



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	South First Street Retaining Wall Repairs- Berglund Construction		
Presenter & Title:	Richard Babica, Director of Public Works		
Date:	September 18, 2023		
Please Check Appropriate Box:			
<input checked="" type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Associated Strategic Plan Goal/Objective: EVIII, EMSII			
Estimated Cost: \$67,500	Budgeted?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Other Funding," please explain how the item will be funded:</i> Insurance Reimbursement and Infrastructure Capital Projects Fund, if necessary.			
Executive Summary:			
<p>On November 16, 2022 a city-owned retaining wall was damaged in a hit and run accident along the south side of South First Street (IL RT 31). This wall is outside of the State of Illinois Right of Way but within a city easement. A claim was submitted to the city's insurance carrier and payment was received; however, the amount received was significantly less than what the actual repair cost will be. As the wall is historic, it requires specific expertise for repair. A restoration plan was developed and a Request for Proposals was issued. One qualified proposal from Berglund Construction of Chicago, Illinois, was received and is attached for review and approval.</p> <p>In order to begin repair to the wall, the recommendation is to accept the proposal received and include a 10% contingency for any unforeseen field changes that may occur. A supplemental claim has been submitted to the city's insurance carrier for review. Any costs not covered by insurance will be covered using the infrastructure capital projects fund.</p>			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • Resolution • Proposal Tab • Berglund Construction Proposal 			
Voting Requirements:			
<p><i>This motion requires a simple majority of votes for passage for passage.</i></p> <p><i>The Mayor may vote on three occasions: (a) when the vote of the aldermen or trustees has resulted in a tie; (b) when one half of the aldermen or trustees elected have voted in favor of an ordinance, resolution, or motion even though there is no tie votes; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.</i></p>			
Recommendation / Suggested Action: <i>(how item should be listed on agenda)</i>			
Recommend Approval of a Resolution Authorizing Acceptance of Proposal from Berglund Construction of Chicago, Illinois to perform repairs to the South First Street Retaining Wall in an amount not-to-exceed \$74,250.			

RESOLUTION NO. 2023-97

**RESOLUTION AUTHORIZING ACCEPTING OF PROPOSAL
FROM BERGLUND CONSTRUCTION OF CHICAGO, ILLINOIS
FOR THE SOUTH FIRST STREET RETAINING WALL REPAIRS**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS, as follows:

SECTION 1: That the City Administrator is hereby authorized to execute, on behalf of the City of Geneva, a proposal for the South First Street Retaining Wall Repairs with Berglund Construction of Chicago, Illinois, in a total not-to-exceed amount of \$74,250, in the form attached hereto at Exhibit "A."

SECTION 2: This Resolution shall become effective from and after its passage as in accordance with law.

PASSED by the City Council of the City of Geneva, Kane County, Illinois, this ____ day of _____, 2023

AYES: __ NAYS: __ ABSENT: __ ABSTAINING: __ HOLDING OFFICE: __

Approved by me this ____ day of _____, 2023.

Mayor

ATTEST:

City Clerk

Repairs to Limestone Retaining Wall
416 S First Street (IL RT 31)
City of Geneva

Submit Proposals to:

City of Geneva Public Works
Attn: Richard Babica
1800 South Street
Geneva, Illinois 60134

Proposals Deadline: Monday, August 7, 2023 at 4:00 PM

Date: August 7, 2023

Contact Name: John McHugh

Official Mailing Address: 8410 S. South Chicago Avenue

City/State/Zip Code: Chicago, IL 60617

Phone No. (include area code): 773-374-1000 x. 2205

EMAIL: jmchugh@berglundco.com

Fax No. (include area code): 773-374-0701

Business Address (if different): N/A

City/State/Zip Code: _____

August 7, 2023

City of Geneva Public Works
1800 South Street
Geneva, IL 60134
Attn: Richard Babica

RE: Bidder Qualifications
RFP – Repairs to Limestone Retaining Wall
416 S First Street (IL RT 31)

Organization References

1. Museum of Science and Industry, 5700 S. DuSable Lake Shore Dr., Chicago, IL, Contact: Kendall McElhane, 773-684-1414
2. University of Chicago, 1350 E. 59th St., Chicago, IL, Contact: Mark Meyers, 219-746-2878
3. Northwestern University, 2020 Ridge Ave., Evanston, IL, Contact: Richard Pauner, 847-467-6701

Safety

See attached Safety Statement and EMR documentation.

Project References

Berglund was established in 1911. Since we were founded, we have been an industry leader in restoring existing buildings including ones which are state and federal landmarks. Included are samples of project sheets which include historical restoration, see attached.

- Museum of Science and Industry
- Kenosha Southport Beach House
- Rock Island State Park

Project Team (resumes attached)

- Jack Tribbia
- Sarah Horton
- Steve Maggio
- Jason Scott

Company Background

See attached Firm Overview

*No conflicts of interest exist.

Narrative Response

Berglund Construction Company has reviewed the RFP and Appendix A report prepared by Michael Lambert in detail and performed a site visit by Kevin Berglund to observe existing conditions. Our proposed scope of work includes what is outlined on page 6 and 7 of Appendix A.

Our project team will consist of an experienced project executive, project manager and onsite foreman with an International Masonry Institute (IMI) Historic Masonry Preservation Certificate along with training in masonry restoration by the International Union of Bricklayers and Allied Craftworkers. In addition, our safety director and quality director would be engaged in the project as necessary.

Our skilled masons would disassemble the remaining portions of the wall not structurally sound, clean, and remove the cement parking and reconstruct the wall reusing as much of the original stones as possible including the copings that were already salvaged. In addition, a petrographic mortar analysis would be performed to replicate the existing lime based mortar as close as possible. Lastly, if replacement limestone is required, we would work with Galloy and Van Ettan Inc. who is a limestone fabricator established in 1899 to try and source limestone that would match the existing. All work would be performed according to the Secretary of the Interiors Standards for Rehabilitation.

01. Safety Statement of Berglund Construction

Berglund Construction believes with your commitment to safety, all workers will return home to their families. We are concerned about your well being and want you to be concerned about the safety of your fellow worker. We ask you to observe and speak up . If you observe a safety hazard, speaking up can save a life. We maintain a zero-incident safety culture, reducing liability and ensuring greater productivity on the job.

To emphasize our commitment to safety, every owner receives a project-site specific safety plan, guidelines of safety compliance within each trade contractor's scope review and continuous reporting during the project. These include elimination of injuries and medical costs, reduced premiums for workers' compensation benefits and reduced liability and property insurance. In addition, indirect costs such as reduced productivity, delayed project schedules, extra administrative time and damage to plant and equipment can be eliminated.

The central direction for our safety program is to follow the guidelines set by the Federal Occupational Safety and Health Administration (OSHA). These have been developed to achieve an incident-free work place. To comply with these standards, it is our obligation to inform, educate, and ensure compliance of safety matters. All of Berglund's superintendents, foremen and managers are trained in the OSHA 30hr class.

Our program ensures employees are properly educated and attend an indoctrination program. Every new employee completes a drug screening and a Hands on Orientation Meeting Weekly "Tool Box Meetings" and "Pre-Start Meetings" are held on each jobsite. These meetings inform the workers of important safety matters. These meetings allow all employees an opportunity to make safety suggestions and discuss them with fellow workers.

Our safety program carries a strict compliance policy, which enforces all safety rules. Any worker committing an unsafe act is issued a citation. She/he is then accountable for their action. This not only corrects the unsafe action, but also at the same time educates the worker in safety matters.

Each jobsite is given a periodic safety inspection. This inspection is performed by a Berglund Construction administrative employee. Any unsafe conditions are identified and a formal report of the project's safety condition is developed.

Berglund Construction has made great advancement since the implementation of its safety program. However, safety is an ongoing matter, which demands attention each day. With hard and consistent efforts and your cooperation, we shall continue to progress toward complete project safety.



Fred Berglund
President



WORKERS COMPENSATION EXPERIENCE RATING

86

Risk Name: BERGLUND CONSTRUCTION COMPANY

Risk ID: 917990956

Rating Effective Date: 06/01/2023

Production Date: 12/16/2022

State: INTERSTATE

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
FL	.51	15,488	21,217	5,729	0	237,000	0	0
IL	.43	1,523,380	1,829,900	306,520	70,973	247,725	111,230	40,257
IN	.56	37,225	54,040	16,815	0	228,800	0	0
KY	.55	783	1,138	355	0	231,250	0	0
MA	.36	335	413	78	0	240,000	0	0
MN	.54	11,476	15,720	4,244	0	227,950	0	0
WI	.53	103,183	137,821	34,638	0	231,750	0	0

(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.44		1,691,870	2,060,249	368,379	70,973	245,888	108,950	37,977

	Primary Losses	Stabilizing Value	Ratable Excess	Totals
Actual	(I) 37,977	$C * (1 - A) + G$ 1,193,335	(A) * (F) 31,228	(J) 1,262,540
Expected	(E) 368,379	$C * (1 - A) + G$ 1,193,335	(A) * (C) 744,423	(K) 2,306,137
	ARAP	FLARAP	SARAP	MAARAP
Factors	1.00	1.00		1.00
				(J) / (K) .55

RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.
 THE ARAP FACTOR SHOWN IS FOR THOSE STATES CONTAINED ON THIS RATING THAT HAVE APPROVED THE ARAP PROGRAM AND IS CALCULATED BASED ON THE STATE WITH THE HIGHEST APPROVED MAXIMUM ARAP SURCHARGE. THE MAXIMUM ARAP SURCHARGE MAY VARY BY STATE. PLEASE REFER TO EACH STATE'S APPROVED RULES FOR THE APPLICABLE MAXIMUM ARAP SURCHARGE.

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: BERGLUND CONSTRUCTION COMPANY

Risk ID: 917990956

Rating Effective Date: 06/01/2022

Production Date: 02/11/2022

State: INTERSTATE

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
FL	.52	10,137	14,278	4,141	0	237,300	0	0
IL	.44	1,559,953	1,897,836	337,883	481,001	253,750	520,010	39,009
IN	.57	38,900	56,855	17,955	0	229,625	0	0
MN	.55	12,611	17,275	4,664	0	230,000	0	0
WI	.53	63,673	86,045	22,372	0	233,450	0	0

(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.45		1,685,274	2,072,289	387,015	481,001	251,934	518,604	37,603

	Primary Losses	Stabilizing Value	Ratable Excess	Totals	
Actual	(I) 37,603	$C * (1 - A) + G$ 1,178,835	$(A) * (F)$ 216,450	(J) 1,432,888	
Expected	(E) 387,015	$C * (1 - A) + G$ 1,178,835	$(A) * (C)$ 758,373	(K) 2,324,223	
	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
Factors	1.00	1.00			(J) / (K) .62

RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.

THE ARAP FACTOR SHOWN IS FOR THOSE STATES CONTAINED ON THIS RATING THAT HAVE APPROVED THE ARAP PROGRAM AND IS CALCULATED BASED ON THE STATE WITH THE HIGHEST APPROVED MAXIMUM ARAP SURCHARGE. THE MAXIMUM ARAP SURCHARGE MAY VARY BY STATE. PLEASE REFER TO EACH STATE'S APPROVED RULES FOR THE APPLICABLE MAXIMUM ARAP SURCHARGE.

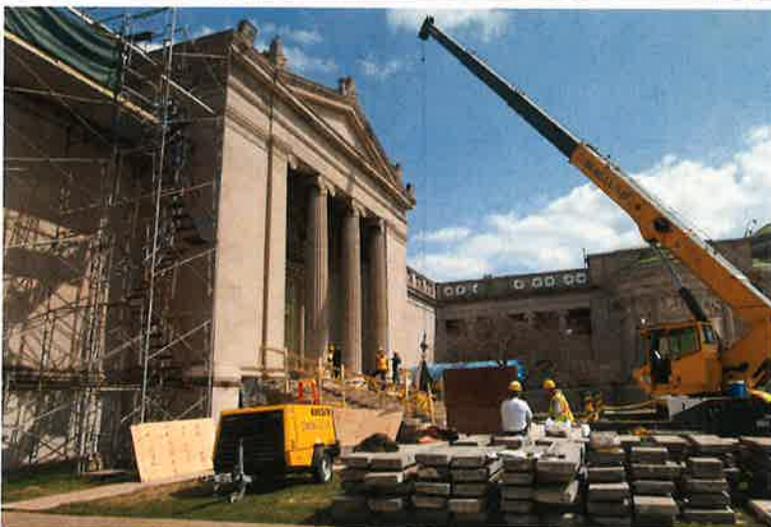
 WORKERS COMPENSATION EXPERIENCE RATING									
Risk Name: BERGLUND CONSTRUCTION COMPANY					Risk ID: 917990956				
Rating Effective Date: 06/01/2021			Production Date: 02/01/2021			State: INTERSTATE			
State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses	
FL	.53	5,616	8,023	2,407	0	238,700	0	0	
IL	.44	1,589,668	1,991,281	401,613	122,784	257,250	178,985	56,201	
IN	.57	47,731	71,435	23,704	0	229,600	0	0	
WI	.54	24,380	33,459	9,079	0	235,000	0	0	
(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses	
.45		1,667,395	2,104,198	436,803	122,784	255,867	178,985	56,201	
		Primary Losses	Stabilizing Value		Ratable Excess		Totals		
Actual		(I) 56,201	C * (1 - A) + G 1,172,954		(A) * (F) 55,253		(J) 1,284,408		
Expected		(E) 436,803	C * (1 - A) + G 1,172,954		(A) * (C) 750,328		(K) 2,360,085		
		ARAP	FLARAP	SARAP	MAARAP		Exp Mod		
Factors		1.00	1.00				(J) / (K) .54		

REVISED RATING

THE ARAP FACTOR SHOWN IS FOR THOSE STATES CONTAINED ON THIS RATING THAT HAVE APPROVED THE ARAP PROGRAM AND IS CALCULATED BASED ON THE STATE WITH THE HIGHEST APPROVED MAXIMUM ARAP SURCHARGE. THE MAXIMUM ARAP SURCHARGE MAY VARY BY STATE. PLEASE REFER TO EACH STATE'S APPROVED RULES FOR THE APPLICABLE MAXIMUM ARAP SURCHARGE.

REVISED RATING TO INCLUDE UPDATED DATA FOR: IL, POL. #: WCA000009217, EFF.: 06/01/2017

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Museum of Science and Industry

Since 2010, Berglund Construction has been engaged in an ongoing masonry restoration effort at the Museum of Science and Industry in Chicago. This decade long effort was phased over 17 total projects of which together represent a comprehensive exterior restoration.

From 2019 to 2020 Berglund completed additional repairs at the central pavilion facades, restored the central pavilion east and west stairs, and completed repairs at the east pavilion and links. This phase of work included masonry cleaning, repairs including patching and dutchman and selective replacement, roofing and drainage, and exterior lighting.

The final phase of work was completed in 2020 - this phase focused on the west pavilion restoration as well as the central pavilion facade, entry kiosks, and monumental lunette window.

LOCATION

Chicago, IL

SIZE

400,000 sqft

DURATION

Phase 2010-2022

DELIVERY METHOD

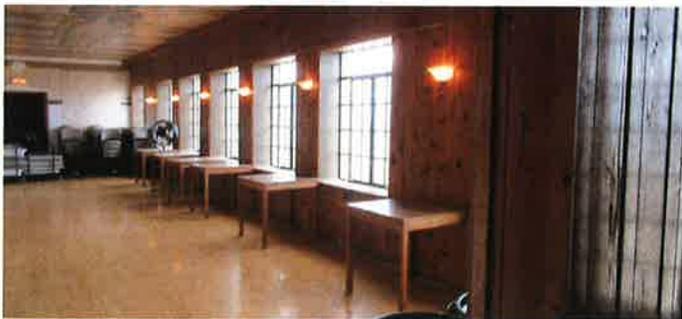
Design-Build

SCOPE

Restoration/Preservation

ARCHITECT

Bauer Latoza (2010-2017)
Altus Works (2019 - 2022)



City of Kenosha

Southport Beach House

The Southport Beach House is listed on the U.S. National Register of Historic Places. The scope of work included interior carpentry, painting and electrical. Along the exterior existing masonry was extensively reconstructed with salvaged bricks to match existing. Any masonry not reconstructed had paint chemically removed and the mortar joints were tuckpointed 100%. Additional repairs included window painting and concrete structural repairs. All work was performed to comply with historic guidelines.

Historic documentation was done of existing masonry parapet and chimney for use in 100% restoration rebuild of these building elements. Rebuild material was selected to match existing masonry construction following historic repair guidelines. Both the chimney and the parapet were demolished until sound masonry was found and then rebuilt following documentation done at project start to maintain historic exterior appearance.

LOCATION

Kenosha, WI

DURATION

4 Months

DELIVERY METHOD

Lump Sum

SCOPE

Building Restoration

ARCHITECT

Enberg Anderson



Rock Island State Park Historical Building Restoration

State of Wisconsin Dept. of Administration

Berglund was hired by the State of Wisconsin to perform restoration services to multiple historic structures on Rock Island located off the coast of Door County Peninsula. The entire island is a state park and is home to many buildings, all of which are on the national register of historic places. Our scope of work consisted of stone repair, wood repair/replacement, abatement, and painting on six separate structures. Work was completed over the course of 3 months. Special consideration was taken to manage mobilization of equipment and personnel on and off the island.

LOCATION

Washington, WI

DURATION

3 Months

DELIVERY METHOD

Lump Sum

SCOPE

Building Restoration

ARCHITECT

Insite Consulting Architects

Project Role



Jack
Tribbia

President, Restoration

Tenure in the Industry: 36 Years

Professional Affiliations

Board of Directors for
Landmarks Illinois

Member of the Tuckpointers Union
#52/21 (33 Years)

Ensure client satisfaction. Establish company culture on site. Manage top level relations. Set Berglund quality standards. For over 36 years, Jack has made a commitment to preserve the past and bring history's magnificence into the future. He has an inherent appreciation for the historical importance of a structure and is recognized as an expert in restoration and rehabilitation of landmark buildings. Jack is serving his second term on the Board of Directors of Landmark Illinois. He maintains his membership to Tuckpointers Union Local #52/21. Under his direct management, the Berglund Restoration Division has earned national recognition, achieving the Construction Excellence Award by the United States General Services Administration and the National Preservation Award by the National Trust for Historic Preservation.

Significant Projects

Unity Temple Restoration - Oak Park, IL

The Unity Temple project is a full restoration, interior and exterior, of the 107-year old Frank Lloyd Wright national landmark church. The exterior scope of work includes extensive structural concrete repairs, concrete façade restoration and cleaning, replacement of roofing systems at 18 separate roofs, skylight replacement, art glass window/laylight/light fixture restoration and replication, as well as landscape and hardscape replacement. The interior scope of work includes historically accurate plaster and paint applications at virtually every interior surface, removal, restoration and re-installation of virtually every piece of running wood trim, doors and pews restoration, concrete and magnesite floor restoration. Additionally, all MEP systems will be fully replaced, including the addition of a geothermal well field.

Shedd Aquarium Rotunda Restoration - Chicago, IL

Berglund Construction was entrusted on dismantling and removing the existing domed skylight system and installing a new system in its place. To dismantle and replace the glass, Berglund's tradespersons had to remove the 25 pieces that compose the cresting ornamentation and re-install them back in place. Weighing 900 pounds each, Berglund's construction team designed a machine that bolted to the roof and could lift and lower each one as needed. All of this work took place without interrupting the activity in the Aquarium. Berglund's team designed a scaffolding system that stretched 300 feet across the roof and around the rotunda for material handling. With this system in place, Berglund tradesmen worked above the tank through the entire summer while visitors continued to watch the fish swim below.

Rockefeller Memorial Chapel - Chicago, IL

University of Chicago tapped Berglund to perform the historic preservation of their most visible building on campus, The Rockefeller Memorial Chapel. Built entirely of stone, with the exception of steel supports for the tower's carillon and beams which carry the weight of the roof, it is lavishly decorated on the exterior with sculptures representing the humanities and the sciences. The project included the restoration of the carillon bells, stained glass windows and 100% of the exterior facade.



Sarah Horton

Preservation Manager

Tenure in the Industry: 7 Years

Education

Master of Science in Historic Preservation
from The School of the Art Institute of
Chicago

Bachelor of Arts in History from Oklahoma
State University

Professional Affiliations / Certifications

Member of APT Western Great Lakes
Chapter & Preservation Action

OSHA 10 & 30 Hour Trained

CPR / First Aid Certified

Ariel Work Platform Safety

City of Chicago Scaffold Training

As a Preservationist Manager Sarah brings technical expertise to historic preservation projects. She is responsible for the oversight of preservation on our projects, including driving communication the project team and ensuring the integrity of historic features. Sarah serves as a resource in subcontractor coordination, overseeing shop drawing production, and the quality control and color-matching processes for the materials required for this project.

Significant Projects

Chicago Union Station Great Hall Restoration | Chicago, IL

- Chicago's Union Station was designed by Daniel Burnham and successor firm Graham, Anderson, Probst & White and completed in 1925
- The Great Hall is considered the station's main attraction with its 219-foot-long barrel-vaulted skylight that soars 115 feet above the ground
- Because of extensive leaks in the existing skylight, Union Station hired Berglund to construct a new, higher performing skylight over the original system

Frank Lloyd Wright Unity Temple Restoration | Oak Park, IL

- Berglund Construction led a \$23 million restoration project to preserve, revitalize and modernize Unity Temple
- We took to heart our responsibility to ensure Unity Temple's functionality for future generations of congregants, architectural enthusiasts and the broader community

Museum of Science and Industry Exterior Restoration | Chicago, IL

- Restoration work on four different locations of the historical Museum of Science and Industry, located in Chicago's Hyde Park neighborhood
- Included masonry repairs, tuckpointing, facade cleaning, the installation of new PMMA roofing systems and the installation of scaffolding systems for access
- Work occurred at the museum's central pavilion, east pavilion, east and west link, and the museum's west staircase

Admirals Pointe Condominiums Restoration | Chicago, IL

- Exterior wall repair project at Admirals Pointe Condominiums in Chicago's River North neighborhood
- The project required rigging and moving swing stages to enable repairs throughout the 26-story building's facade, balconies and terraces
- Included replacing all exterior sealant around window frames and doors, repairing concrete cracks and spalls, tuckpointing, and painting the buildings facade



Steve Maggio

Vice President

Tenure in the Industry: 18 Years

Education

Bachelor of Science in Engineering,
Michigan State University

Professional Affiliations / Certifications

OHSA 10 Hour & 30 Hour Certified

CPR First Aid Certified

Bloodborne Pathogen Certified

As Vice President of Restoration, Steve is responsible for overseeing the successful completion of a wide range of projects, specializing in façade restoration and preservation construction management projects. He is also responsible for leading a team that excels in managing projects from preconstruction through project close out. Steve works closely with staff to ensure projects are delivered on time and that they exceed client's satisfaction.

Significant Projects

St. Nicholas Ukrainian Catholic Church | Chicago, IL

- Over the course of multiple years, our team has begun the process of repairing 13 of the exterior copper domes
- Scope of work includes the restoration and repair of intricate mosaic panels on the primary façade, brick and masonry repairs, clay tile roofing repairs, lightening protection repairs, and re-installation of the newly restored stained glass rosette window

JP Morgan Chase Bank | Chicago, IL

- 14'X12'X17' dimension chase tunnel consist of a pedestrian tunnel stacked above a vehicular tunnel
- Berglund worked directly with WJE to create inspection openings in the existing waterproofing and concrete structure, and then repairing those openings upon completion of the assessment

University of Chicago, International House | Chicago, IL

- Restoration of an eight story limestone building with an ornate tower
- Berglund scope of work includes limestone rebuild at bays, piers, and parapets
- The workscope also includes 100% envelope restoration, stone replacement, repairs and tuckpointing

University of Chicago, Judd Hall | Chicago, IL

- Berglund Construction performed an Exterior Restoration / Rehab of The University of Chicago's historic Charles H. Judd Hall
- The scope of work included a roof replacement, masonry facade repairs, and steel window repairs and replacement

University of Chicago, Rockefeller Chapel | Chicago, IL

- 58,600 sqft restoration repairs to the University of Chicago's Rockefeller Chapel facade
- The work included pipe scaffolding installation that ascended to the top of the 207 ft bell tower and around the northern half of the structure
- Berglund masons rebuilt the tower turrets and parapet walls, removed and re-installed all stained glass windows, and rebuilt the surrounding limestone tracery as necessary

Significant Projects

University of Chicago, Kelly Beecher Green | Chicago, IL

- 14'X12'X17' dimension chase tunnel consist of a pedestrian tunnel stacked above a vehicular tunnel
- Berglund worked directly with WJE to create inspection openings in the existing waterproofing and concrete structure, and then repairing those openings upon completion of the assessment

547 W Jackson | Chicago, IL

- Terra Cotta Façade inspection and repairs
- Sealant replacement at copings and belt courses

Dixon High School | Dixon, IL

- Multiphase restoration of Dixon High School which includes over 2,000 custom pieces of cast stone replacement, parapet rebuilds, lintel replacement, tuckpointing and brick replacement
- Berglund worked on an expedited schedule to ensure windows, lintels, and sills were completed prior to school resuming in the fall

River City Building | Chicago, IL

- River City Condominiums boasts a concrete shell exterior with metal-framed windows set in half ellipses styled concrete openings designed by Bertrand Goldberg
- Performed an exterior façade restoration of the uniquely serpentine shaped building which included radius concrete patching with ribs to match, EIFS replacement, and 100% glazing and perimeter sealant replacement
- Access for the repairs included 62 electric swing stage drops which included drops suspended over the marina with a custom built floating modular dock

211 & 205 W. Wacker | Chicago, IL

- Completing a multiyear phased project to maintain the exterior façade on these two terra cotta and brick façades in the heart of the loop
- Some repairs include: structural steel replacement, terra cotta repairs/replacement, sealant, tuckpointing and thru wall flashing

Columbia College Dance Studio | Chicago, IL

- Four-story Art Deco building was originally built in 1930 and currently serves as the dance center for Columbia College Chicago
- Reinforced concrete and brick structure clad in limestone
- Completing limestone replacement of over 200 pieces and the resetting of over 500 pieces
- Also included is 100% of tuckpointing and sealant of the north and east elevations

Project Role



Jason Scott

General Field Superintendent

Tenure in the Industry: 25 Years

Educational and Professional Affiliations

OSHA 10- & 30-Hour Certified

Supervisor Training and Accident
Reduction Techniques Certified

CPR First Aid Certified

Bloodborne Pathogen Certified

Cement Finishes Local #502

Jason will oversee our field operation with a focus on client needs, site logistics, constructibility, quality and scheduling. As superintendent, he will ensure the construction is as least disruptive as possible to your daily operations. As the day-to-day on-site contact, he will ensure that all work is of superior craftsmanship, all materials are installed meticulously and that the schedule is on target. Jason's ability to focus on the task at hand and his adept attention to detail makes him a valuable member of this project team.

Significant Projects

James A. Lovell Federal Health Care Center Building 4- North Chicago, IL

Berglund performed 100% tuckpointing of the building with select masonry replacement, roof coping replacement, replacement of north front porch including railings. Berglund also performed supervision and site coordination for the other trades performing roofing and window replacement scopes.

James A. Lovell Federal Health Care Center Building 134

Scope: Replacement of all window lintels and associated masonry on C-wing of building. Includes 100% tuckpointing and partial window perimeter sealant replacement. Status: In-progress

Great Lakes Naval Station Building 11

Scope: Tuckpointing and brick replacement of historic structure on Great Lakes Naval Station

School of the Art Institute of Chicago - Chicago, IL 162 N. State Street

Terra Cotta Facade Restoration. Berglund was tapped to perform the facade restoration of the building. Project included removal, replacement and reinstallation of select terra cotta units and repairs.

School of the Art Institute of Chicago - Chicago, IL 7 W. Madison Street

Berglund was tapped to perform the facade restoration of the third Floor Cornice Assembly and Parapet Walls. The Parapet Wall was reconstructed in its entirety and the building also received new skylights, window systems and roof.

U.S. Cellular Field – Chicago, IL

Tapped by the Illinois Sports Facility, Berglund is completing concrete repairs to select areas of the stadium.

Firm Overview

Berglund is a leading building and restoration firm, providing a full slate of facilities-related services – from historic preservation to the latest in construction technology and management – for clients across various markets.

Above all else, we are advocates for our clients – delivering projects on time, on budget, safely and efficiently. We offer new and innovative ways to deliver projects. Our goal is to be the definitive partner for our clients.

We obtain more than 80% of our projects from our repeat clients.

Officers
06

Preconstruction
11

Company Size

Berglund has a workforce of over 250 tradespeople with annual gross volume of \$250 million. At Berglund Construction, we view our client's projects from a special perspective.

Project Management
32

Four words set us apart from other construction managers:

- Relationships
- Process
- People
- Innovation

Supervision
44

This focus has a significant impact on the final project outcome and customer satisfaction.

Accounting and Support
11

Trades People
250



Background
Established in 1911, Berglund has a large staff of corporate professionals prepared for deployment throughout the Midwest and East Coast. Individuals work from corporate offices in Illinois, Indiana, Ohio and Florida.

Corporate Headquarters 8410 S. Chicago Ave. Chicago, IL 60617 p (773) 374-1000	Indiana Office 126 Venturi Dr. Chesterton, IN 46304 p (219) 926-4246
Chicago Office 111 E. Wacker Dr. Ste., 2450 Chicago, IL 60601 p (312) 726-6624	Florida Office 4616 Eagle Falls Place Tampa, FL 33619 p (813) 612-5765
Ohio Office 371 Maier Place B15 Columbus, OH 43215 p (773) 374-1000	Champaign Office 3301 Fields South Dr. Ste., 104 Champaign, IL 61822 p (773) 374-1000

Berglund Timeline

Berglund has spent the last century successfully tackling the Midwest's most challenging construction projects. Founded in 1911 on the Berglund family's core values of integrity and hard work, our third-generation family owned and operated company has grown over the years from a masonry maintenance business to a full-service construction firm. As we begin our next 100 years in business, take a look back at the milestones that have shaped our company.



1911

A Company is Born

Fred Berglund emigrates from Sweden to the United States and forms Berglund Maintenance Co., a masonry maintenance business, on Chicago's southeast side. The first clients included the Aurora Post Office, the City of Chicago and several local businesses.

1946

Passing The Torch

Fred Berglund's oldest son, Roger, comes to Chicago after serving in WWII and assumes a leadership position with the company. Roger is joined a few years later by his brother, Norman.

1996

Hello, Indiana

Berglund expands its geographical reach into Indiana by opening its Chesterton headquarters.

2000

Earning a Coveted Spot

Berglund lands on the Engineering News Record's Top 400 U.S. Contractors list. The firm remains on the list today.

2011

A Century of Success

Berglund celebrates its first 100 years in business.

2017

Hello, Florida

Berglund expands its geographical reach into Florida by opening its Tampa headquarters.

2019

Geographical Expansion

Berglund expands its geographical reach by opening its Champaign, Illinois and Columbus, Ohio offices.



1952

Expanding Our Services

Roger and Norman Berglund form Fred Berglund & Sons Inc., a general contracting company that specializes in self-performing many critical construction trades.

1960

Adding Customized Projects

The Berglund's launch NAB Millwork Inc. to supply custom millwork for construction projects in healthcare and education.

2005

Rapid Growth

In its 94th year of operation, Berglund realizes significant growth, completing more the \$200 million of projects.

2018

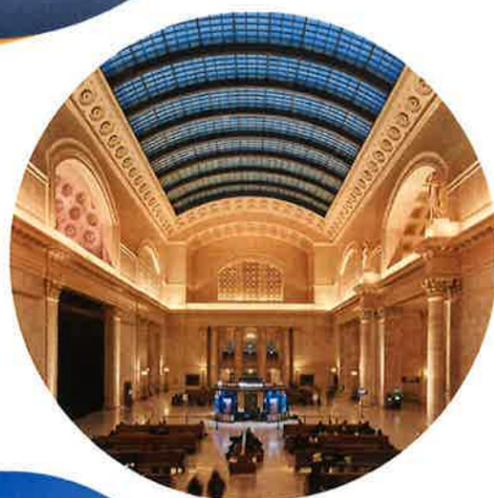
Corporate Landmark Award

Landmarks Illinois honored Berglund Construction with a Corporate Legendary Landmark Award; an exceptional company who is investing in the people and places that make Chicago one of the world's great cities.





Building The Future, Restoring The Past



Preconstruction

Berglund can positively influence projects final outcome through early, proactive involvement in project planning. Our preconstruction services go beyond estimates and schedules. Important building details are developed long before construction begins on facility.



Construction Management

Construction management is the overall planning, coordination and control of a project from beginning to completion. Construction Management is aimed at meeting client's requirements in order to produce a functionally and financially viable project.

BIM

The collaborative creation of intelligent, three-dimensional virtual models that are used to better understand the design, construction and operation of the project. Our in-house BIM team works through complex construction issues in virtual reality before they become expensive problems on the jobsite.

Building Restoration

Berglund helps you plan your restoration project, setting budget parameter and offering the option of a guaranteed maximum price. Single-source maintenance and repair, backed by Berglund's warranty, means your investment will remain safe and impressive for future generations.

Safety

Berglund is dedicated to protecting its employees, its subcontractors, the general public and the environment from potential hazards during construction. By implementing a comprehensive and effective safety program, we minimize the risk of incidences on our job sites while continuing to provide quality services.

Self-Perform

Berglund Construction's self-perform capabilities allow us to absolutely control schedule, quality and cost. We have developed highly effective management and reporting systems for staffing, scheduling, cost and budget control. Berglund employs more than 350 union tradesmen in various disciplines to self-perform critical work tasks.

Lean Construction

Lean construction is a scheduling and management method that increases the efficiency of construction processes. Berglund uses lean construction because it maximizes value and minimizes waste for our clients.







AIA® Document A105® – 2017

Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the Fourth day of October in the year Two Thousand Twenty Three
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Geneva, Illinois
1800 South Street
Geneva, Illinois 60134

and the Contractor:
(Name, legal status, address and other information)

Berglund Construction Company
8410 S. South Chicago Avenue
Chicago, Illinois 60617

for the following Project:
(Name, location and detailed description)

REPAIRS TO LIMESTONE RETAINING WALL
416 S. First Street (IL Rt. 31)
City of Geneva

The Architect:
(Name, legal status, address and other information)

DELETE ALL REFERENCES TO ARCHITECT

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The Owner and Contractor agree as follows.

Init.

TABLE OF ARTICLES

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- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated , and enumerated as follows:

Drawings:

Number	Title	Date
N/A		

Specifications: Work to be performed within The Secretary of Interiors Standard for Treatment of Historic Properties.

Section	Title	Pages

- .3 addenda prepared by the Architect as follows:

Number	Date	Pages
None		

Init.

- .4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and
- .5 other documents, if any, identified as follows:
 - 1.) City of Geneva Request For Proposal (RFP)
 - 2.) Berglund Construction Company's executed bid form, identified as Exhibit A, attached hereto made part hereof.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.
(Insert the date of commencement if other than the date of this Agreement.)

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:
(Check the appropriate box and complete the necessary information.)

Not later than () calendar days from the date of commencement.

By the following date: May 31, 2024

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

SIXTY-SEVEN THOUSAND FIVE HUNDRED & 00/100 DOLLARS (\$ 67,500.00)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:
(Itemize the Contract Sum among the major portions of the Work.)

Portion of the Work	Value
---------------------	-------

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:

(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

N/A

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:
(Identify each allowance.)

Item	Price
None	

§ 3.5 Unit prices, if any, are as follows:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified, by the Owner shall pay the Contractor, in accordance with Article 12, as follows:

(Insert below timing for payments and provisions for withholding retainage, if any.)

Progress payments due within sixty (60) days of invoice date. Notwithstanding the foregoing to the contrary, the final progress payment shall be not less than fifteen (15%) percent of the Contract Sum and shall not be paid to the Contractor until the Work is substantially completed and all punchlist items are corrected to the reasonable satisfaction of the Owner.

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

(Insert rate of interest agreed upon, if any.)

% Late payments in excess of sixty (60) days may be subject to fee of six percent (6%).

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

***See sample of Certificate of Insurance, identified as Exhibit B, attached hereto made part hereof, for coverage provided.**

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than * (\$) each occurrence, * (\$) general aggregate, and * (\$) aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than * (\$) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.5 Employers' Liability with policy limits not less than * (\$) each accident, (\$) each employee, and * (\$) policy limit.

§ 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.

§ 5.1.7 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits
N/A	

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents

(Paragraph deleted)

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below.

(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)

City of Geneva: Mr. Rich Babica, Director of Public Works: rbabica@geneva.il.us

Berglund Construction Company: Mr. Jack Tribbia, President – Restoration Division: jtribbia@berglundco.com

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such

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User Notes:

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default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Owner may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Owner.

§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Owner.

§ 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's information a Contractor's construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner have made a timely and reasonable objection.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 Warranty

The Contractor warrants to the Owner that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

§ 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

§ 8.7 Permits, Fees and Notices

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, and agents and employees of Owner, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

(Paragraphs deleted)

§ 9.3 The Owner will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Owner will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Owner's observations and evaluations of the Contractor's Applications for Payment, the Owner will review and certify the amounts due the Contractor.

§ 9.5 The Owner has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Owner will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Owner will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

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(Paragraphs deleted)

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Owner may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract. The Work shall be completed by May 31, 2024..

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Owner an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

§ 12.3 Certificates for Payment

The Owner will, within seven days after receipt of the Contractor's Application for Payment, either (1) approve a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue a Certificate for Payment for such amount as Owner determines is properly due, and notify the Contractor in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor the Owner's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice

Init.

to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

§ 12.4 Progress Payments

§ 12.4.1 the Owner shall make payment in the manner provided in the Contract Documents. [WHERE ARE THE CONTRACT DOCUMENTS?]

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Owner and the Owner will make an inspection to determine whether the Work is substantially complete. When the Owner determines that the Work is substantially complete, , and Owner will fix the time within which the Contractor shall finish all items on the list. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Owner will inspect the Work. When the Owner finds the Work acceptable and the Contract fully performed, the

Final payment shall not become due until the Contractor submits to the Owner releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

(Paragraph deleted)

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Owner as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

Init.

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User Notes:

(1815427170)

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Owner requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

- 1.) Terms and Conditions provided in RFP documents shall supersede AIA Document in which a conflict occurs.
- 2.) Liquidated Damages do not apply to this Contract. The RFP is incorporated into this Contract by reference was if fully set forth herein.

This Agreement entered into as of the day and year first written above.

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

CITY OF GENEVA, ILLINOIS

OWNER *(Signature)*

(Printed name and title)

Stephanie K. Dawkins
City Administrator

BERGLUND CONSTRUCTION COMPANY

CONTRACTOR *(Signature)*

Jack Tribbia, President - Restoration Division

(Printed name and title)

Additions and Deletions Report for AIA® Document A105® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:28:48 ET on 10/12/2023.

PAGE 1

AGREEMENT made as of the Fourth day of October in the year Two Thousand Twenty Three

...

City of Geneva, Illinois
1800 South Street
Geneva, Illinois 60134

...

Berglund Construction Company
8410 S. South Chicago Avenue
Chicago, Illinois 60617

...

REPAIRS TO LIMESTONE RETAINING WALL
416 S. First Street (IL Rt. 31)
City of Geneva

...

DELETE ALL REFERENCES TO ARCHITECT
PAGE 2

N/A

Specifications: Work to be performed within The Secretary of Interiors Standard for Treatment of Historic Properties.

...

None

PAGE 3

1.) City of Geneva Request For Proposal (RFP)
2.) Berglund Construction Company's executed bid form, identified as Exhibit A, attached hereto made part hereof.

...

By the following date: May 31, 2024

...

SIXTY-SEVEN THOUSAND FIVE HUNDRED & 00/100 DOLLARS (\$ 67,500.00)

...

N/A

...

None

PAGE 4

N/A

...

§ 4.1 Based on Contractor's Applications for Payment certified ~~by the Architect,~~ by the Owner shall pay the Contractor, in accordance with Article 12, as follows:

...

Progress payments due within sixty (60) days of invoice date. Notwithstanding the foregoing to the contrary, the final progress payment shall be not less than fifteen (15%) percent of the Contract Sum and shall not be paid to the Contractor until the Work is substantially completed and all punchlist items are corrected to the reasonable satisfaction of the Owner.

...

% Late payments in excess of sixty (60) days may be subject to fee of six percent (6%).

...

*See sample of Certificate of Insurance, identified as Exhibit B, attached hereto made part hereof, for coverage provided.

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than *(\$) each occurrence, *(\$) general aggregate, and *(\$) aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than *(\$) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

...

§ 5.1.5 Employers' Liability with policy limits not less than *(\$) each accident, (\$) each employee, and *(\$) policy limit.

...

N/A

PAGE 5

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; ~~and (2) the Architect, Architect's consultants, and any of their agents and employees,~~ and for damages caused by fire or

other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

...

~~Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.~~

...

City of Geneva: Mr. Rich Babica, Director of Public Works: rbabica@geneva.il.us

Berglund Construction Company: Mr. Jack Tribbia, President – Restoration Division: jtribbia@berglundco.com

...

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the ~~Architect~~ Owner may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the ~~Architect~~ Owner.

PAGE 6

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the ~~Architect~~ Owner.

...

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's ~~and Architect's~~ information a Contractor's construction schedule for the Work.

...

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, ~~through the Architect,~~ the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner ~~or Architect~~ have made a timely and reasonable objection.

...

The Contractor warrants to the Owner ~~and Architect~~ that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

PAGE 7

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, ~~Architect, Architect's consultants,~~ and agents and employees of ~~any of them.~~ Owner, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work,

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provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 — ARCHITECT

~~§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.~~

~~§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.~~

~~§ 9.3 The Architect-Owner will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect-Owner will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.~~

~~§ 9.4 Based on the Architect's-Owner's observations and evaluations of the Contractor's Applications for Payment, the Architect-Owner will review and certify the amounts due the Contractor.~~

~~§ 9.5 The Architect-Owner has authority to reject Work that does not conform to the Contract Documents.~~

~~§ 9.6 The Architect-Owner will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.~~

~~§ 9.7 On written request from either the Owner or Contractor, the Architect-Owner will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.~~

~~§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.~~

~~§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.~~

PAGE 8

~~§ 10.2 The Architect-Owner may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.~~

...

~~§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract. The Work shall be completed by May 31, 2024.~~

...

~~§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect-Owner an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner~~

~~or Architect~~ may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

...

The ~~Architect-Owner~~ will, within seven days after receipt of the Contractor's Application for Payment, either (1) ~~issue to the Owner approve~~ a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue ~~to the Owner~~ a Certificate for Payment for such amount as ~~the Architect-Owner~~ determines is properly due, and notify the Contractor ~~and Owner~~ in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor ~~and Owner of the Architect's the Owner's~~ reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the ~~Owner and Architect, Owner~~, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

PAGE 9

§ 12.4.1 ~~After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.~~ Documents. [WHERE ARE THE CONTRACT DOCUMENTS?]

...

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the ~~Architect-Owner~~ and the ~~Architect-Owner~~ will make an inspection to determine whether the Work is substantially complete. When the ~~Architect-Owner~~ determines that the Work is substantially complete, ~~the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and, and Owner will fix the time within which the Contractor shall finish all items on the list accompanying the Certificate.~~ list. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

...

§ 12.6.1 Upon receipt of a final Application for Payment, the ~~Architect-Owner~~ will inspect the Work. When the ~~Architect-Owner~~ finds the Work acceptable and the Contract fully performed, ~~the Architect will promptly issue a final Certificate for Payment.~~ the

Final payment shall not become due until the Contractor submits to the Owner releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

~~§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.~~

...

§ 14.1 The Contractor shall promptly correct Work rejected by the ~~Architect-Owner~~ as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

PAGE 10

§ 15.2.2 If the ~~Architect-Owner~~ requires additional testing, the Contractor shall perform those tests.

...

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the ~~Owner and Architect~~, Owner, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

PAGE 11

1.) Terms and Conditions provided in RFP documents shall supersede AIA Document in which a conflict occurs.

2.) Liquidated Damages do not apply to this Contract. The RFP is incorporated into this Contract by reference was if fully set forth herein.

...

CITY OF GENEVA, ILLINOIS

BERGLUND CONSTRUCTION COMPANY

...

Stephanie K. Dawkins

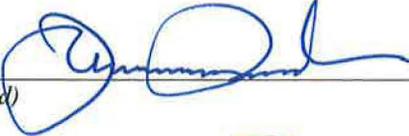
Jack Tribbia, President-Restoration Division

... City Administrator

LICENSE NO.:
JURISDICTION:

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, Jack Tribbia, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:28:48 ET on 10/12/2023 under Order No. 4104240170 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A105™ – 2017, Standard Short Form of Agreement Between Owner and Contractor, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)



(Title)

10.12.23

(Dated)

EXHIBIT A

Repairs to Limestone Retaining Wall
416 S First Street (IL RT 31)
City of Geneva

Submit Proposals to:

City of Geneva Public Works
Attn: Richard Babica
1800 South Street
Geneva, Illinois 60134

Proposals Deadline: Monday, August 7, 2023 at 4:00 PM

Date: August 7, 2023

Contact Name: John McHugh

Official Mailing Address: 8410 S. South Chicago Avenue

City/State/Zip Code: Chicago, IL 60617

Phone No. (include area code): 773-374-1000 x. 2205

EMAIL: jmchugh@berglundco.com

Fax No. (include area code): 773-374-0701

Business Address (if different): N/A

City/State/Zip Code: _____



EXHIBIT B CERTIFICATE OF LIABILITY INSURANCE

6/1/2024

DATE (MM/DD/YYYY)

5/24/2023

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 LOCKTON COMPANIES 500 West Monroe, Suite 3400 CHICAGO IL 60661 (312) 669-6900	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : American Contractors Insurance Group	NAIC #
INSURED 1486703 Berglund Construction Company 8410 S. South Chicago Ave Chicago IL 60617	INSURER B : State Auto Property and Casualty Insurance Company	25127
	INSURER C : XL Insurance America, Inc.	24554
	INSURER D : ACIG Insurance Company	19984
	INSURER E : Berkley Assurance Company	39462
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: 17326527 REVISION NUMBER: XXXXXXXX

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	N	N	GL23A00002	6/1/2023	6/1/2024	EACH OCCURRENCE	\$ 10,000,000
A	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			GL23B00002 (GL Excess)	6/1/2023	6/1/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
A				GL23C00002 (GL Excess)	6/1/2023	6/1/2024	MED EXP (Any one person)	\$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 10,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 10,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	\$ 10,000,000
								\$
B	AUTOMOBILE LIABILITY	N	N	BAP2483423	6/1/2023	6/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per person)	\$ XXXXXXXX
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per accident)	\$ XXXXXXXX
							PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX
								\$ XXXXXXXX
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	N	N	US00075532L123A	6/1/2023	6/1/2024	EACH OCCURRENCE	\$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 5,000,000
	DED RETENTION \$							\$ XXXXXXXX
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N	WCA000009223 (IL)	6/1/2023	6/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	WCA000015623 (MA)	6/1/2023	6/1/2024	E.L. EACH ACCIDENT	\$ 1,000,000
D	If yes, describe under DESCRIPTION OF OPERATIONS below			WCA000004823 (FL IN KY WI)	6/1/2023	6/1/2024	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
D				WCA000031523 (MN)	6/1/2023	6/1/2024	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
E	Professional/Pollution Liability	N	N	PCAB-5022281-0623	6/1/2023	6/1/2024	Per Claim: \$5,000,000 *Aggregate: \$5,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional/Pollution Aggregate limit is total insurance available for all claims presented within the policy period for operations of insured. Limit will be reduced by payments of indemnity and/or expenses.

CERTIFICATE HOLDER	CANCELLATION See Attachments
17326527 Evidence of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Evidence of Insurance

To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID **17326527**.

- Email: Chicagoedelivery@lockton.com
- Phone: 866-297-8023

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

The above inbox is for automating electronic delivery of certificates only. Please do NOT send future certificate requests to this inbox.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Companies

Lockton Companies
500 W. Monroe Street, Suite 3400
Chicago, IL 60661

ADDITIONAL INSURED – AUTOMATIC STATUS AS REQUIRED BY CONTRACT – BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Any person or organization that you are required by written contract to include as an additional insured on this policy if the contract is executed prior to the loss.

- A. Who is an Insured (Section II) is amended to include as an insured any person or organization shown in the above SCHEDULE (called additional insured), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of your premises or your operations for the additional insured, and only to the extent and for the minimum limits required in the written contract.
- B. The insurance provided to the additional insured is subject to the following limitations:
 - 1. Unless required by written contract, this insurance does not apply to "bodily injury" or "property damage" occurring after "your work" for the additional insured has been completed or after that portion of "your work" out of which the "bodily injury" or "property damage" arises has been put to its intended use by any person or organization, whichever occurs first.
 - 2. Unless specifically required by written contract, this insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence, act or omission of the additional insured.
 - 3. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" for which the additional insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement except to the extent that the additional insured would have been obligated to pay such damages in the absence of the contract or agreement.
 - 4. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional services by any insured or on any insured's behalf, including:
 - a) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, drawings or specifications; and
 - b) Supervisory, inspection, architectural or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.
 - 5. This endorsement shall not apply to a person or organization if any other additional insured endorsement attached to this policy specifically applies to that person or organization.
 - 6. The insurance afforded herein only applies to the extent permitted by applicable state law, including statutes governing additional insured coverage in the construction industry.
 - 7. The insurance afforded to the additional insured shall not exceed the minimum limits required in the written contract.
- C. In no event shall the insurance provided to the additional insured exceed the scope of coverage, including minimum limits, required by the contract. If a written contract or agreement requires that additional insured status be provided by the use of specified edition dates of the ISO CG2010 and/or CG2037, then the terms of that endorsement are incorporated into this endorsement as respects such additional insured and shall supersede the coverage grant and limitations in Sections A. and B. of this endorsement. In the event that CG2010 and/or CG2037 are required but no edition dates are specified, the 04/13 editions shall apply.
- D. This insurance is excess to any other insurance, whether primary, excess, contingent or on any other basis, available to the additional insured unless a written contract requires that this insurance be primary or primary and non-contributing. However, this insurance is always excess to other insurance, whether primary, excess, contingent or on any other basis, when the additional insured has been added to the other insurance as an additional insured.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: **Same as policy effective date unless otherwise indicated above.**
Policy Effective: 6/1/2023

Policy No.: GL23A00002

Endorsement No.:

Insured: Berglund Construction Company
Insurance Company: American Contractors Insurance Co. RRG

Premium \$

NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE – CERTIFICATE HOLDERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The certificate of insurance holders shown in the schedule below have requested that they receive written notice of cancellation, nonrenewal or material change with respect to this policy. If we decide to cancel, nonrenew or make a material change to this policy, we agree to mail or deliver sixty (60) days advance written notice to the certificate of insurance holders shown in the schedule below. However, if we are cancelling or nonrenewing due to nonpayment of premium, we will only provide the certificate of insurance holders shown in the schedule below with ten (10) days advance written notice.

The notice of cancellation, nonrenewal or material change will be mailed to the addresses provided to us by the certificate of insurance issuer. Proof of mailing will be considered sufficient proof of our good faith attempt to provide notice of cancellation, nonrenewal or material change to the certificate of insurance holders shown in the schedule below.

SCHEDULE

All certificate of insurance holders where written notice of cancellation, nonrenewal or material change to this policy is required by written contract, permit or agreement with the Named Insured.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: **Same as policy effective date unless otherwise indicated above.**

Policy Effective: 6/1/2023

Policy No.: GL23A00002

Endorsement No.:

Insured: Berglund Construction Company

Premium \$

Insurance Company: American Contractors Insurance Co RRG

AGGREGATE LIMITS OF INSURANCE (PER PROJECT)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is hereby understood and agreed the General Aggregate Limit under Section III, Limits of Insurance of the Coverage Form applies separately to each of your projects away from premises owned by or rented to you.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 6/1/2023

Policy No.: GL23A00002

Endorsement No.: 5

Policy Effective: 6/1/2023

Premium \$

Insured: Berglund Construction Company

Insurance Company: American Contractors Insurance Company Risk Retention Group

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person(s) or Organization(s):

Any person or organization for whom you have agreed by written contract to furnish this waiver.

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

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

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. **(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective: **Same as policy effective date unless otherwise indicated above.**

Policy Effective Date: 6/1/2023

Policy No.: GL23A00002

Endorsement No.:

Insured: Berglund Construction Company

Premium \$

Insurance Company: American Contractors Insurance Co RRG

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

Whoever the named insured is required by written contract executed prior to loss to waive rights of recovery against.

This endorsement does not apply to policies in California, Kentucky, New Jersey, Texas or Utah.
This endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications.
This endorsement does not apply to policies in Kansas for private construction contracts unless the construction project involved is a consolidated or wrap-up program.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: Same as Policy Effective Date unless otherwise indicated above.

Policy Effective Date: 6/1/2023

Policy No. WCA000009223

Endorsement No.

Premium \$

Insured Berglund Construction Company

Carrier Name/Code: ACIG Insurance Company

WC 00 03 13
(Ed. 04-84)

1983 National Council on Compensation Insurance.

NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE ENDORSEMENT

In the event of cancellation, nonrenewal or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

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

Schedule

1. Number of days advance notice:

60 days. However, in the case of cancellation or nonrenewal due to nonpayment of premium, only 10 days advance notice will be provided.

2. Notice will be mailed to:

All certificate holders where written notice of cancellation, nonrenewal or material change to this policy is required by written contract, permit or agreement with the Named Insured. The notice will be mailed to the addresses provided to us by the certificate of insurance issuer. Proof of mailing will be considered sufficient proof of our good faith attempt to provide written notice.

This endorsement is not applicable in the states of Arizona, Connecticut, New Jersey, North Carolina, Texas or Wisconsin.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
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WC 99 06 01

(Ed. 03-13)

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

Endorsement Effective: Same as Policy Effective Date unless otherwise indicated above.

Policy Effective Date: 6/1/2023

Policy #s WCA000004823
WCA000031523

Endorsement No.
Premium \$

Insured Berglund Construction Company

Carrier Name/Code: ACIG Insurance Company

WC 99 06 01
(Ed. 03-13)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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Endorsement Effective: Same as Policy Effective Date unless otherwise indicated above.

Policy Effective Date: 6/1/2023

Policy No. WCA000004823

Endorsement No.

Premium \$

Insured Berglund Construction Company

Carrier Name/Code: ACIG Insurance Company

WC 00 03 13
(Ed. 04-84)

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Endorsement Effective: Same as Policy Effective Date unless otherwise indicated above.

Policy Effective Date: 6/1/2023

Policy No. WCA000015623

Endorsement No.

Premium \$

Insured Berglund Construction Company

Carrier Name/Code: ACIG Insurance Company

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

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