 83,715
Please include Allowances from SECTION 012300 – ALLOWANCES & UNIT PRICES in the Grand Total Proposal Price

AUTHORIZATION & SIGNATURE

Name of Authorized Signee: Michael Kawka

Signature of Authorized Signee: [signature]

Title: Owner Date: 2/21/2024

ORLAND PARK

RFP #24-009

Athletics Operations Maintenance Facility Project

SUBMITTAL CHECKLIST

In order to be responsive, each Proposer must submit the following items by 11:00 A.M. February 29, 2024:

1. A Technical Proposal as described in this RFP. ☐
2. Bid Bond for ten percent (10%) of the bid price. Include the original document in the unbound bid copy. Bid Bond is Applicable. *need to confirm # w/ dave before cashiers check!
3. Signed and completed Required Forms from *Section III*:
   a. Proposer Summary Sheet ☑
   b. Certificate of Compliance ☑
   c. Three (3) References ☑
   d. Insurance Requirements Form and policy specimen Certificate of Insurance ☑
   e. Unit Price Sheet – Not Applicable
4. Proposers may submit three (3) complete, sealed and signed hardcopies. One (1) hardcopy shall be an original unbound version, marked "Original" and must contain original signatures. Two (2) hardcopies shall be complete, identical, bound copies of the proposal. Proposers must submit all proposals in a sealed envelope labeled RFP # 24-009, Athletics Operations Maintenance Facility Project in the lower left-hand corner. All sealed proposals must be submitted to Village of Orland Park, Office of the Village Clerk, 14700 South Ravinia Avenue, Orland Park, Illinois 60462.

   Or

   Proposers may choose to submit one (1) copy electronically through BidNet Direct.

   Please contact BidNet Direct at 800-835-4603 if you experience trouble with your submission.

ORLAND PARK

CERTIFICATE OF COMPLIANCE

Proposals shall complete this Certificate of Compliance. Failure to comply with all submission requirements may result in a determination that the Proposals is not responsible.

The undersigned Michael Kawka,
(Enter Name of Person Making Certification)

as owner
(Enter Title of Person Making Certification)

and on behalf of K Brothers Fence, INC,
(Enter Name of Business Organization)

certifies that Proposers is:

1) **A BUSINESS ORGANIZATION:** Yes [X] No [ ]

Federal Employer I.D. #: 36-3946876
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Proposer is (*check one*):

___ Sole Proprietor
___ Independent Contractor *(Individual)*
___ Partnership
___ LLC
X Corporation Illinois *(State of Incorporation)* N/A *(Date of Incorporation)*

2) **STATUS OF OWNERSHIP**

Illinois Public Act 102-0265, approved August 2021, requires the Village of Orland Park to collect "Status of Ownership" information. This information is collected for reporting purposes only. Please check the following that applies to the ownership of your business and include any certifications for the categories checked with the proposal. Business ownership categories are as defined in the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, 30 ILCS 575/0.01 *et seq.*

Minority-Owned [ ]
Women-Owned [ ]
Veteran-Owned [ ]
Disabled-Owned [ ]

Small Business [X] (SBA standards)
Prefer not to disclose [ ]
Not Applicable [ ]

How are you certifying? **Certificates Attached** [ ] **Self-Certifying** [ ]

STATUS OF OWNERSHIP FOR SUBCONTRACTORS

This information is collected for reporting purposes only. Please check the following that applies to the ownership of subcontractors.

Minority-Owned [ ]
Women-Owned [ ]
Veteran-Owned [ ]
Disabled-Owned [ ]

Small Business [ ] (SBA standards)
Prefer not to disclose [ ]
Not Applicable [X]

3) AUTHORIZED TO DO BUSINESS IN ILLINOIS: Yes [X] No [ ]

The Proposer is authorized to do business in the State of Illinois.

4) ELIGIBILE TO ENTER INTO PUBLIC CONTRACTS: Yes [X] No [ ]

The Proposer is eligible to enter into public contracts, and 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.

5) SEXUAL HARASSMENT POLICY COMPLIANT: Yes [X] No [ ]

Please be advised that 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 a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, 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 vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "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."

6) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANT: Yes [X] No [ ]

During the performance of this Project, Proposer agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

The Proposer shall:

(I) not discriminate against any employee or applicant for employment 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; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure 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; (IV) 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 Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) 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; (VI) 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; and (VII) 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 Proposer 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 Proposer 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.

"Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer'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 Proposer or other organization and its customers.

In the event of the Proposer'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 the Proposer 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.

7) PREVAILING WAGE COMPLIANCE: Yes [X] No [ ]

In the manner and to the extent required by law, this RFP is subject to the Illinois Prevailing Wage Act and to all laws governing the payment of wages to laborers, workers and mechanics of a Proposer or any subcontractor of a Proposer bound to this agreement who is performing services covered by this contract. If awarded the Contract, per 820 ILCS 130 et seq. as

amended, Proposer 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 or the Village and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract (available at https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx).

The undersigned Proposer further stipulates and certifies that it has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years.

Certified Payroll. The Illinois Prevailing Wage Act requires any contractor and each subcontractor who participates in public works to file with the Illinois Department of Labor (IDOL) certified payroll for those calendar months during which work on a public works project has occurred. The Act requires certified payroll to be filed with IDOL no later than the 15th day of each calendar month for the immediately preceding month through the Illinois Prevailing Wage Portal—an electronic database IDOL has established for collecting and retaining certified payroll. The Portal may be accessed using this link: https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/certifiedtranscriptofpayroll.aspx. The Village reserves the right to withhold payment due to Contractor until Contractor and its subcontractors display compliance with this provision of the Act.

8) PARTICIPATION IN APPRENTICESHIP AND TRAINING PROGRAM: **Yes [ ] No [X]**

Proposer participates in apprenticeship and training programs applicable to the work to be performed on the project, which are approved by and registered with the United States Department of Labor's Office of Apprenticeship.

Name of A&T Program: _____

Brief Description of Program: _____

_____

_____

_____

_____

_____

9) TAX COMPLIANT: **Yes [X] No [ ]**

Proposer is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is not: (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.

AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Proposer set forth on the Proposer Summary Sheet, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the proposal is genuine and not collusive, and information provided in or with this Certificate are true and accurate.

The undersigned, having become familiar with the Project specified in this RFP, proposes 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 work required for the Project.

ACKNOWLEDGED AND AGREED TO:

Signature of Authorized Officer

Michael Kawka

Name of Authorized Officer

Owner

Title

2/21/2024

Date

REFERENCES

Provide three (3) references for which your organization has performed similar work.

Proposer's Name: K Brothers Fence, INC
(Enter Name of Business Organization)

1. ORGANIZATION Village of orland Park
   ADDRESS Cachey park, Perminas Park, Doogan Park
   PHONE NUMBER 708-476-0480
   CONTACT PERSON Beau Breunig
   YEAR OF PROJECT 2021

2. ORGANIZATION Village of Mokena
   ADDRESS 11400 191st Street, Mokena IL 60448
   PHONE NUMBER 708-793-3982
   CONTACT PERSON T. Bershers
   YEAR OF PROJECT 2023

3. ORGANIZATION Village of Lemont
   ADDRESS 223 main Street, Lemont IL 60439
   PHONE NUMBER 630-257-2532
   CONTACT PERSON Randy Earnest
   YEAR OF PROJECT 2022

4. organization Village of Orland Park
   Address 146th & West Avenue, orland park *prowood
   phone number 708-403-6240
   contact person Beau Breunig
   year of project 2022

ORLAND PARK

INSURANCE REQUIREMENTS

Please provide a policy Specimen Certificate of Insurance showing current coverage's along with this form

WORKERS' COMPENSATION & EMPLOYER LIABILITY
Full Statutory Limits - Employers Liability
$500,000 – Each Accident $500,000 – Each Employee
$500,000 – Policy Limit
Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY (ISO Form CA 0001)
$1,000,000 – Combined Single Limit Per Occurrence
Bodily Injury & Property Damage

GENERAL LIABILITY (Occurrence basis) (ISO Form CG 0001)
$1,000,000 – Combined Single Limit Per Occurrence
Bodily Injury & Property Damage
$2,000,000 – General Aggregate Limit
$1,000,000 – Personal & Advertising Injury
$2,000,000 – Products/Completed Operations Aggregate
Additional Insured Endorsements: *(not applicable for Goods Only)*
ISO CG 20 10 or CG 20 26
and
CG 20 01 Primary & Non-Contributory
Blanket Waiver of Subrogation in favor of the Village of Orland Park

☐ CG 20 37 Additional Insured – Completed Operations (provide if box is checked)

In addition to the above, please provide the following coverage, if box is checked.

☑ **LIABILITY UMBRELLA (Follow Form Policy)**
☑ $1,000,000 – Each Occurrence $1,000,000 – Aggregate
☐ $2,000,000 – Each Occurrence $2,000,000 – Aggregate
☐ Other: _____
EXCESS MUST COVER: General Liability, Automobile Liability, Employers' Liability

☐ **PROFESSIONAL LIABILITY**
☐ $1,000,000 Limit – Claims Made Form, Indicate Retroactive Date
☐ $2,000,000 Limit – Claims Made Form, Indicate Retroactive Date
☐ Other: _____
Deductible not-to-exceed $50,000 without prior written approval

☐ **BUILDERS RISK**
Completed Property Full Replacement Cost Limits – Structures under construction

☐ **ENVIRONMENTAL IMPAIRMENT/POLLUTION LIABILITY**
$1,000,000 Limit for bodily injury, property damage and remediation costs resulting from a pollution incident at, on or mitigating beyond the job site

☐ **CYBER LIABILITY**
$1,000,000 Limit per Data Breach for liability, notification, response, credit monitoring service costs, and software/property damage

Any insurance policies providing the coverages required of the Consultant, excluding Professional Liability, shall be specifically endorsed to identify **"The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, volunteers 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."** The required

Additional Insured coverage shall be provided on the Insurance Service Office (ISO) CG 20 10 or CG 20 26 endorsements or an endorsement at least as broad as the above noted endorsements as determined by the Village of Orland Park. Any Village of Orland Park insurance coverage shall be deemed to be on an excess or contingent basis as confirmed by the required (ISO) CG 20 01 Additional Insured Primary & Non-Contributory Endorsement. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regard to General Liability and Workers' Compensation coverage. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A-, VII rating according to Best's Key Rating Guide. Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsements shall not be a waiver of the contractor's obligation to provide all the above insurance.

Consultant agrees that prior to any commencement of work to furnish evidence of Insurance coverage providing for at minimum the coverages, endorsements and limits described above directly to the Village of Orland Park, 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 contractor.

ACCEPTED & AGREED THIS 21 DAY OF February, 2024

Signature

Authorized to execute agreements for:

Michael Kawka, Owner
Printed Name & Title

K Brothers Fence, INC
Name of Company

KBROT-1

OP ID: CK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/27/2024

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 have ADDITIONAL INSURED provisions or 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 708-258-5448
The Bulow Group
18521 Spring Creek Road Unit B
Tinley Park, IL 60477
Robert Randick

CONTACT NAME: TBG Certificate Team
PHONE (A/C, No, Ext): 708-258-5448 FAX (A/C, No): 708-377-4178
E-MAIL ADDRESS: coi@thebulowgroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Auto- Owners Insurance	18988
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
K Brothers Fence, Inc.
PO Box 773
Mokena, IL 60448

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT X LOC OTHER:	X	X	07221601	04/01/2023	04/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	X	X	5222162700	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED X RETENTION $ 10,000			5222162701	04/01/2023	04/01/2024	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	A106581042	04/01/2023	04/01/2024	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Leased/Rented			07221601	04/01/2023	04/01/2024	Equipment	50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
(see additional insured verbiage on page 2)

CERTIFICATE HOLDER VILLAOR

Village of Orland Park
14700 Ravinia Ave
Orland Park, IL 60462

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Additional Insureds on a primary non contributory basis including completed
operations as respects General Liability & Auto Liability. Waiver of Subrogation in favor of the Additional Insureds as respects General Liability, Auto Liability, Workers Compensation, all the foregoing as required by a written & signed contract. Umbrella follows standard forms.

The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, volunteers and agents.

Owners

Issued 01-24-2023

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

TAILORED PROTECTION POLICY DECLARATIONS

AGENCY THE BULOW GROUP INC
04-0670-00 MKT TERR 012 708-258-5448

Renewal Effective 04-01-2023

POLICY NUMBER **194604-07221601-23**

Company Use 07-46-IL-1904

INSURED K BROTHERS FENCE INC

ADDRESS 19008 WOLF RD

MOKENA IL 60448-8923

Company Bill

Policy Term		
12:01 a.m. 04-01-2023	to	12:01 a.m. 04-01-2024

In consideration of payment of the premium shown below, this policy is renewed. Please attach this Declarations and attachments to your policy. If you have any questions, please consult with your agent.

55039 (11-87)

COMMON POLICY INFORMATION

Business Description: Residential Fence In

Entity: Corporation

Program: Premier Subcontractors Mercantile

Discount Applies For Affiliation With: Mokena Chamber Of Commerce

Forms that apply to all coverage part(s) shown above (except garage liability, dealer's blanket, commercial automobile, if applicable):
IL0017 (11-85) 59495 (08-11) 55003 (07-12) 55056 (07-87) 59390 (11-20)

A 12% Cumulative Multi-Policy Discount applies. Supporting policies are marked with an (X):
Comm Umb(X) Comm Auto(X) WC(X) Life( ) Personal( ) Farm( ).

A merit rating plan factor of 1.00 applies.

Countersigned By: _____

Owners Ins. Co. | Issued 01-24-2023

AGENCY THE BULOW GROUP INC
04-0670-00 MKT TERR 012

Company Bill | POLICY NUMBER 194604-07221601-23
07-46-IL-1904

INSURED K BROTHERS FENCE INC

Term 04-01-2023 to 04-01-2024

Forms that apply to this building:

59350	(01-15)	54833	(07-08)	54236	(02-12)	IL0284	(01-18)	IL0003	(07-02)
64224	(01-16)	64037	(01-12)	64042	(12-10)	59325	(12-19)	64326	(07-19)
64320	(08-19)	CP0090	(07-88)	64000	(12-10)	64013	(12-10)	64010	(12-10)
64020	(12-10)	64004	(12-10)	54843	(07-19)	64014	(07-17)	59390	(11-20)

COMMERCIAL PROPERTY COVERAGE - LOCATION 0002 SUMMARY		PREMIUM
TERRORISM - CERTIFIED ACTS SEE FORM: 59350, 54833, 59390		$42.00
	LOCATION 0002	**$2,142.00**

55040 (11-87)

COMMERCIAL GENERAL LIABILITY COVERAGE

COVERAGE	LIMITS OF INSURANCE
General Aggregate (Other Than Products-Completed Operations)	$2,000,000
Products-Completed Operations Aggregate	$2,000,000
Personal And Advertising Injury	$1,000,000
Each Occurrence	$1,000,000
Voluntary Damage to Property of Others Aggregate	$25,000
Voluntary Damage to Property of Others Occurrence	$5,000
Employee Benefits Liability - Aggregate	$1,000,000
Employee Benefits Liability - Each Employee	$1,000,000
COMMERCIAL GENERAL LIABILITY PLUS ENDORSEMENT	
Damage to Premises Rented to You (Fire, Lightning, Explosion, Smoke or Water Damage)	$300,000 Any One Premises
Medical Payments	$10,000 Any One Person
Expanded Coverage Details See Form:	
Extended Watercraft	
Personal Injury Extension	
Broadened Supplementary Payments	
Broadened Knowledge Of Occurrence	
Additional Products-Completed Operations Aggregate	
Blanket Additional Insured - Lessor of Leased Equipment	
Blanket Additional Insured - Managers or Lessors of Premises	
Newly Formed or Acquired Organizations Extension	
Blanket Waiver of Subrogation	

Twice the "General Aggregate Limit", shown above, is provided at no additional charge for each 12 month period in accordance with form 55885.

AUDIT TYPE: Annual Audit

Owners Ins. Co.

Issued 01-24-2023

AGENCY THE BULOW GROUP INC
04-0670-00 MKT TERR 012

Company Bill

POLICY NUMBER 194604-07221601-23
07-46-IL-1904

INSURED K BROTHERS FENCE INC

Term 04-01-2023 to 04-01-2024

Forms that apply to this coverage:

59350	(01-15)	55405	(07-08)	55826	(04-17)	55146	(06-04)	CG2106	(05-14)
55352	(05-17)	CG2294	(10-01)	55122	(05-17)	55200	(06-96)	55006	(12-04)
IL0021	(07-02)	CG0001	(04-13)	55791	(05-17)	IL0017	(11-85)	55358	(05-17)
IL0147	(09-11)	CG2109	(06-15)	55513	(05-17)	55029	(05-17)	CG2196	(03-05)
CG2147	(12-07)	55885	(05-17)	55373	(05-17)	55068	(08-89)	59325	(12-19)
CG2012	(04-13)	55152	(12-20)	55451	(09-14)	55651	(01-18)	55581	(05-16)
55652	(09-18)	59571	(10-18)	59390	(11-20)				

LOCATION 0001 - BUILDING 0001

Location: 19008 Wolf Rd, Mokena, IL 60448-8923

Territory: 009 **County:** Will

CLASSIFICATION	CODE	SUBLINE	PREMIUM BASIS	RATE	PREMIUM
Commercial General Liability Plus Endorsement Included At 7.5% Of The Premises Operation Premium	00501	Prem/Op	Prem/Op Prem Included	Included	Included
Employee Benefits Liability Terrorism Excluded	00506	Professional	Employees 30	18.972	$569.00
Premier Subcontractors Class Amendment Of Location & Project Aggregate Limts Of Insurance	30502	Prem/Op	Payroll Included	Each 1000 Included	Included
Premier Subcontractors Class Voluntary Property Damage Contracting Or Servicing	31555	Prem/Op	Payroll Included	Each 1000 Included	Included
Premier Subcontractors Class Voluntary Property Damage Subcontractors	31556	Prem/Op	Total Costs Included	Each 1000 Included	Included
Premier Subcontractors Class Subcontracted Work	31585	Prem/Op	Total Costs 437,385	Each 1000 2.980	$1,303.00
		Prod/Comp Op	437,385	5.831	$2,550.00
Premier Subcontractors Class Fence Erection	34276	Prem/Op	Payroll $852,465	Each 1000 32.498	$27,703.00
		Prod/Comp Op	$852,465	8.390	$7,152.00
Additional Interests	49950				
55373 Blnkt Add'L Ins-O/L/C		Prod/Comp Op	Flat Charge		$500.00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Under **SECTION II - WHO IS AN INSURED** is amended. The following provision is added.
A person or organization is an Additional Insured, only with respect to liability caused, in whole or in part, by "your work" for that Additional Insured by or for you:
1. If required in a written contract or agreement; or
2. If required by an oral contract or agreement only if a Certificate of Insurance was issued prior to the loss indicating that the person or organization was an Additional Insured.

B. **SECTION III - LIMITS OF INSURANCE** is amended. The following provision is added.
The limits of liability for the Additional Insured are those specified in the written contract or agreement between the insured and the owner, lessee or contractor or those specified in the Certificate of Insurance, if an oral contract or agreement, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.

C. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended.
1. The following condition is added to **4. Other Insurance.**
This insurance is primary for the Additional Insured, but only with respect to liability caused, in whole or in part, by "your work" for that Additional Insured by or for you. Other insurance available to the Additional Insured will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.
2. The following condition is added.
Other Additional Insured Coverage Issued By Us
If this policy provides coverage for the same loss to any Additional Insured specifically shown as an Additional Insured in another endorsement to this policy, our maximum limit of insurance under this endorsement and any other endorsement shall not exceed the limit of insurance in the written contract or agreement between the insured and the owner, lessee or contractor, or the limits provided in this policy, whichever is less. Our maximum limit of insurance arising out of an "occurrence", shall not exceed the limit of insurance shown in the Declarations, regardless of the number of insureds or Additional Insureds.

All other policy terms and conditions apply.

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55352 (5-17)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY PLUS COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. **EXTENDED WATERCRAFT LIABILITY**
   SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions is amended. Exclusion **g.(2)** is deleted and replaced by the following exclusion.
   (2) A watercraft you do not own that is:
   (a) Less than 50 feet long; and
   (b) Not being used to carry persons or property for a charge;
2. **BROADENED SUPPLEMENTARY PAYMENTS**
   SUPPLEMENTARY PAYMENTS - COVERAGES A AND B, Paragraph **1.d.** is amended.
   The amount we will pay for the actual loss of earnings is increased from $250 per day to $400 per day.
3. **ADDITIONAL PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT**
   If the endorsement, EXCLUSION - PRODUCTS COMPLETED OPERATIONS HAZARD, CG 21 04, is not attached to this policy, then the following provision is added to **SECTION III - LIMITS OF INSURANCE**.
   Commencing with the effective date of this policy, we will provide one additional Products-Completed Operations Aggregate Limit, for each annual period, equal to the amount of the Products-Completed Operations Aggregate Limit shown in the Declarations. The maximum Products-Completed Operations Aggregate Limit for any annual period will be no more than two times the original Products-Completed Operations Aggregate Limit.
4. **PERSONAL INJURY EXTENSION**
   a. If the endorsement EXCLUSION - PERSONAL AND ADVERTISING INJURY, CG 21 28, is attached to this policy, then this provision, **4.** PERSONAL INJURY EXTENSION, does not apply.
   b. If the endorsement EXCLUSION - PERSONAL AND ADVERTISING INJURY, CG 21 28, is not attached to this policy, then **SECTION V - DEFINITIONS** is amended. Paragraph **14.** "Personal and advertising injury" is deleted and replaced by the following definition.
   14. "Personal and advertising injury" means injury including consequential "bodily injury", arising out of one or more of the following offenses:
   a. False arrest, detention or imprisonment;
   b. Malicious prosecution;
   c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
   d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
   e. Oral or written publication of material, in any manner, that violates a person's right of privacy;
   f. The use of another's advertising idea in your "advertisement";
   g. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or
   h. Discrimination, humiliation, sexual harassment and any violation of civil rights caused by such discrimination, humiliation or sexual harassment.
5. **BROADENED KNOWLEDGE OF OCCURRENCE**
   SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit is amended. The following condition is added.
   a. Paragraphs **a.** and **b.** of this condition will not serve to deny any claim for failure to provide us with notice as soon as practicable after an "occurrence" or an offense which may result in a claim:
   (1) If the notice of a new claim is given to your "employee"; and
   (2) That "employee" fails to provide us with notice as soon as practicable.
   b. This exception shall not apply:
   (1) To you; or

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(2) To any officer, director, partner, risk manager or insurance manager of yours.

6. **DAMAGE TO PREMISES RENTED TO YOU**

a. **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is amended.

(1) The last paragraph is deleted and replaced by the following paragraph.
Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or water damage to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **6. DAMAGE TO PREMISES RENTED TO YOU, b. Limits of Insurance.**

(2) The following additional exclusions apply to "property damage" arising out of water damage to premises rented to you or temporarily occupied by you with permission of the owner.

(a) "Property damage" to:

1) The interior of the premises caused by or resulting from rain or snow, whether driven by wind or not; or
2) Heating, air conditioning, plumbing or fire protection systems, or other equipment or appliances.

(b) "Property damage" caused by or resulting from any of the following:

1) Mechanical breakdown, including bursting or rupture caused by centrifugal force;
2) Cracking, settling, expansion or shrinking;
3) Smoke or smog;
4) Birds, insects, rodents or other animals;
5) Wear and tear;
6) Corrosion, rust, decay, fungus, deterioration, hidden or latent defect or any quality in property that causes such property to destroy or damage itself; or
7) Water that flows or leaks from any heating, air conditioning, plumbing or fire protection system caused by or resulting from freezing, unless:
   a) You make a reasonable effort to maintain heat in the building or structure; or
   b) You drain the equipment and shut off the water supply if the heat is not maintained.

(c) "Property damage" caused directly or indirectly by any of the following:

1) Water that backs up from a drain or sewer;
2) Mud flow or mudslide;
3) Volcanic eruption, explosion or effusion;
4) Any earth movement, such as earthquake, landslide, mine subsidence, earth sinking, earth rising or earth shifting;
5) Regardless of the cause, flood, surface water, waves, tides, tidal waves, storm surge, overflow of any body of water, or their spray, all whether wind driven or not; or
6) Water under the ground surface pressing on, or seeping or flowing through:
   a) Walls, foundations, floors or paved surfaces;
   b) Basements, whether paved or not; or
   c) Doors, windows or other openings.

(d) "Property damage" for which the insured is obligated to pay as damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of this contract or agreement.

b. **Limits of Insurance**
SECTION III - LIMITS OF INSURANCE is amended. Paragraph **6.** is deleted and replaced by the following paragraph.

6. The most we will pay under Coverage **A** for damages because of "property damage" to premises rented to you or temporarily occupied by you with permission of the owner arising out of or caused by fire, lightning, explosion, smoke and water damage is the amount shown in the Declarations under Damage to Premises Rented to You.

c. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance,** Paragraph **b.** is amended. The word fire is amended to include fire, lightning, explosion, smoke or water damage.

7. **BLANKET ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT**

a. (1) **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization with whom you have agreed:

(a) In a written contract or agreement, executed prior to loss, to name as an additional insured; or

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(b) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured.

(2) This provision applies only with respect to liability for:
(a) "Bodily injury";
(b) "Property damage"; or
(c) "Personal and advertising injury"
caused in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

b. With respect to the insurance afforded to an additional insured, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. **SECTION III - LIMITS OF INSURANCE** is amended. The following provision is added for purposes of this endorsement only.
The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the lessor, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

8. **BLANKET ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES**

a. **SECTION II - WHO IS AN INSURED** is amended. The following provision is added.
Any person or organization with whom you have agreed to name as an additional insured:
(1) In a written contract or agreement, executed prior to loss; or
(2) In an oral contract or agreement, executed prior to loss, only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured
but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

b. The provision is subject to the following additional exclusions.
(1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
(2) Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured.

c. **SECTION III - LIMITS OF INSURANCE** is amended. The following provision is added for purposes of this endorsement only.
The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the manager or lessor of the premises, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

9. **NEWLY FORMED OR ACQUIRED ORGANIZATIONS**
SECTION II - WHO IS AN INSURED is amended. Paragraph **3.** is deleted and replaced by the following paragraph.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization.
However:
a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

10. **BLANKET WAIVER OF SUBROGATION**
SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended. The following provision is added to **8. Transfer Of Rights Of Recovery Against Others To Us**.
When you have agreed to waive your right of subrogation in a written contract, executed prior to loss, with any person or organization, we waive any right of recovery we may have against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

All other policy terms and conditions apply.

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Auto-Owners

58977 (1-16)
Issued 01-30-2023

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

COMMERCIAL AUTO POLICY DECLARATIONS
PREFERRED PROGRAM

AGENCY THE BULOW GROUP INC
04-0670-00 MKT TERR 012 (708) 258-5448

Renewal Effective 04-01-2023
POLICY NUMBER **52-221-627-00**
Company Use 07-02-IL-1904

ITEM ONE
NAMED INSURED K BROTHERS FENCE INC

ADDRESS 19008 WOLF RD
MOKENA IL 60448-8923

Company Bill

POLICY TERM		
12:01 a.m. 04-01-2023	to	12:01 a.m. 04-01-2024

The limit of insurance for the coverages listed may not be added to the limits for the same or similar coverage applying to other autos insured by this policy to determine the amount of coverage available for any one accident or covered pollution cost or expense regardless of the number of: (1) covered autos; (2) insureds; (3) premiums paid; (4) claims made or suits brought; (5) persons injured; or (6) vehicles involved in the accident. Limits of insurance will not be stacked.

Entity: Corporation

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

ITEM TWO - SCHEDULE OF COVERED AUTOS AND COVERAGES

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those **autos** shown as covered **autos**. **Autos** are shown as covered **autos** for a particular coverage by the entry of one or more of the symbols from the COVERED AUTOS section of the Commercial Auto Policy next to the name of the coverage.

COVERAGES		COVERED AUTOS SYMBOLS	LIMIT OF INSURANCE FOR ANY ONE ACCIDENT OR LOSS
Combined Liability		1	$1Million each accident
Uninsured/Underinsured Motorist Coverage		6, 8, 9	Uninsured and Underinsured Motorist - $1Million each person/$1Million each accident
			Uninsured Motorist Property Damage
Medical Payments		7	$5,000 each person applies for each covered auto unless a different limit appears in ITEM THREE.
Disability Income and Survivors Benefit			
Physical Damage	Comprehensive	7, 8	$250 deductible applies for each covered auto unless a deductible appears in ITEM THREE.
	Collision	7, 8	$500 deductible applies for each covered auto unless a deductible appears in ITEM THREE.
	Road Trouble Service		
	Additional Expense		
			Premium for Endorsements and Terrorism Coverage

* This policy may be subject to final audit.

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AUTO-OWNERS INS. CO.

58977 (1-16)
Issued 01-30-2023

AGENCY THE BULOW GROUP INC
04-0670-00 MKT TERR 012

Company Bill **POLICY NUMBER** Company Use **52-221-627-00** 07-02-IL-1904

NAMED INSURED K BROTHERS FENCE INC

Term 04-01-2023 to 04-01-2024

ITEM TWO (Continued)

Endorsements That Apply To All Items: 58000 (01-15) 58001 (01-15) 58009 (01-15) 58200 (01-15) 58524 (01-15) 58555 (01-16) 58716 (01-18) 58811 (01-16) 59325 (12-19) 58089 (01-21) 58583 (01-15) 58504 (01-15)

QUICK REFERENCE FOR COVERED AUTO DESIGNATION SYMBOLS

Refer to the Commercial Auto Policy 58001 Section I for a complete description of COVERED AUTOS and policy provisions that may apply.

1 = Any Auto

2 = Owned Autos Only

3 = Owned Private Passenger Autos Only

4 = Owned Autos Other Than Private Passenger Autos Only

5 = Owned Autos Subject to No-fault

6 = Owned Autos Subject To A Compulsory Uninsured Motorists Law

7 = Scheduled Autos Only

8 = Hired Autos Only

9 = Non-owned Autos Only

19 = Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only

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58504 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended. The following provision is added. Any person or organization is an **insured** for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured.**

All other policy terms and conditions apply.

58583 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER PAYMENTS (WAIVER OF SUBROGATION) - BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION V CONDITIONS, A. LOSS CONDITIONS is amended. **5. Our Right to Recover Payments** is deleted and replaced by the following condition.

5. Our Right to Recover Payments

If **we** make a payment under this policy and the person to or for whom payment is made has a right to recover damages from another, **we** will be entitled to that right. That person shall do everything necessary to transfer that right to **us** and do nothing to prejudice it.

However, **we** waive **our** right to recover payments made for **bodily injury** or **property damage**:

a. Covered by the policy; and

b. Arising out of the operation of **autos** covered by the policy, in accordance with the terms and conditions of a written contract between **you** and such person or entity

only if such rights have been waived by the written contract prior to the **accident** or **loss** which caused the **bodily injury** or **property damage**.

All other policy terms and conditions apply.

Auto-Owners

INSURANCE COMPANY 16144
6101 ANACAPRI BLVD, LANSING, MI 48917-3968
517-323-1321

27777 (10-88)
Issued 01-30-2023

WORKERS COMPENSATION & EMPLOYERS LIABILITY INFORMATION PAGE-RENEWAL AGREEMENT

AGENCY THE BULOW GROUP INC
04-0670-00 MKT TERR 012 (708) 258-5448

Renewal Effective 04-01-2023

POLICY NUMBER **A106-581-042**

Company Use 07-17-IL-0423

INSURED K BROTHERS FENCE INC

ADDRESS 19008 WOLF RD

MOKENA, IL 60448-8923

Company Bill

POLICY PERIOD
12:01 A.M. 04-01-2023 to 12:01 A.M. 04-01-2024

ITEM 1. **INSURED:** K BROTHERS FENCE INC
19008 WOLF RD
MOKENA, IL 60448-8923

INSURED IS: Corporation

ITEM 2. **POLICY PERIOD:** 04-01-2023 (12:01 A.M.) to 04-01-2024 (12:01 A.M.)
(Based on the insured's address shown in Item 1.)

ITEM 3. A. WORKERS COMPENSATION INSURANCE: Part One of the policy applies to Workers Compensation Law of the states listed here: IL

B. EMPLOYERS LIABILITY INSURANCE: Part Two of the policy applies to work in each state listed in ITEM 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident	$500,000	Each Accident
Bodily Injury by Disease	$500,000	Each Employee
Bodily Injury by Disease	$500,000	Policy Limit

C. OTHER STATES INSURANCE: Part Three of the policy applies to the states, if any, listed here: All states and U.S. territories except monopolistic states (Ohio, Washington, Wyoming & North Dakota), Puerto Rico, the U.S. Virgin Islands, and the states designated in ITEM 3.A. of the Information Page.

ITEM 4. The premium for this policy will be determined by our manuals of rules, classifications, rates and rating plans. All information required below is subject to verification and change by audit.

CLASSIFICATION OF OPERATIONS		PREMIUM BASIS	RATES	
	CLASS CODE	ESTIMATED ANNUAL REMUNERATION	RATE PER $100	ESTIMATED ANNUAL PREMIUM
STATE OF ILLINOIS				
See LOC NUM 001 **DESC 001**				
FENCE INSTALLATION AND REPAIR-METAL, VINYL,WOOD OR PREFABRICATED CONCRETE PANEL FENCE INSTALLED BY HAND	6400	850,000	10.31	87,635
See LOC NUM 001 **DESC 001**				
SALESPERSONS, COLLECTORS OR MESSENGERS - OUTSIDE	8742	237,000	0.34	806
See LOC NUM 001 **DESC 001**				
CLERICAL OFFICE EMPLOYEES NOC	8810	140,000	0.15	210

27777 (10-88)

AUTO-OWNERS INS. CO.

Issued 01-30-2023

AGENCY THE BULOW GROUP INC
04-0670-00 MKT TERR 012

Company Bill **POLICY NUMBER** **A106-581-042**
Company Use 07-17-IL-0423

INSURED K BROTHERS FENCE INC

Term 04-01-2023 to 04-01-2024

The Paid in Full Discount does not apply to fixed expense fees, statutory charges or minimum premiums.

Your policy qualifies for the Paid in Full Discount if you choose to pay your premium in full. Your Paid in Full Discount may change as a result of policy changes. These changes will be reflected in a future invoice.

Discount applies for affiliation with: PEORIA AREA CHAMBER OF COMMERCE

ENDORSEMENTS:

27411 (01-13)
27392 (07-12)
27539 (08-17)
27647 (04-21) (WC000406A)
14019 (09-20)
27027 (01-19) (WC120601)
27005 (06-14)B
59270 (02-97)
27536 (01-17) (WC000425)
27942 (01-19) (WC000414A)
27317 (01-21) (WC000422C)
27322 (08-22) (WC000421F)
27588 (01-19) (WC120603)
27171 (09-92)A(WC120402)
27320 (03-06)A
27395 (10-14)A(WC000000C)
27060 (10-86)A(WC000313)
27508 (04-15) (WC120307)
27279 (08-22) (WC000419A)
59006 (05-19)
27172 (12-03)A

Worker's Compensation and Employers Liability Insurance Policy

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

WC 00 03 13

We have the right to recover our payments from anyone liable for any injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

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

Schedule

ILLINOIS

Any person for whom, or organization in which, you perform a service.

K BROTHERS FENCE, INC.

Part A - EXTERIOR

P.O. Box 773 • Mokena, IL 60448 • (708) 479-0414 • Fax: 479-8778

COMMERCIAL PROJECT PROPOSAL

Customer Name: Village of Orland Park

Date: 2/29/2024 Estimator: Dave

Mailing Address: 14700 Ravinia Ave, Orland Park, IL 60462

Phone:

Email: mmazza@orlandpark.org

Job Location: 14671 West Avenue, Orland Park, IL

Permit #: Village RFP #: RFP 24-009

Material: Cedar

Approx. Ft.: 494'

Height: 6'H

Color: cedar tone

Style: 1x6" DE Picket

Caps: standard

Gates: 2

(2) Double 12' swing gates on 8" posts; +18' double trash gate

Remove Dirt $ 833	Y	N★
Spread Dirt	Y★	N
Take Down	Y	N★
Haul Away	Y	N★
Plat Provided	Y	N★
Clear Fence Line	Y★	N

Notes: *Add $833 to haul away dirt from post holes. Pricing contingent on site inspection.

KEY: XXX = Existing Fence _____ = New Fence << >> = Move Fence ☐ = Utility Box

Provide & Install approx. 494' of 6' high wood fence with (2) 12' wide; cedar-faced swing gates and (1) 18' wide double trash gate on 8" steel posts & frames; with industrial drop rods.

Spread dirt from post holes on location.*

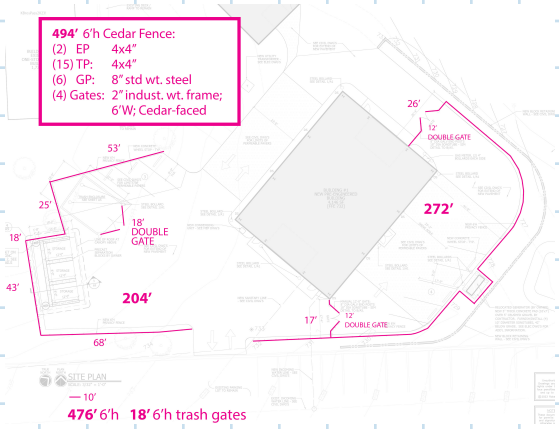
Cedar with 4x4 cedar posts, non-stained: $39,741

Cedar with 4x4 cedar posts, Stained: $54,121

Prowood treated wood; with cedar-toned treatment on 4x4 posts: $35,295

Option available on request: PostMasters Steel posts (see attached)

PREVAILING WAGE PRICING.



Prices valid for 30 days from original estimate date. Currently a minimum of 8-10 weeks weeks out, **weather permitting**

ESTIMATED PRICE $_____ Payment made by credit card will incur a 4% fee per transaction. Customer Signature X_____

REVISIONS_____ Title _____

ESTIMATED TOTAL $_____ DEPOSIT $ 50% _____ CC# / Check #

K-BROTHERS FENCE, INC. OWNER'S SIGNATURE _____ Terms: Net -30

Thank you for the opportunity to estimate your fencing needs. **ALL WORK GUARANTEED** 1 **YRS.**

Customer is to establish and is responsible for property lines, grade of fence, and removal of all obstructions that interfere with installation. If building permits are required by local ordinances, customer agrees to secure and pay for said permit. More or less material and/or labor other than amount contracted for will be added or credited at a rate acceptance. The above Proposal, when signed by Customer and Owner of K Brothers Fence becomes a contract, Customer's contract in combination with K Brothers Fence contract and No Surprises document forms the entire agreement between the two parties. Customer agrees that the above estimated price, specifications, and scope of work is satisfactory, and hereby authorizes K Brothers Fence to complete the work as specified. Any Change Orders must be agreed upon in writing by both parties. K Brothers Fence, Inc. reserves the right to cancel this agreement due to any unforeseen circumstances. Payment Terms for final balance is Net-30. Customer is liable for late charge of 2% after 60 days, all legal fees, and court costs for collections and/or mechanic's lien. Warranties are respectively honored for accounts that are paid in full. Any alteration made to the fence by any party other than K Brothers Fence, cancels out the warranty on our original installation.

BROTHERS FENCE, INC.
19008 S. Wolf Rd. • Mokena, IL 60448 • 708-479-0414 • Fax: 479-8778

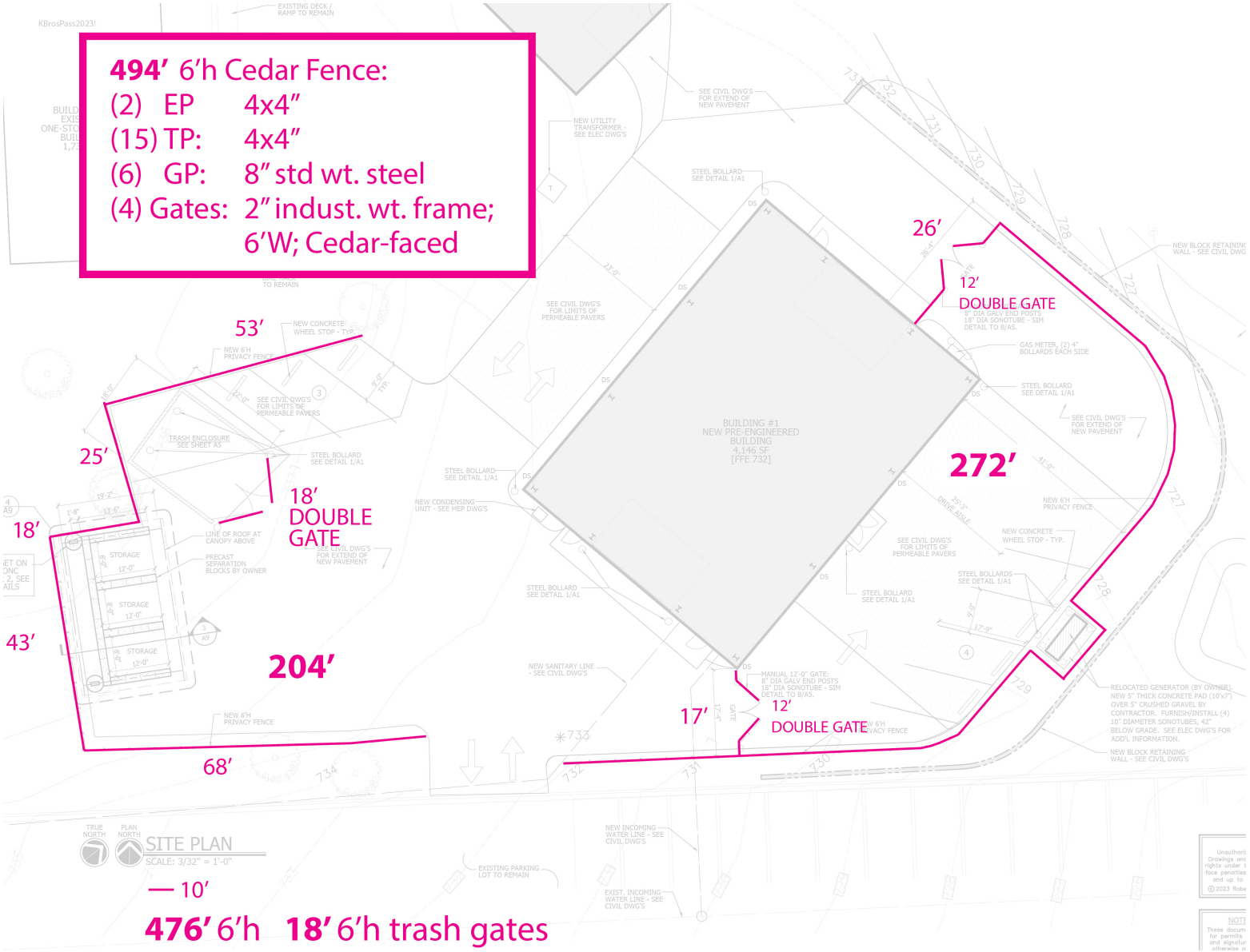
Village of Orland Park

14700 Ravinia Ave,

Orland Park, IL 60462

2/29/2024

14671 West Avenue, Orland Park, IL



K BROTHERS FENCE, INC.
19008 S. Wolf Rd. • Mokena, IL 60448 • (708) 479-0414 • Fax: (708) 479-8778

K BROTHERS FENCE, INC. NO SURPRISES DOCUMENT

GUIDELINES ATTACHED TO AND MADE PART OF THE CONTRACT

Building Permit– Most towns and villages require a building permit to be obtained prior to fence installations. Please inquire with your city, town, or village by visiting their website or by calling them directly. We will need your permit number prior to the installation of your fence. Please contact us at **708-479-0414** with your permit number once you have obtained your permit. You are responsible for getting approval from your Homeowner's Association if needed.

Location of Fence– We ask that you instruct our crew as to where exactly you want the fence located. Generally, we will stay within 3 to 6 inches from the property line. In order to determine where your property line is, we require that you provide us with your **Plat of Survey** that accurately locates the boundaries of your property. If your survey is incorrect, K Brothers Fence, Inc. will not be held liable for any costs incurred to move the fence.

Grade of Fence– How far off the ground do you want your fence to be? Do you want your fence to be relatively straight at top or follow the grade of your property? Fence installations that follow the natural contour of the property are strongly recommended for all pet owners. It is the customer's responsibility to confirm with the crew leader the height and grade of the fence **PRIOR** to the posts being set. As a standard practice we will follow the natural contour of your property, unless we are directed otherwise by you **PRIOR** to setting the posts. Changes cannot be made once the cement is in place.

Underground Lines– Utility lines to your property are often underground. Where these lines are buried plays an important role in determining where you can erect your fence without risking damage to the lines or injury to our installers. **We will contact J.U.L.I.E.** to schedule a locator to mark your property. Your fence should be installed at least 18 inches away from locator markings to be in compliance with J.U.L.I.E. requirements and recommendations for safe digging. For more information please visit their website. **IF YOU INSTRUCT OUR INSTALLERS TO INSTALL YOUR FENCE WITHIN 18" OF LOCATOR MARKINGS, YOU ARE ASSUMING RESPONSIBILITY FOR ANY AND ALL DAMAGES THAT MAY OCCUR. THERE WILL BE AN ADDITIONAL $20.00 CHARGE PER HOLE IF HAND DIGGING IS NECESSARY.**

Non-J.U.L.I.E. Lines– Sprinkler lines, pool lines, drain tiles, private utility lines, septic fields, invisible fence lines, sprinkler heads, etc. that are buried beneath your property are NOT marked by J.U.L.I.E. These items will need to be marked out by the property owner (s) best to their ability. We, in turn, will do our very best to stay away from these lines when digging; however, we cannot assume responsibility for damages if you instruct us to install a fence above them. When using a drilling unit, our fence installers may not even be aware of any such damage and are in no way responsible for notification to the property owner.

Removal of Soil or Existing Fence– Homeowner is to provide a clear fence line (clear of trees, bushes, etc.) prior to installation. Soil will be placed beside each hole when post holes are dug. However, removal of soil and/or existing fencing can be performed at an additional charge to cover labor costs. If you want the soil and/or debris hauled away please let your estimator know so this service is clearly indicated and included on your fence proposal.

Gates– Location, direction, and latch placement should be determined by taking village and town requirements into full consideration, and prior to installation of the gate. We strongly recommend extra care and attention to make sure your gate(s) does not get damaged from slamming or wind. **Typically, most gates are installed approximately 2-3 days after the concrete is set.**

Additional Labor Conditions – Any EXTENSIVE digging due to uncommon ground conditions, ie: bedrock, hardened clay, cement, rocks will incur an additional labor charge of $50 per hole.

Return Trip Charges - Any customer requested return trips outside the original contracted scope of work, are subject to additional charges.

Warranties– K Brothers Fence honors a 1 year warranty on all new fence installations, and a 1 year warranty on all gates and gate hardware. Warranties on fencing materials are provided directly by the distributors. Wood material may warp, split, or shrink upon drying out. These are natural and unavoidable characteristics of wood itself and are not under warranty. All warranties are respectively honored for customers whose accounts are paid in full.

Cancellations– All orders that are canceled by the customer after 72 hours are subject to a 20% service fee. All service fees are based on the estimate total. All special order items will be subject to a 25% manufacturer's restocking fee and shipping charges.
Due to the manufacturer's policy, certain special order items may not be cancelled or returned once ordered, therefore the customer is subject to the policy of the manufacturer.

Proposal price reflects approximate footage during time of initial measurement. Upon job completion the final balance may reflect a credit back to the account or an additional charge based on final measurement by the installation crew. Any changes to your original order may delay your installation and may incur additional expenses.

K Brothers Fence, Inc. puts the safety of our employees first. Installing your fence in a timely manner is a priority; however, scheduled fence installations may be delayed due to extreme weather conditions.

Please sign and print your name below:

X _____

I fully understand and agree to the above guidelines attached to and made part of the contract with K Brothers Fence, Inc.

X _____ X _____

Please PRINT your name Date

CUSTOMER RESPONSIBILITY CHECKLIST

Main Office
708-479-0414

CHECK ALL THAT APPLY:

- ☐ Obtain building permit and schedule final inspection, if required
- ☐ Obtain Homeowner's Association approval, if required
- ☐ Provide plat of survey, unless interior installation
- ☐ Determine gate swing direction - In/Out and Right/Left
- ☐ Clear fence line/remove pet waste & obstacles
- ☐ Agrees to be available a min. of 1 hour at START of install to meet with Crew leader, review layout, and walk the fence line
- ☐ Agrees to review 'Post Installation Checklist' with the Crew Leader at the COMPLETION of the project
- ☐ Properly measure pets/contain animals during installation
- ☐ Mark private underground lines and any lines that are not marked by J.U.L.I.E.
- ☐ Other: _____

Customer Signature:_____ Date: _____

19008 S. Wolf Rd. Mokena, IL 60448 · 708-479-0414 Fax 708-479-8778

Factors that Affect Scheduling

- **Weather, including weather-related working conditions**
- **Material availability**
- **Completion of pool installations or construction projects at your property**
- **Emergency service work**
- **Receipt of building permits and HOA approval**
- **Village building inspector availability**
- **J.U.L.I.E. and/or other utility locators running behind schedule**
- **Extended material delays due to a pandemic or other unexpected event**

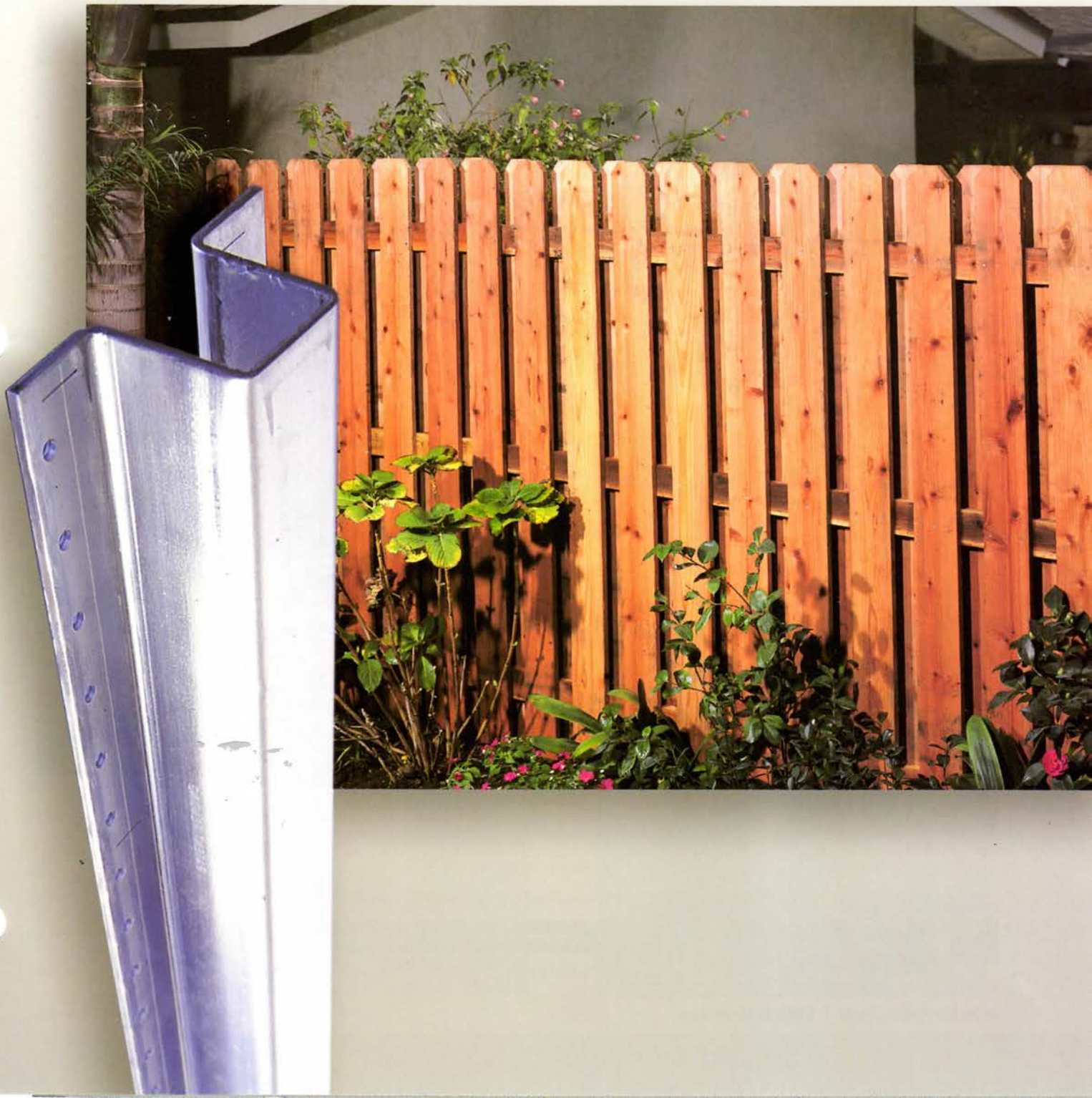
PLEASE contact our Customer Service Department at 708-479-0414 with any additional questions or concerns that you may have. We're happy to help and we're very grateful for the opportunity to assist you!

Covid-19 has affected the home improvement industry in several ways.
The closing of manufacturing in early 2020 has caused extended lead times and still continues with several manufacturers. Homeowners are spending more time at home and are investing in their property, which has resulted in an increase in demand for the home improvement industry, and has resulted in shortages of raw materials. Precautions pertaining to the safety and health of our employees and customers is top priority as we continue to experience shortage of top quality fence installers and laborers. Please be assured that we are balancing all of these factors as best as we can and getting out to all of our customers as soon as possible.

MASTER HALCO®

A Tradition of Fencing Solutions

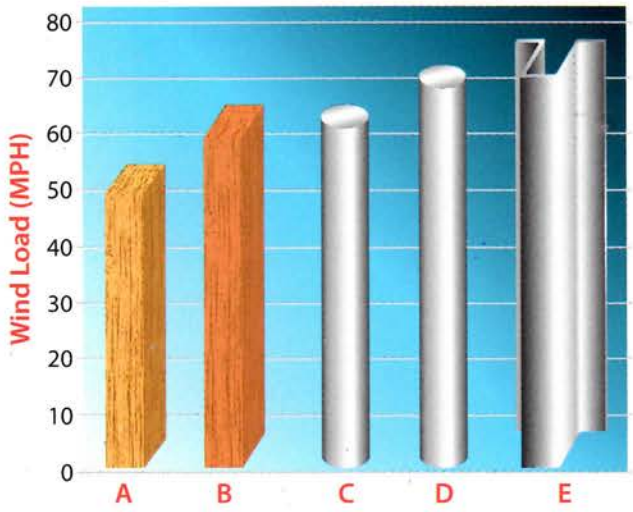
PostMaster® Steel Posts



The Strength of Steel and the Beauty of Wood

Will steel posts withstand high winds?

Yes, if properly engineered. Steel posts are available in a wide range of weights (gauges) and strengths. PostMaster® posts are designed to withstand a 70-mph wind load (6' Privacy fence with posts spaced every 8') determined in accordance with the requirements of the 1994 Uniform Building Code for exposure "B". This is the requirement for building departments in many cities. Be sure to check your local requirements and space your posts accordingly.



A - Cedar (4 x 4) / *49 MPH*
B - Redwood (4 x 4) / *59 MPH*
C - Tube (2-3/8 x .065) / *61 MPH*
D - Pipe (2-3/8, Sch 40) / *68 MPH*
E - **PostMaster** / *70 MPH*

Will PostMaster rust?

PostMaster's open design keeps moisture from collecting and the heavy galvanized (zinc) coating helps prevent premature rusting. PostMaster is manufactured using a steel base material conforming to the requirements of ASTM A 653, coating designation G90 galvanized (zinc) coating.

Will a steel post cause any adverse affects to the environment?

No. PostMaster is made from recycled steel. Chemically treated wood fence posts raise concerns about safety and suitability for residential use, and some warranties for chemically treated posts have exclusions for ground contact.

Is PostMaster more expensive than wood posts?

Only slightly. Good quality materials, like good workmanship, always cost a little more. While the initial cost of PostMaster may be slightly more than a wood post, and often less expensive than heavy pipe posts with brackets, the cost of future maintenance outweighs the benefits of a lower initial price.

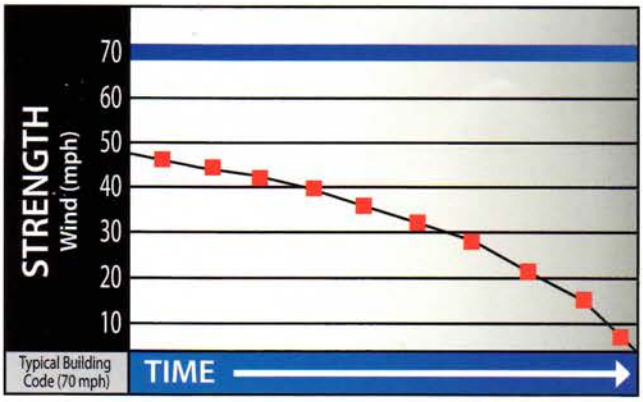
PostMaster® Delivers...

Master Halco's patented PostMaster steel post for wood fencing is engineered to provide you with the strength of steel without sacrificing the natural beauty of wood. Constructed of structural steel with a heavy galvanized coating, PostMaster can withstand high winds and heavy rain and will never rot or warp. Master Halco guarantees it - every PostMaster steel post is backed by a 15-year limited warranty.* PostMaster provides longevity and performance in a wood fence system which results in uncompromised value.

POSTMASTER by MASTER HALCO

Why use a steel post when I could use wood?

Wood posts rot over time and can warp or twist due to rain, wind or extreme temperatures. The integrity and appearance of a wood fence is lost after the wood posts begin to rot from exposure or termite infestation. This deterioration weakens the post, sometimes to the point where it can no longer hold the fence up. PostMaster gives an ordinary wood fence the strength of steel.



MASTER HALCO®

A Tradition of Fencing Solutions

MasterHalco.com | 888-MH-Fence

*See actual warranty for details

LIFETIME LIMITED WARRANTY

IMPORTANT: This is your warranty certificate. Attach your invoice and proof of warranty.

PROWOOD® LIMITED WARRANTY

Original consumer purchasers or "first owners" of specific ProWood® products are eligible for this LIMITED WARRANTY. Subject to all of the terms and conditions of this warranty, Universal Forest Products ("UFP") will, in UFP's sole discretion, replace (product only) or refund the original purchase price of ProWood® products produced by a licensed independently owned and operated treating facility used in, or in conjunction with, residential or agricultural applications that structurally fail in service due to rot, fungal decay, or termite attack during the warranty term.

"FIRST-OWNER" COVERAGE

To qualify for this warranty, you must be the owner-of-record of the property at the time ProWood® products were installed, or if the ProWood® products were installed by a builder-contractor-owner, "first owner" means the owner-of-record first acquiring the property from the builder-contractor-owner. The ProWood® Warranty is not transferable from the first-owner to subsequent owners of the property.

TO IDENTIFY A PROWOOD® PRODUCT, LOOK FOR THE END TAG

It's easy to identify warranted ProWood® products. Simply look for the end tag on each piece of ProWood® product and examine both sides. Make sure you receive and retain all ProWood® product end tags, as well as the original purchase receipt(s) from your lumber dealer or contractor/builder. In the event of a claim, it will be necessary to present this documentation for all materials claimed.

WHAT THE WARRANTY COVERS

This limited warranty covers only ProWood® products from the date of purchase by the first-owner against "structural failure" caused by fungal decay or termites. For purposes of this warranty, "structural failure" is defined as the inability of a given member to perform its intended function due to rot, fungal decay, or termite attack. The terms "rot" and "fungal decay," as used in this warranty, mean attack by wood destroying fungi that disintegrate the wood cell walls, but exclude surface mold, mildew, and/or fungi associated with the "weathering" of wood. "Weathering" of wood is not decay, fungal decay, or rot of any type or definition. The obligation of UFP under the terms of this warranty, in UFP's sole discretion, is limited to replacement or refund up to the original purchase price of ProWood® products.

DEFINITIONS

Ground Contact - Pressure treated wood products are deemed to be used in "Ground Contact" use when used in contact with soil, placed on/over soil using a synthetic barrier or plastic material, or exposed to conditions that could simulate a ground contact exposure, or when used in any other application for which the manufacturer, applicable warranty, or applicable building codes require the use of Ground Contact Products.

Above Ground – Pressure treated wood products are deemed to be in "Above Ground" use when used in an application for which the manufacturer, applicable warranty, and applicable building codes do not require or recommend Ground Contact Products and the application falls outside of the definition of Ground Contact Use.

Ground Contact Products – ProWood® products with an end tag that states "ground contact – general use."

Above Ground Products –ProWood® products with an end tag that states "above ground use" or "interior use."

Ground Contact – Critical Use Products – ProWood® products with an end tag that states "ground contact-critical use."

TERMS OF WARRANTY

Warrantor offers a Lifetime Limited Warranty against rot, fungal decay, and termite damage, as defined herein, for the following products, subject to the specific exclusions set forth in this Warranty:

Above Ground Products used in Above Ground residential or agricultural applications,

Ground Contact Products used in Above Ground and Ground Contact applications; and

Ground Contact – Critical Use Products used in Above Ground and Ground Contact applications.

ABOVE GROUND WARRANTY EXCLUSIONS

This Warranty shall not apply to, and Warrantor hereby expressly disclaims any warranty coverage for Above Ground Products used in Ground Contact applications. Further, Warrantor hereby expressly disclaims any warranty coverage for use of Above Ground Products in any of the following applications for which Ground Contact Products are required:

- Applications which are critical to the performance and safety of the structure and are difficult to maintain, repair, or replace such as joists and beams for decks and fresh water docks;
- With the exclusion of fence pickets, applications which are within six inches of the ground (final grade after landscaping) and supported on permeable building materials such as treated wood or concrete;

LIFETIME LIMITED WARRANTY

IMPORTANT: This is your warranty certificate. Attach your invoice and proof of warranty.

- Applications which are wetted on a frequent or recurrent basis such as a floating dock or an application in contact with a water system;
- Applications which are in direct contact with non-durable wood or any older construction with evidence of decay;
- Applications which are constructed so as not to allow air to circulate underneath the construction and between decking boards;
- Applications which are used in tropical climates;
- Applications where there is a reasonable expectation that soil, vegetation, leaf litter, or other debris may build up and remain in contact with the product.

Important: Check with your state's adopted building code and your local building code authorities to determine if the treated wood product you purchase for your specific application (or location) should be manufactured for "Ground Contact – General Use" or "Ground Contact - Critical Structural."

GENERAL WARRANTY EXCLUSIONS

UFP is not responsible for any damage to products used in commercial or industrial structures, wood foundations systems, wood exposed to salt water, or for damage from any cause other than rot, fungal decay, or termite damage. This warranty does not cover building poles or building timbers in structural applications, commercial vineyard stakes or any products that have been milled after treatment.

UFP is not responsible for any damage to products that are not installed in accordance with all applicable building codes and generally accepted construction practices.

UFP is not responsible for any application of products other than those specified under the appropriate usage as noted on the end tag attached to the piece.

UFP is not responsible for projects or structures containing products that have been used in improper end use applications.

UFP is not responsible for projects or structures where any products treated for above ground use were used in ground contact use applications. The appropriate usage is noted on the end tag attached to the piece.

UFP is not responsible for projects or structures containing ProWood products where some or all of the products have been used in contact with untreated or treated material that has been used in an improper end use application. Example: When above ground treated material has been misused in a ground contact application, this can adversely affect the performance of the entire project, and this situation would expose properly treated material to an exposure condition that would simulate ground contact conditions.

UFP is not responsible for damage to products where the end-cut or trimmed portion of the treated product has been used on contact with the ground.

UFP is not responsible for damage to ProWood® products where the wood has been sawn lengthwise or surfaced. Stair stringers cut from ProWood® products will be allowed only if the following conditions are met (1) ground contact – general use or ground contact – critical structure ProWood® products are used, and (2) an appropriate endcoat wood preservative is applied according to the manufacturer's directions. Pre-cut ProWood® stair stringers should be used whenever possible.

UFP is not responsible for damage to ProWood® products caused by the "weathering" of wood, including but not limited to raised grain, splitting, checking, twisting, warping, shrinkage, swelling, or any other physical property of the wood.

UFP is not responsible for any costs associated with removal of damaged wood product or delivery or installation of replacement ProWood® products.

UFP is not responsible for any incidental or consequential damages claimed to be a result of damaged or undamaged ProWood® products.

UFP is not responsible for corrosion of fasteners, hardware, or any other material, or any damage resulting from such an occurrence.

UFP is not responsible for delamination of plywood or other laminated wood products.

For the warranty to be valid, a brush-on endcoat wood preservative is required at the time of construction on all saw cuts and drill holes for Douglas-fir and Hem-Fir treated wood products. Recommended endcoat wood preservatives include copper naphthenate, oxine copper, or zinc naphthenate products. Important: follow the manufacturer's directions for proper application.

LIFETIME LIMITED WARRANTY

IMPORTANT: This is your warranty certificate. Attach your invoice and proof of warranty.

HOW TO MAKE CLAIMS

To make a claim under the terms of this warranty, send a photograph and description of the damage along with the ProWood® product purchase receipt(s) from your lumber dealer or contractor/builder. In addition, UFP requires an itemized list of the damage to all ProWood® products and an end tag from each piece of damaged treated wood. Send this information to:

Universal Forest Products
Attn: Legal Department
2801 East Beltline NE
Grand Rapids, MI 49525

UFP will, within sixty (60) days from the date of notice of your claim, and upon receipt of the proper documentation, make arrangements to exchange the damaged wood products for the new ProWood® products. UFP reserves the right to have a representative inspect all wood that is claimed to be damaged prior to its removal.

NOTE: THE ONLY OBLIGATION OF UFP UNDER THE TERMS OF THIS WARRANTY IS LIMITED TO REPLACEMENT OF DAMAGED LUMBER OR THE MONETARY EQUIVALENT OF THE FAILED PROWOOD® PRODUCT UP TO THE ORIGINAL PURCHASE PRICE AT THE SOLE DISCRETION OF UFP.

UFP MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE. IN NO EVENT SHALL UFP BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES. NOTHING IN THIS WARRANTY SHALL AFFECT THE DURATION OF IMPLIED WARRANTIES BEYOND THEIR CUSTOMARY DURATION, OR CREATE ADDITIONAL IMPLIED WARRANTIES.

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so these limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights that vary from state to state. This warranty is valid only in the United States.

Universal Forest Products
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Limited Color Warranty

IMPORTANT: This is your warranty certificate. Attach your invoice and proof of warranty.

PROWOOD DURA COLOR®

ELIGIBILITY

The Warrantor is pleased to extend this Limited Color Warranty to you, the original end user of this product. This Warranty may not be assigned or transferred by you. Each piece of warranted product must bear an approved ProWood Dura Color® end tag at time of delivery.

WARRANTY DETAILS

Warrantor will, in Warrantor's sole discretion, replace any ProWood Dura Color product used in a residential or commercial application which exhibits Significant Color Changes within the first two (2) years from the date of purchase on horizontal applications such as decking, benches and steps or within the first five (5) years on vertical applications such as fencing and siding. A designation of: none, two (2) years, or five (5) years will be included on the end tag attached to the product. Products will only be covered for the number of years listed on the end tag.

This Warranty does not cover costs of installation, removal or reinstallation or for the natural characteristic of wood to have raised grain, split, warp, shrink, swell, or twist, or damage caused by physical abuse, acts of God, acts of war, or other chemical or biological factors. Warrantor's sole obligation in Warrantor's sole discretion is limited to replacement of the product and Warrantor shall have no further liability or obligation except as expressly stated herein. Warrantor shall not be liable for any indirect, incidental, punitive, consequential, exemplary or other damages of any kind whatsoever, whether any such claim is based upon theories of contract, warranty, negligence, tort, strict liability or otherwise. The Warranty does not apply to any of the following uses: foundation piles, poles, supports in pole-frame structures, swimming pool sidewalls, tree, vine or plant supports, use in commercial or industrial projects (except that the Two-Year Color Limited Warranty shall apply to commercial applications) or any application involving immersion of the product in water or any items that have been milled after treatment. Discoloration from stains, such as metallic rust and other corrosive compounds are excluded from coverage under this warranty. This warranty excludes any use of ProWood Dura Color products other than as specified under the appropriate usage noted on the end tag attached to each piece of treated wood. This warranty does not cover corrosion of fasteners, hardware, or any other material(s) or any damage resulting from such an occurrence and it excludes any mold growth on ProWood Dura Color products.

Always follow the guidelines stated in the applicable Safe Handling Information when working with or handling this product. Warrantor and its representative(s) reserves the right to investigate any claim and to inspect the materials on which a claim is made prior to its removal.

The term "Significant Color Changes" as used in this warranty shall mean significant changes in the original color of the product that are not due to fading or other changes do to the natural characteristics of the wood itself. The intent of this warranty is to assure the consumer that within the applicable warranty period the ProWood Dura Color color-treated product will not turn a silvery grey, nor lose a substantial amount of color as is the case with certain other wood products. ProWood Dura Color color treated products are resistant to fading but are not impervious to color changes. Natural color variations are to be expected as they evidence the character of a natural wood product. Such natural variations reveal the color variation between different species of wood and the individual characteristics of the board or rail similar to the way heartwood, knots or sapwood will impact the product color.

Significant Color Changes shall not mean attack by wood-destroying fungi that disintegrate the wood cell walls. Color changes associated with surface mold and mildew are not included in the definition of Significant Color Changes and are not covered under this Warranty. Other changes in appearance caused by the natural weathering of wood, including but not limited to, raised grain, splitting, checking, twisting, warping, shrinkage, swelling or any other physical property of wood, are not covered under this warranty.

Some states do not allow limitations on how long an implied warranty lasts and/or do not allow the exclusion of incidental or consequential damages, so the limitation and exclusions contained herein may not apply to you. This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Limited Warranty

CLAIM PROCEDURE

To make a claim under this Warranty to receive replacement wood, the original owner must, within 90 days of actual or constructive notice of Significant Color Change, do the following:

1. Prepare a letter which includes the following:

- A list of the number of pieces and the size of each piece for which the claim is made.
- Proof of Purchase of the product, as shown on the original invoice.
- Proof of Warranty, such as the original end tag from the product, copy of the mark on the product, or other evidence.

2. Mail the above information to:

Universal Forest Products Warranty Information
2801 East Beltline N.E.
Grand Rapids, MI 49525

WARRANTOR DOES NOT MAKE ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS OF THE PRODUCT FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL UNIVERSAL FOREST PRODUCTS BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES. THERE ARE NO OTHER WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION IN THE FACE HEREOF.

This warranty is valid only in the United States.

ProWood is a registered trademark of Universal Forest Products, Inc., in the United States.
ProWood Dura Color is a registered trademark of Universal Forest Products.

Universal Forest Products
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K BROTHERS FENCE, INC.

Part B - INTERIOR

P.O. Box 773 • Mokena, IL 60448 • (708) 479-0414 • Fax: 479-8778

COMMERCIAL PROJECT PROPOSAL

Customer Name: Village of Orland Park

Date: 2/29/2024 Estimator: Dave

Mailing Address: 14700 Ravinia Ave, Orland Park, IL 60462

Phone:

Email: mmazza@orlandpark.org

Job Location: 14671 West Avenue, Orland Park, IL

Permit #: Village RFP #: RFP 24-009

Material: Chain Link

Approx. Ft.: 115'

Height: 6'H

Color: Galvanized

Style: top&bott knuckled

Caps: standard

Gates: 4

(4) 42" gates with lockable latches

	Y	N
Remove Dirt $	★	
Spread Dirt		★
Take Down		★
Haul Away		★
Plat Provided	★	
Clear Fence Line	★	

Notes: Pricing contingent on site inspection. Prevailing Wage Pricing

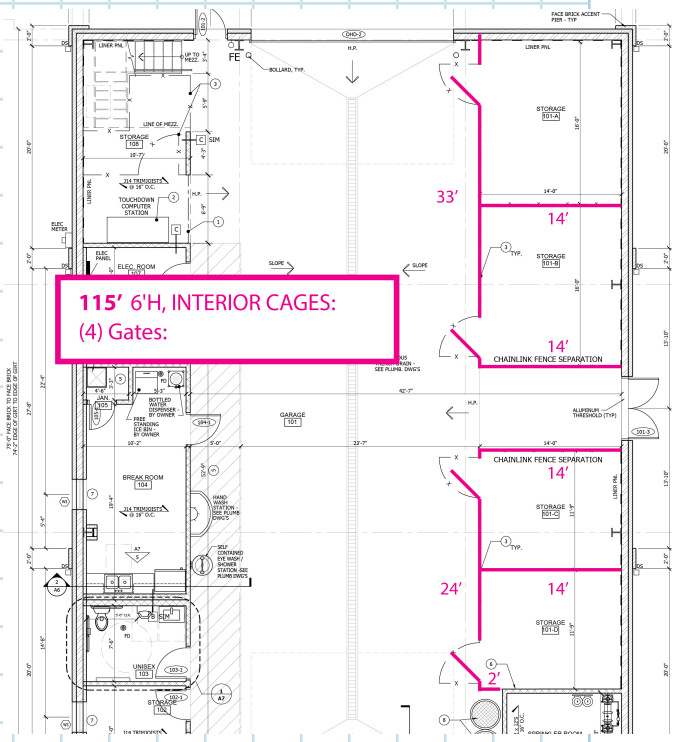
KEY: XXX = Existing Fence _____ = New Fence << >> = Move Fence ☐ = Utility Box

WireCrafters Materials in Galvanized:
$29,594

ALTERNATE:

Provide & Install approx. 115' of 6' high chain link fence with top & bottom rails, top & bottom knuckled selvage, set on 6' centers, maximum. Anchor into concrete floor with post/plate & anchors. 2" industrial weight line posts, 2-1/2" Corner posts, 9 gauge wire mesh.

$12,516



Prices valid for 30 days from original estimate date. Currently a minimum of 8-10 weeks weeks out, **weather permitting**

ESTIMATED PRICE $_____ Payment made by credit card will incur a 4% fee per transaction. Customer Signature X

REVISIONS_____ Title _____

ESTIMATED TOTAL $_____ DEPOSIT $ 50% CC# / Check #

K-BROTHERS FENCE, INC. OWNER'S SIGNATURE _____ Terms: Net -30

Thank you for the opportunity to estimate your fencing needs. **ALL WORK GUARANTEED** 1 **YRS.**

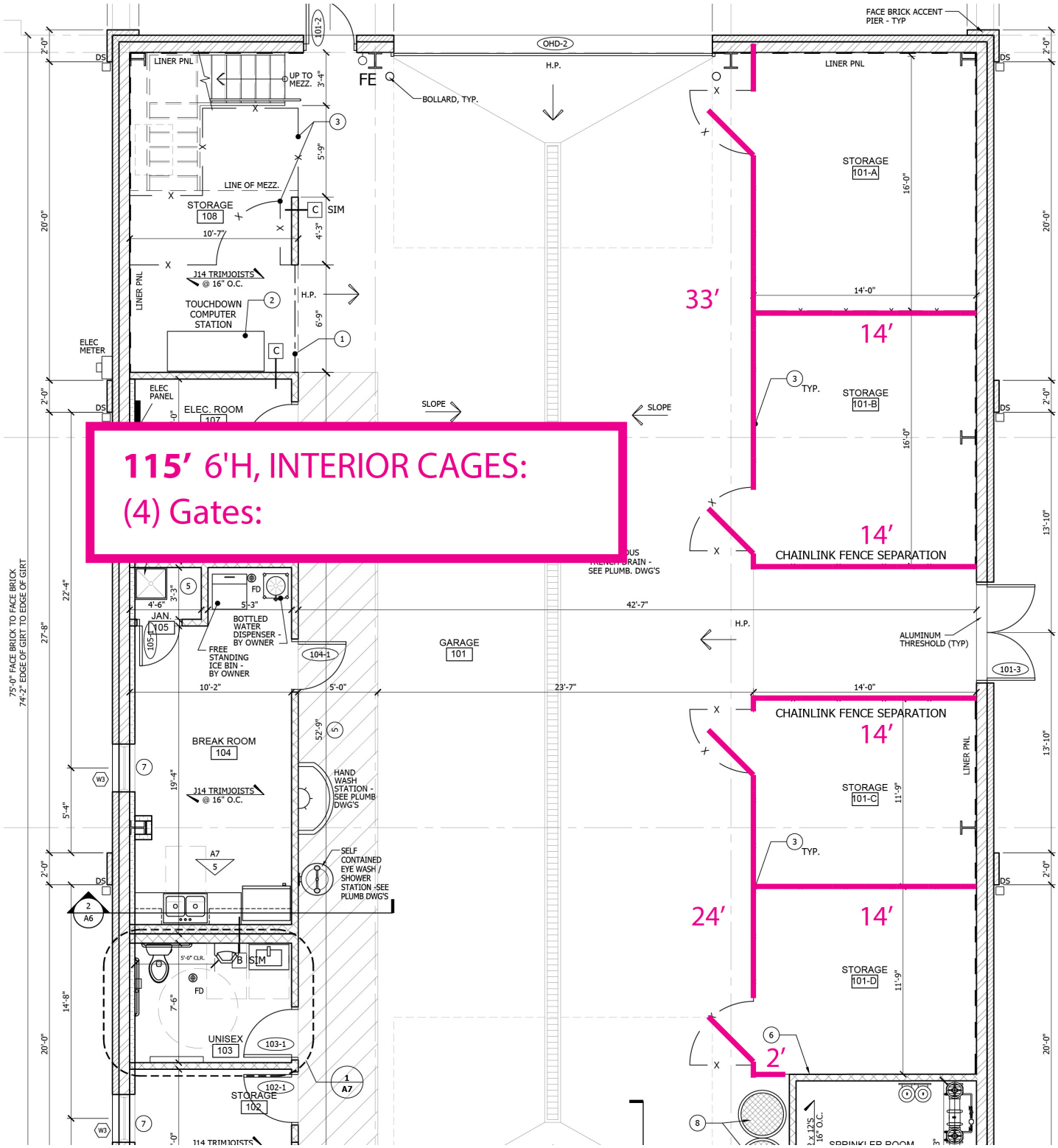
Customer is to establish and is responsible for property lines, grade of fence, and removal of all obstructions that interfere with installation. If building permits are required by local ordinances, customer agrees to secure and pay for said permit. More or less material and/or labor other than amount contracted for will be added or credited at a rate acceptance. The above Proposal, when signed by Customer and Owner of K Brothers Fence becomes a contract, Customer's contract in combination with K Brothers Fence contract and No Surprises document forms the entire agreement between the two parties. Customer agrees that the above estimated price, specifications, and scope of work is satisfactory, and hereby authorizes K Brothers Fence to complete the work as specified. Any Change Orders must be agreed upon in writing by both parties. K Brothers Fence, Inc. reserves the right to cancel this agreement due to any unforeseen circumstances. Payment Terms for final balance is Net-30. Customer is liable for late charge of 2% after 60 days, all legal fees, and court costs for collections and/or mechanic's lien. Warranties are respectively honored for accounts that are paid in full. Any alteration made to the fence by any party other than K Brothers Fence, cancels out the warranty on our original installation.

BROTHERS FENCE, INC.
19008 S. Wolf Rd. • Mokena, IL 60448 • 708-479-0414 • Fax: 479-8778

Village of Orland Park **2/29/2024**

14700 Ravinia Ave,
Orland Park, IL 60462

14671 West Avenue, Orland Park, IL



K BROTHERS FENCE, INC.
19008 S. Wolf Rd. • Mokena, IL 60448 • (708) 479-0414 • Fax: (708) 479-8778

K BROTHERS FENCE, INC. NO SURPRISES DOCUMENT

GUIDELINES ATTACHED TO AND MADE PART OF THE CONTRACT

Building Permit– Most towns and villages require a building permit to be obtained prior to fence installations. Please inquire with your city, town, or village by visiting their website or by calling them directly. We will need your permit number prior to the installation of your fence. Please contact us at **708-479-0414** with your permit number once you have obtained your permit. You are responsible for getting approval from your Homeowner's Association if needed.

Location of Fence– We ask that you instruct our crew as to where exactly you want the fence located. Generally, we will stay within 3 to 6 inches from the property line. In order to determine where your property line is, we require that you provide us with your **Plat of Survey** that accurately locates the boundaries of your property. If your survey is incorrect, K Brothers Fence, Inc. will not be held liable for any costs incurred to move the fence.

Grade of Fence– How far off the ground do you want your fence to be? Do you want your fence to be relatively straight at top or follow the grade of your property? Fence installations that follow the natural contour of the property are strongly recommended for all pet owners. It is the customer's responsibility to confirm with the crew leader the height and grade of the fence **PRIOR** to the posts being set. As a standard practice we will follow the natural contour of your property, unless we are directed otherwise by you **PRIOR** to setting the posts. Changes cannot be made once the cement is in place.

Underground Lines– Utility lines to your property are often underground. Where these lines are buried plays an important role in determining where you can erect your fence without risking damage to the lines or injury to our installers. **We will contact J.U.L.I.E.** to schedule a locator to mark your property. Your fence should be installed at least 18 inches away from locator markings to be in compliance with J.U.L.I.E. requirements and recommendations for safe digging. For more information please visit their website. **IF YOU INSTRUCT OUR INSTALLERS TO INSTALL YOUR FENCE WITHIN 18" OF LOCATOR MARKINGS, YOU ARE ASSUMING RESPONSIBILITY FOR ANY AND ALL DAMAGES THAT MAY OCCUR. THERE WILL BE AN ADDITIONAL $20.00 CHARGE PER HOLE IF HAND DIGGING IS NECESSARY.**

Non-J.U.L.I.E. Lines– Sprinkler lines, pool lines, drain tiles, private utility lines, septic fields, invisible fence lines, sprinkler heads, etc. that are buried beneath your property are NOT marked by J.U.L.I.E. These items will need to be marked out by the property owner (s) best to their ability. We, in turn, will do our very best to stay away from these lines when digging; however, we cannot assume responsibility for damages if you instruct us to install a fence above them. When using a drilling unit, our fence installers may not even be aware of any such damage and are in no way responsible for notification to the property owner.

Removal of Soil or Existing Fence– Homeowner is to provide a clear fence line (clear of trees, bushes, etc.) prior to installation. Soil will be placed beside each hole when post holes are dug. However, removal of soil and/or existing fencing can be performed at an additional charge to cover labor costs. If you want the soil and/or debris hauled away please let your estimator know so this service is clearly indicated and included on your fence proposal.

Gates– Location, direction, and latch placement should be determined by taking village and town requirements into full consideration, and prior to installation of the gate. We strongly recommend extra care and attention to make sure your gate(s) does not get damaged from slamming or wind. **Typically, most gates are installed approximately 2-3 days after the concrete is set.**

Additional Labor Conditions – Any EXTENSIVE digging due to uncommon ground conditions, ie: bedrock, hardened clay, cement, rocks will incur an additional labor charge of $50 per hole.

Return Trip Charges - Any customer requested return trips outside the original contracted scope of work, are subject to additional charges.

Warranties– K Brothers Fence honors a 1 year warranty on all new fence installations, and a 1 year warranty on all gates and gate hardware. Warranties on fencing materials are provided directly by the distributors. Wood material may warp, split, or shrink upon drying out. These are natural and unavoidable characteristics of wood itself and are not under warranty. All warranties are respectively honored for customers whose accounts are paid in full.

Cancellations– All orders that are canceled by the customer after 72 hours are subject to a 20% service fee. All service fees are based on the estimate total. All special order items will be subject to a 25% manufacturer's restocking fee and shipping charges.
Due to the manufacturer's policy, certain special order items may not be cancelled or returned once ordered, therefore the customer is subject to the policy of the manufacturer.

Proposal price reflects approximate footage during time of initial measurement. Upon job completion the final balance may reflect a credit back to the account or an additional charge based on final measurement by the installation crew. Any changes to your original order may delay your installation and may incur additional expenses.

K Brothers Fence, Inc. puts the safety of our employees first. Installing your fence in a timely manner is a priority; however, scheduled fence installations may be delayed due to extreme weather conditions.

Please sign and print your name below:

X _____

I fully understand and agree to the above guidelines attached to and made part of the contract with K Brothers Fence, Inc.

X _____ X _____

Please PRINT your name Date

CUSTOMER RESPONSIBILITY CHECKLIST

Main Office
708-479-0414

CHECK ALL THAT APPLY:

- ☐ Obtain building permit and schedule final inspection, if required
- ☐ Obtain Homeowner's Association approval, if required
- ☐ Provide plat of survey, unless interior installation
- ☐ Determine gate swing direction - In/Out and Right/Left
- ☐ Clear fence line/remove pet waste & obstacles
- ☐ Agrees to be available a min. of 1 hour at START of install to meet with Crew leader, review layout, and walk the fence line
- ☐ Agrees to review 'Post Installation Checklist' with the Crew Leader at the COMPLETION of the project
- ☐ Properly measure pets/contain animals during installation
- ☐ Mark private underground lines and any lines that are not marked by J.U.L.I.E.
- ☐ Other: _____

Customer Signature:_____ Date: _____

19008 S. Wolf Rd. Mokena, IL 60448 · 708-479-0414 Fax 708-479-8778

Factors that Affect Scheduling

- **Weather, including weather-related working conditions**
- **Material availability**
- **Completion of pool installations or construction projects at your property**
- **Emergency service work**
- **Receipt of building permits and HOA approval**
- **Village building inspector availability**
- **J.U.L.I.E. and/or other utility locators running behind schedule**
- **Extended material delays due to a pandemic or other unexpected event**

PLEASE contact our Customer Service Department at 708-479-0414 with any additional questions or concerns that you may have. We're happy to help and we're very grateful for the opportunity to assist you!

Covid-19 has affected the home improvement industry in several ways.
The closing of manufacturing in early 2020 has caused extended lead times and still continues with several manufacturers. Homeowners are spending more time at home and are investing in their property, which has resulted in an increase in demand for the home improvement industry, and has resulted in shortages of raw materials. Precautions pertaining to the safety and health of our employees and customers is top priority as we continue to experience shortage of top quality fence installers and laborers. Please be assured that we are balancing all of these factors as best as we can and getting out to all of our customers as soon as possible.