

# **AIA® Document A101® – 2017**

## ***Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum***

**AGREEMENT** made as of the 17<sup>th</sup> day of March in the year 2023  
(In words, indicate day, month and year.)

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

Wheaton Park District  
102 E. Wesley Street  
Wheaton, IL 60187

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

Berglund Construction Company  
8410 S. Chicago Ave.  
Chicago, IL 60617

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

Rice Pool Filter Building Exterior Coating Project  
1777 S. Blanchard Rd.  
Wheaton, IL 60189

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

Klein & Hoffman  
150 S. Wacker Dr.  
Suite 1900  
Chicago, IL 60606

The Owner and Contractor agree as follows.

### **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 parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes:

(1649815879)

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## EXHIBIT A INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others. The omission of any material from the Specifications made a part of this Contract is not to be interpreted to the effect that omitted material will not be furnished by the Contractor. All material and labor, unless specifically indicated as being furnished by the Owner, must be furnished, installed and performed by the Contractor under the Contract Agreement.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

- ☐ The date of this Agreement.
- ☒ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

#### § 3.3 Substantial Completion

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§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:  
(Check one of the following boxes and complete the necessary information.)

☐ Not later than thirty ( 30 ) calendar days from the date of commencement of the Work weather permitting. Final completion shall be not later than the earlier of sixty (60) calendar days from the date of commencement of the Work or May 31, 2023, weather permitting. Any request for additional time due to weather shall be made per Section 8.3 of AIA A201-2017, General Conditions of the Contract for Construction.

☐ By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be forty-nine thousand dollars and zero cents (\$ 49,000.00 ), subject to additions and deductions as provided in the Contract Documents.

#### § 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
1) Prepare and coat masonry wall (2 coats) per manufacturer requirements as designated on the drawings, including masonry repairs as set forth in the bid documents regarding this Alternate.	\$6,000.00 (included in the Contract Sum)
2) Prepare and coat masonry walls (2 coats) per manufacturer requirements as designated on the drawings.	\$4,000.00 (included in the Contract Sum)

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.  
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum:  
(Identify each allowance.)

Item	Price
------	-------

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

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Item	Units and Limitations	Price per Unit (\$0.00)
<p>§ 4.5 Liquidated damages, if any:  <i>(Insert terms and conditions for liquidated damages, if any.)</i></p> <p>As set forth in Section 2 of the Special Conditions contained in the bid package.</p> <p><i>(Paragraphs deleted)</i></p> <p><b>ARTICLE 5 PAYMENTS</b></p> <p><b>§ 5.1 Progress Payments</b></p> <p>§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.</p> <p>§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:</p> <p>Payment shall be made in compliance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq).</p> <p>§ 5.1.3 Payment shall be made in compliance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq).  <i>(Federal, state or local laws may require payment within a certain period of time.)</i></p> <p>§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.</p> <p>§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.</p> <p>§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:</p> <p>§ 5.1.6.1 The amount of each progress payment shall first include:</p> <ol style="list-style-type: none"> <li>.1 That portion of the Contract Sum properly allocable to completed Work;</li> <li>.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and</li> <li>.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.</li> </ol> <p>§ 5.1.6.2 The amount of each progress payment shall then be reduced by:</p> <ol style="list-style-type: none"> <li>.1 The aggregate of any amounts previously paid by the Owner;</li> <li>.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;</li> <li>.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;</li> <li>.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and</li> </ol>		

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**.5 Retainage withheld pursuant to Section 5.1.7.**

**§ 5.1.7 Retainage**

**§ 5.1.7.1** For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

ten percent (10%)

*(Paragraphs deleted)*

**§ 5.1.7.2** Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

At Owner's sole discretion, retainage may be reduced to Five percent (5%) after completion of Fifty percent (50%) of the Work

**§ 5.1.7.3** Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage upon Substantial Completion.)*

**§ 5.1.8** If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

**§ 5.1.9** Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

**§ 5.2 Final Payment**

**§ 5.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1** the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2** a final Certificate for Payment has been issued by the Architect.

**§ 5.2.2** The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Payment shall be made in compliance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq)

**§ 5.3 Interest**

*(Paragraphs deleted)*

Payment shall be made in compliance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

**ARTICLE 6 DISPUTE RESOLUTION**

**§ 6.1 Initial Decision Maker**

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

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*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

## § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☒ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

*(Name, address, email address, and other information)*

Michael Benard, Executive Director  
102 E. Wesley Street  
Wheaton, IL 60187

§ 8.3 The Contractor's representative:

*(Name, address, email address, and other information)*

John McHugh

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(1649815879)



Vice President – Restoration Division  
Berglund Construction Company  
8410 S. Chicago Ave.  
Chicago, IL 60617  
jmchugh@berglundco.com cell (312) 696-4692

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

**§ 8.5 Insurance and Bonds**

§ 8.5.1 The Contractor shall purchase and maintain insurance as set forth in the Supplementary Conditions contained in the bid package materials.

§ 8.5.2 The Contractor shall provide bonds as set forth in in the Contract Documents as specifically set forth in the Instructions to Bidders.

*(Paragraphs deleted)*

**§ 8.7 Other provisions:**

§8.7.1 Notwithstanding any other provision of this Agreement, if either party is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Contract or to seek a declaration of rights under this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and expenses and costs incurred (including but not limited to expert fees, transcription fees, deposition costs, copying and other costs) pertaining thereto including those fees and costs related to any appeal.

§8.7.2 This Project is subject to the provisions of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*), providing for the payment of the prevailing rate of wage to all laborers, workmen and mechanics engaged in the Work. Contractor shall pay prevailing rates of wages in accordance with the Illinois Department of Labor's wage determination, and any subsequent determinations issued by the Illinois Department of Labor. These revisions may be accessed by computer at

<https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx><https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx>. Contractor is responsible for determining the applicable prevailing wage rates at the time of bid submission and at the time of performance of the Work. Failure of Contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. Contractor shall also comply with all other requirements of the Act including without limitation those pertaining to inclusion of required language in subcontracts, job site posting, maintenance and submission of certified payroll records and inspection of records. All certified payroll documents for this project shall be submitted directly to the Illinois Department of Labor ("IDOL") through the IDOL Certified Transcript of Payroll Portal, which can be accessed at: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/certifiedtranscriptofpayroll.aspx>.

All bonds provided by the Contractor and its subcontractors shall include a provision guarantying performance of the prevailing wage clause contained in the Contract. Notwithstanding anything else in this Agreement to the contrary, the Owner's obligation to make payment to Contractor shall be expressly contingent upon Contractor's timely submission of certified payrolls as required by the Prevailing Wage Act on forms promulgated by the Illinois Department of Labor. The Contractor shall insert into each subcontract a requirement that not less than the prevailing rate of wages shall be paid to all laborers, workers and mechanics performing work on the project and a requirement that each subcontractor insert a comparable requirement into each lower tiered subcontract.

§8.7.3 If any section, paragraph, clause phrase or portion of this Contract is for any reason determined by a court of competent jurisdiction to be invalid and unenforceable, such portion shall be deemed separate, distinct and an independent provision, and the court's determination shall not affect the validity or enforceability of the remaining portions of this Contract.

§8.7.4 This Contract shall be governed by the internal laws of the State of Illinois both as to interpretation and enforcement. In the event either party initiates litigation regarding or under this Contract, the only proper jurisdiction

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and venue shall be the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois and the parties to this Contract hereby waive any challenge to same.

**§8.7.5** This Contract contains the entire agreement between the parties. There are no covenants, promises, conditions, or understandings, either oral or written, other than those contained herein or those that may be added by amendment.

**§8.7.6** The Contractor shall provide a drug free workplace as provided for in Public Act 86-1459.

**§8.7.7** If the Park District fails to appropriate funds to enable continued payment of multi-year contracts/purchase orders, the Park District may cancel, without termination charges, by giving Contractor at least thirty (30) days prior written notice of termination.

**§8.7.8** The Contractor, its employees and subcontractors agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

**§8.7.9** Contractor warrants and represents that it has not violated, and will not violate, any provisions of the Illinois State Officials and Employees Ethics Act in responding to the solicitation for bids for the Contract.

**§8.7.10** The Park District does not pay Federal Excise Tax or Illinois Sales Tax.

**§8.7.11** The terms and conditions of this Contract shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

## ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

**§ 9.1** This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor  
(Paragraph deleted)
- ..3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4

- .5 Drawings

Number	Title	Date
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- .6 Specifications

Section	Title	Date	Pages
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- .7 Addenda, if any:

Number	Date	Pages
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Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits:  
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

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[ ] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this Agreement.)

[ ] The Sustainability Plan:

Title	Date	Pages
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[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Invitation to Bid; Instructions to Bidders; General Conditions; Supplementary and/or Special Conditions, if any; Drawings, Specifications, Scope of Work, Contractor Bid Form, Addenda, if any; Contractors Compliance and Certifications Attachment; Substance Abuse Certification; Prevailing Wage Determination and Supersedes Notice; Performance Bond and Labor Material Payment Bond and proof of insurance.

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

  
OWNER (Signature)

Michael Benard Executive Director  
(Printed name and title)

  
CONTRACTOR (Signature)

Jack Tribbia, President - Restoration Division  
(Printed name and title)

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User Notes:

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# Additions and Deletions Report for AIA® Document A101® – 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 10:20:38 ET on 03/17/2023.

## PAGE 1

AGREEMENT made as of the 17<sup>th</sup> day of March in the year 2023

...

Wheaton Park District  
102 E. Wesley Street  
Wheaton, IL 60187

...

Berglund Construction Company  
8410 S. Chicago Ave.  
Chicago, IL 60617

...

Rice Pool Filter Building Exterior Coating Project  
1777 S. Blanchard Rd.  
Wheaton, IL 60189

...

Klein & Hoffman  
150 S. Wacker Dr.  
Suite 1900  
Chicago, IL 60606

## PAGE 2

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others. The omission of any material from the Specifications made a part of this Contract is not to be interpreted to the effect that omitted material will not be furnished by the Contractor. All material and labor, unless specifically indicated as being furnished by the Owner, must be furnished, installed and performed by the Contractor under the Contract Agreement.

...

☒ A date set forth in a notice to proceed issued by the Owner.

## PAGE 3

☐ Not later than thirty ( 30 ) calendar days from the date of commencement ~~of the Work of the Work~~ weather permitting. Final completion shall be not later than the earlier of sixty (60) calendar days from the date of commencement of the Work or May 31, 2023, weather permitting. Any request for

additional time due to weather shall be made per Section 8.3 of AIA A201-2017, General Conditions of the Contract for Construction.

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be forty-nine thousand dollars and zero cents (\$ 49,000.00 ), subject to additions and deductions as provided in the Contract Documents.

...

1) Prepare and coat masonry wall (2 coats) per manufacturer requirements as designated on the drawings, including masonry repairs as set forth in the bid documents regarding this Alternate.	<u>\$6,000.00 (included in the Contract Sum)</u>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------

2) Prepare and coat masonry walls (2 coats) per manufacturer requirements as designated on the drawings.	<u>\$4,000.00 (included in the Contract Sum)</u>
----------------------------------------------------------------------------------------------------------	--------------------------------------------------

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As set forth in Section 2 of the Special Conditions contained in the bid package.

~~§ 4.6 Other:~~

~~(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)~~

...

Payment shall be made in compliance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq).

~~§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ( ) days after the Architect receives the Application for Payment. Payment shall be made in compliance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq).~~

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ten percent (10%)

~~§ 5.1.7.1.1 The following items are not subject to retainage:~~

~~(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)~~

...

At Owner's sole discretion, retainage may be reduced to Five percent (5%) after completion of Fifty percent (50%) of the Work

...

Payment shall be made in compliance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq)

...

~~Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.)~~

~~—%~~

Payment shall be made in compliance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

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[ ☒ ] Litigation in a court of competent jurisdiction

...

Michael Benard, Executive Director  
102 E. Wesley Street  
Wheaton, IL 60187

...

John McHugh  
Vice President – Restoration Division  
Berglund Construction Company  
8410 S. Chicago Ave.  
Chicago, IL 60617  
jmchugh@berglundco.com cell (312) 696-4692

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~~§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™ 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents the Supplementary Conditions contained in the bid package materials.~~

~~§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™ 2017 Exhibit A, and elsewhere in the Contract Documents. in the Contract Documents as specifically set forth in the Instructions to Bidders.~~

~~§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201 2017, may be given in accordance with AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:~~

~~(If other than in accordance with AIA Document E203 2013, insert requirements for delivering notice in electronic format 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.)~~



§8.7.1 Notwithstanding any other provision of this Agreement, if either party is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Contract or to seek a declaration of rights under this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and expenses and costs incurred (including but not limited to expert fees, transcription fees, deposition costs, copying and other costs) pertaining thereto including those fees and costs related to any appeal.

§8.7.2 This Project is subject to the provisions of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.), providing for the payment of the prevailing rate of wage to all laborers, workmen and mechanics engaged in the Work. Contractor shall pay prevailing rates of wages in accordance with the Illinois Department of Labor's wage determination, and any subsequent determinations issued by the Illinois Department of Labor. These revisions may be accessed by computer at

<https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx> <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx>. Contractor is responsible for determining the applicable prevailing wage rates at the time of bid submission and at the time of performance of the Work. Failure of Contractor to make such determination shall not relieve it of its obligations in accordance with the Contract Documents. Contractor shall also comply with all other requirements of the Act including without limitation those pertaining to inclusion of required language in subcontracts, job site posting, maintenance and submission of certified payroll records and inspection of records. All certified payroll documents for this project shall be submitted directly to the Illinois Department of Labor ("IDOL") through the IDOL Certified Transcript of Payroll Portal, which can be accessed at: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/certifiedtranscriptofpayroll.aspx>.

All bonds provided by the Contractor and its subcontractors shall include a provision guarantying performance of the prevailing wage clause contained in the Contract. Notwithstanding anything else in this Agreement to the contrary, the Owner's obligation to make payment to Contractor shall be expressly contingent upon Contractor's timely submission of certified payrolls as required by the Prevailing Wage Act on forms promulgated by the Illinois Department of Labor. The Contractor shall insert into each subcontract a requirement that not less than the prevailing rate of wages shall be paid to all laborers, workers and mechanics performing work on the project and a requirement that each subcontractor insert a comparable requirement into each lower tiered subcontract.

§8.7.3 If any section, paragraph, clause phrase or portion of this Contract is for any reason determined by a court of competent jurisdiction to be invalid and unenforceable, such portion shall be deemed separate, distinct and an independent provision, and the court's determination shall not affect the validity or enforceability of the remaining portions of this Contract.

§8.7.4 This Contract shall be governed by the internal laws of the State of Illinois both as to interpretation and enforcement. In the event either party initiates litigation regarding or under this Contract, the only proper jurisdiction and venue shall be the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois and the parties to this Contract hereby waive any challenge to same.

§8.7.5 This Contract contains the entire agreement between the parties. There are no covenants, promises, conditions, or understandings, either oral or written, other than those contained herein or those that may be added by amendment.

§8.7.6 The Contractor shall provide a drug free workplace as provided for in Public Act 86-1459.

§8.7.7 If the Park District fails to appropriate funds to enable continued payment of multi-year contracts/purchase orders, the Park District may cancel, without termination charges, by giving Contractor at least thirty (30) days prior written notice of termination.

§8.7.8 The Contractor, its employees and subcontractors agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

§8.7.9 Contractor warrants and represents that it has not violated, and will not violate, any provisions of the Illinois State Officials and Employees Ethics Act in responding to the solicitation for bids for the Contract.

§8.7.10 The Park District does not pay Federal Excise Tax or Illinois Sales Tax.



~~§8.7.11 The terms and conditions of this Contract shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.~~

PAGE 8

- ~~.2 AIA Document A101™ 2017, Exhibit A, Insurance and Bonds~~
- ~~.3 AIA Document ..3 AIA Document A201™ 2017, General Conditions of the Contract for Construction~~
- ~~.4 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~  
(Insert the date of the E203 2013 incorporated into this Agreement.)

PAGE 9

~~Invitation to Bid; Instructions to Bidders; General Conditions; Supplementary and/or Special Conditions, if any; Drawings, Specifications, Scope of Work, Contractor Bid Form, Addenda, if any; Contractors Compliance and Certifications Attachment; Substance Abuse Certification; Prevailing Wage Determination and Supersedes Notice; Performance Bond and Labor Material Payment Bond and proof of insurance.~~

...

Michael Benard Executive Director

Fred Berglund President

## ***Certification of Document's Authenticity***

**AIA® Document D401™ – 2003**

I, Brian J. Armstrong, 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 10:20:38 ET on 03/17/2023 under Order No. 2114298796 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

*Brian J. Armstrong*  
(Signed) \_\_\_\_\_

Attorney  
(Title) \_\_\_\_\_

March 17, 2023  
(Dated) \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/1/2023

3/17/2023

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).

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

**COVERAGES** **CERTIFICATE NUMBER:** 19417076 **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	Y	N	GL22A00002	6/1/2022	6/1/2023	EACH OCCURRENCE \$ 10,000,000
A	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			GL22B00002 (GL Excess)	6/1/2022	6/1/2023	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
A				GL22C00002 (GL Excess)	6/1/2022	6/1/2023	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"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 10,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 10,000,000
							\$
B	<b>AUTOMOBILE LIABILITY</b>	N	N	BAP2483423	6/1/2022	6/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$ XXXXXXXX
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$ XXXXXXXX
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
							\$ XXXXXXXX
C	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR	N	N	US00075532L122A	6/1/2022	6/1/2023	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						\$ XXXXXXXX
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	Y/N	N	WCA000009222 (IL)	6/1/2022	6/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> N	N/A	WCA000015622 (FL)	6/1/2022	6/1/2023	E.L. EACH ACCIDENT \$ 1,000,000
D	If yes, describe under DESCRIPTION OF OPERATIONS below			WCA000004822 (IN, WI)	6/1/2022	6/1/2023	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
				WCA000026022 (MN)	6/1/2022	6/1/2023	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional/Pollution Liability	N	N	PCAB-5018284-0622	6/1/2022	6/1/2023	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. RE: 223036 - Wheaton Park District - Rice Pool - 1777 S. Blanchard Road, Wheaton, IL 60189. Wheaton Park District and Klein & Hoffman are included as additional insureds if required by written contract with respect to General Liability per the terms and conditions of the policy.

**CERTIFICATE HOLDER****CANCELLATION** See Attachments**19417076**Wheaton Park District  
102 E Weasley Street  
Wheaton IL 60187

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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Wheaton Park District

**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 **19417076**.

- Email: [Chicagoedelivery@lockton.com](mailto: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**

## 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: 6/1/2022

Policy No.: GL22A00002

Endorsement No.:

Insured: Berglund Construction Company

Premium \$

Insurance Company: American Contractors Insurance Co. RRG



## 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,

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: 6/1/2022

Policy No.: GL22A00002

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,

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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: 6/1/2022

Policy No.: GL22A00002

Endorsement No.: 5

Policy Effective: 6/1/2022

Premium \$

Insured: Berglund Construction Company

Insurance Company: American Contractors Insurance Company Risk Retention Group

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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,

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: 6/1/2022                      Policy No.: GL22A00002                      Endorsement No.:  
  
Insured: Berglund Construction Company                      Premium \$  
Insurance Company: American Contractors Insurance Co RRG

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 00 03 13**

(Ed. 04-84)

**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: 6/1/2022

Policy No. WCA000009222

Endorsement No.

WCA 0000260 22

in \$

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

Policy Effective Date: 6/1/2022

Policy No. WCA000009222

Endorsement No.

Insured Berglund Construction Company

WCA 0000260 22

premium \$

Carrier Name/Code: ACIG Insurance Company

**WC 99 06 01**

(Ed. 03-13)



**NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE ENDORSEMENT**

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*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.  
(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: 6/1/2022

Policy No. WCA000004822

Endorsement No.

Premium \$

Insured Berglund Construction Company

Carrier Name/Code: ACIG Insurance Company

**WC 99 06 01**

(Ed. 03-13)

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 00 03 13**

(Ed. 04-84)

**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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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: 6/1/2022

Policy No. WCA000004822

Endorsement No.

Premium \$

Insured Berglund Construction Company

Carrier Name/Code: ACIG Insurance Company

**WC 00 03 13**

(Ed. 04-84)

**NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE ENDORSEMENT**

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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.  
(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: 6/1/2022 Policy No. WCA000015622 Endorsement No. Premium \$

Insured Berglund Construction Company

Carrier Name/Code: ACIG Insurance Company

**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.

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Policy No. WCA000015622

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.

