

**PUBLIC BUILDING COMMISSION OF CHICAGO
PROFESSIONAL SERVICES AGREEMENT FOR
CONSTRUCTION MANAGEMENT RISK (CMAR) SERVICES
PS3021E**

THIS AGREEMENT (“Agreement”) is made and entered into as of the 12th day of December, 2018, by and between the Public Building Commission of Chicago, located at 50 West Washington Street, Chicago, Illinois 60602 (“**PBC**” or “**Commission**”) and [Berglund Construction](#), located at 8410 South Chicago Avenue, Chicago, Illinois (the “**Construction Manager**”).

TERMS AND CONDITIONS

1. Description of Services. PBC hereby engages the Construction Manager to perform certain pre-construction services as more fully described in **EXHIBIT A** hereof (the “**Services**”) with respect to the renovation and rehabilitation, improvement and or construction of the Poe Classical Elementary School located at 10538 South Langley Avenue, Chicago, Illinois (the “**Project**”).

2. Performance Standard. The Construction Manager represents and agrees that the Services performed under this Agreement will proceed with efficiency, promptness and diligence and will be executed in a competent and thorough manner, in accordance with reasonable professional standards in the field. The Construction Manager shall promptly provide notice to the PBC if it identifies any problem or issue that may affect the performance of the Services or the Project. The Construction Manager further represents that it will assign at all times during the performance of the Services the number of experienced, appropriately trained employees necessary for the Construction Manager to perform the Services in the manner required by this Agreement.

3. Failure to Meet Performance Standards. If the Construction Manager fails to comply with its obligations under the standards of this Agreement, the Construction Manager must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure.

4. Compensation. The Commission shall compensate the Construction Manager for the Services in the manner set forth in **EXHIBIT H** hereof, or as modified by written authorization. The Construction Manager shall submit all invoices, no more frequently than once every thirty (30) days, in an electronic format using the ODCM System. Failure to submit invoices through ODCM will result in delayed or non-payment to the Construction Manager. The total amount of compensation to be paid by the Commission for the Services shall not exceed the sum of **\$6,000,000.00**.

5. Compliance with Laws. In performing the Services under this Agreement, the Construction Manager shall comply with all applicable federal, state and local governmental laws, regulations, orders, and other rules of duly constituted authority applicable to the Project. The Construction Manager further agrees that it will comply with all applicable provisions of resolutions adopted by PBC’s Board of Commissioners including, without limitation, the Code of Ethics Resolution adopted on October 3, 2011 and the Inspector General Resolution adopted on October 1, 2010.

6. Indemnity. The Construction Manager shall defend, indemnify and hold the PBC, the Board of Education of the City of Chicago and the City of Chicago and their respective commissioners, officers, agents, officials, and employees (the "Indemnified Parties") harmless against any and all claims, demands, suits, losses, costs and expenses (including but not limited to attorney's fees) for personal injury and property damage, arising out of or in connection with the Services performed by the Construction Manager, or any person employed or retained by the Construction Manager, to the maximum extent permitted by law. The Construction Manager's obligation to defend, indemnify and hold the Indemnified Parties harmless shall survive the expiration, termination or cancellation of this Agreement and shall include the payment of any and all attorneys' fees and costs incurred by the Indemnified Parties in defending any such claim.

7. Insurance. The Construction Manager shall procure and maintain at all times, at the Construction Manager's expense, workers compensation, comprehensive general liability, professional liability and automobile liability insurance, in amounts specified by the PBC, as set forth in **EXHIBIT C**, and which name the Indemnified Parties as an additional insured on a primary, non-contributory basis.

8. Changes to the Services. The PBC may from time to time request changes to the Services or the terms of this Agreement. Such changes, including any increase or decrease in the amount of compensation and revisions to the duration of the Services, which are mutually agreed upon by and between the PBC and the Construction Manager, shall be incorporated in a written amendment to this Agreement. The PBC shall not be liable for any changes absent such written amendment of this Agreement.

9. Ownership of Documents. All documents, data, studies and reports prepared by the Construction Manager or any party engaged by the Construction Manager, pertaining to the Project and/or the Services shall be the property of the PBC including copyrights.

10. Termination or Suspension. The PBC reserves the right, at any time, to terminate this Agreement, with or without cause, by written notice to the Construction Manager at least thirty (30) days prior to the effective date of the termination. In addition, PBC shall have the right, at any time and from time to time, with or without cause, to suspend the performance of the Services by the Construction Manager with respect to all or any part of the Services by providing written notice to the Construction Manager. Termination or suspension shall not relieve the Construction Manager of liability for the performance of any obligation performed or to have been performed on or before the effective date of termination or suspension. PBC agrees to pay to the Construction Manager in accordance with this Agreement all compensation and reimbursement due to the Construction Manager for periods up to the effective date of the termination or suspension.

11. Time Is Of The Essence. Time is of the essence for this Agreement.

12. No Waivers. Any failure by the PBC to enforce any provision of this Agreement shall not constitute a waiver of the provision or prejudice the right of the PBC to enforce the provision at any subsequent time.

13. Independent Contractor. In performing the Services under this Agreement, the Construction Manager shall at all times be an independent contractor, and does not and must not act or represent itself as an agent or employee of the PBC.

14. Confidentiality. All of the reports, information, or data prepared or assembled by the Construction Manager under this Agreement are confidential, and the Construction Manager agrees that such reports, information or data shall not be made available to any party without the prior written approval of the PBC. In addition, the Construction Manager shall not, without the prior written consent of the PBC, prepare or distribute any news releases, articles, brochures, advertisements or other materials concerning this Agreement, the Project or the Services.

15. Notices. All notices and other communications required under this Agreement must be given in writing by personal delivery, United States mail, or registered mail, addressed to the respective parties at the addresses indicated above.

16. Remedies. The remedies reserved in this Agreement are cumulative and in addition to any other remedies provided in law or equity.

17. Governing Law. The laws of the State of Illinois shall govern this Agreement.

18. Choice of Forum. Any suit regarding this Agreement or breach of any of the terms hereof shall be brought only in courts located in Chicago, Illinois; and the parties consent to the jurisdiction of the courts located in Chicago, Illinois.

19. Non-assignment. The Construction Manager shall not delegate or assign any rights or claims under this Agreement, or for breach thereof, without prior written consent of the PBC, and any such attempted delegation or assignment shall be void.

20. Headings. Headings used in this Agreement are for convenience and reference only and shall not affect the interpretation of this Agreement.

21. Partial Invalidity. If any provision of this Agreement is or becomes void or unenforceable for any reason, the other provisions will remain valid and enforceable.

22. Amendments. Oral statements and understandings are not valid or binding, and this Agreement may not be changed or amended except by a written amendment signed by both parties.

23. Binding Effect. This Contract shall be binding upon the parties hereto and their respective permitted successors and assignees.

24. Entire Agreement. This Contract, and its accompanying exhibits, constitutes the entire understanding and agreement between the parties hereto and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof, all of which communications.

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EXECUTION PAGE

**PUBLIC BUILDING COMMISSION
OF CHICAGO**

Lori E. Lightfoot
Lori E. Lightfoot
Chairman

Date: _____

ATTEST:

Lori Ann Lypson
Lori Ann Lypson
Secretary

Date: _____

Approved as to form and legality:

Amne J. Zredd 10/28/19
Neal & Leroy, LLC

CONSTRUCTION MANAGER:

Berglund Construction

Fred Berglund
President or Authorized Designee

10/8/2019
Date

AFFIX CORPORATE
SEAL, IF ANY, HERE

County of Cook

State of Illinois

Subscribed and sworn to before me by Fred Berglund -and- _____ on behalf of the
Construction Manager this 10th day of OCT, 2019.

Merrell F. Jones
Notary Public

My Commission expires: 6/18/2020
(SEAL OF NOTARY)



14. Confidentiality. All of the reports, information, or data prepared or assembled by the Construction Manager under this Agreement are confidential, and the Construction Manager agrees that such reports, information or data shall not be made available to any party without the prior written approval of the PBC. In addition, the Construction Manager shall not, without the prior written consent of the PBC, prepare or distribute any news releases, articles, brochures, advertisements or other materials concerning this Agreement, the Project or the Services.

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EXHIBITS

The following Exhibits are a part of and fully incorporated into this Agreement:

| | |
|-----------|----------------------------------|
| Exhibit A | Description of Services |
| Exhibit B | Licenses and General Information |
| Exhibit C | Disclosure Affidavit |
| Exhibit D | Legal Actions |
| Exhibit E | Joint Venture (if applicable) |
| Exhibit F | Disclosure of Retained Parties |
| Exhibit G | Insurance |
| Exhibit H | Compensation |

Exhibit A

Description of Services

**(ATTACHED HERETO AND INCORPORATED HEREIN)
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Description of Services

The Construction Manager will advise, consult with and assist the Commission with respect to scope of the work that can be achieved within the budget and time constraints, existing conditions, site use and improvements, materials, building systems and equipment, construction feasibility, actions that may minimize the adverse effects of labor and/or material shortages, time requirements for procurement, installation and construction, and issues associated with construction costs, including estimates of alternative design and materials, preliminary budgets and possible economies (the "Pre-Construction Services"). Specific services to be performed by the Construction Manager include the following:

A.1 Review and analyze all available documentation relating to the Project including but not limited to transfer documents from User Agency, schedule, program, scope, budget, and the design documents prepared by the Architect.

A.2 Consult with the Commission and the User Agency regarding the goals and requirements for the Project, including site logistics and the proposed schedule for the commencement and completion of construction activities.

A.3 Schedule and attend regular meetings with the Commission, the User Agency and the Architect to discuss the scope of the project, site and building availability, cost estimates, schedule considerations and other issues related to the implementation of the Project. Prepare and distribute minutes of all project meetings within three (3) business days as applicable.

A.4 Review the design documents prepared by the Architect of Record for issues related to clarity, consistency, constructability, coordination among the trades and any features that appear to be ambiguous, confusing, conflicting or erroneous. In addition, provide design assist, as needed.

A.5 Report to the Commission, the User Agency and the Architect in writing any and all errors and/or omissions, inconsistencies and ambiguities that Construction Manager discovers in the design documents.

A.6 Report to the Commission, the User Agency and the Architect of Record any instance of non-compliance of the design documents with pertinent laws, statutes, ordinances, codes, rule or regulations applicable to the Project.

A.7 Recommend to the Commission and the User Agency potential value engineering and constructability alternatives for the Project, and provide cost savings suggestions and best value recommendations.

A.8 Perform value analysis to identify cost, constructability, and facility operations efficiencies. In addition, ensure that the Project sustainability goals are achieved.

A.9 Prepare detailed cost estimates supporting any and all value analyses, taking into consideration applicable constructability issues that may decrease the duration of the construction schedule and/or decrease the construction costs.

A.10 Prepare Project schedule information as requested by the Commission.

A.11 Prepare Budget GMPs for review by the Commission.

A.12 Prepare an overview of the current budget estimate compared to the Commission's budget.

A.13 Prepare a detailed comparison and reconciliation of the current budget estimate to the previous budget estimate, with an explanation of any variance by component.

A.14 Prepare a summary of all approved cost revisions, alternates, and variances. Create and maintain a cost control system that compares the Project GMP with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes.

A.15 The Construction Manager shall analyze the Architect of Record's originally submitted and as altered and re-drafted Construction Documents and make recommendations to the Commission as to ways and methods to reduce the costs of constructing the Project to a sum which does not exceed the Project

A.16 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the GMP to supplement the information contained in the Drawings and Specifications.

A.17 The Construction Manager shall also include Budget GMP Contingencies and Allowances in amounts approved by the Commission, to help reduce the risks assumed by the Construction Manager in providing the GMP for the Project. The Commission and the Construction Manager acknowledge that the contingencies are included to adjust the estimates for eventualities that have not been taken into precise account in the establishment of the Budget GMP.

A.18 In the event that the proposed Project GMP exceeds the Project Construction Budget, the Commission may elect at its discretion to direct the Construction Manager to work in conjunction with the Architect of Record to re-design the Project.

A.19 The Construction Manager shall:

- Develop bid packages for all materials and work and provide full assignment, coordination and responsibility for the work. Provide the Commission a checklist of the Construction Managers bidding and procurement process, from beginning to end, for the Commission's review and approval.
- Prepare bidding strategy(ies) including bid packaging and permitting strategy for review and approval by the Commission and the User Agency. At a minimum the bidding strategies shall contain, (a) project scope, (b) cost estimate, (c) schedule (d) identify long lead items (e) proposed bidders and procurement methodology, (f) proposed MBE/WBE/ participation, (g) proposed minority and female hiring plans with labor force projections, (h) proposed City of Chicago resident participation, and (i) proposed community hiring plan/initiatives.
- Prepare a Notice of Bid Opportunity for the Commission's approval. Upon the Commission's approval, bid the work in accordance with Section 20 of the Public Building Commission Act, 50 ILCS 20/20.
- Maintain accurate records of the bid notification process for each package. Provide a copy of these records to the Commission within three (3) business days of posting notification.
- During the bidding period the Construction Manager, in conjunction with the Architect of Record, shall prepare and review material with the Commission. Approval by the Commission must be received prior to issuing any addendum. The Construction Manager may distribute written addendum to address questions raised by potential subcontractors. In addition, the format of the addendum shall correspond with the Commission's format.

- Schedule and administer Bid Opening(s) in accordance with Commission's Procurement protocol and in the presence of the Commission's Project Manager(s), Procurement, and Compliance staff at a location designated by the Commission.
- Prepare and distribute bid packages, as required, for the project. Ensure that this activity is fully coordinated with the Commission, its consultants, and the Architect prior to distributing the bid packages. Ensure that the "Issue for Bid" Contract Documents include all constructability review comments.
- Review and verify all necessary Instruction to Bidders, Proposal Forms, Contract Forms, General Conditions and Special Conditions of the contract supplied by the Commission.
- Evaluate base bids, alternate proposals, unit prices, and such other data as may be pertinent
- Determine the lowest responsive and responsible bidder. Recommend the award of a Subcontract for each scope of work to the Commission in writing.
- Conduct and manage scope review sessions with all bidders upon submittal of bids with the Commission and its consultants to determine lowest responsive responsible bidder, as required, at a location designated by the Commission. Prepare and distribute written summaries of each scope review session to the Commission.
- At the direction of the Commission, make appropriate adjustments to the Project GMP via an amendment to the Agreement if the Commission discovers any inconsistencies or inaccuracies in the information presented.
- Establish and maintain an open line of communication with the entire team, including the Commission and its consultants throughout the project duration.
- In connection with communications, the Construction Manager shall submit all required project documentation through the Commission's web based document controls system

A.20 The Construction Manager receives authorization from the Commission to award a Subcontract for Work or to issue a purchase order for materials or equipment required for the Project in accordance with the Project Summary Schedule. The Construction Manager shall prepare a subcontract for execution by the successful bidder.

A.21 Prepare and Identify strategies that will assist in facilitating construction activities, which can reduce the overall construction duration.

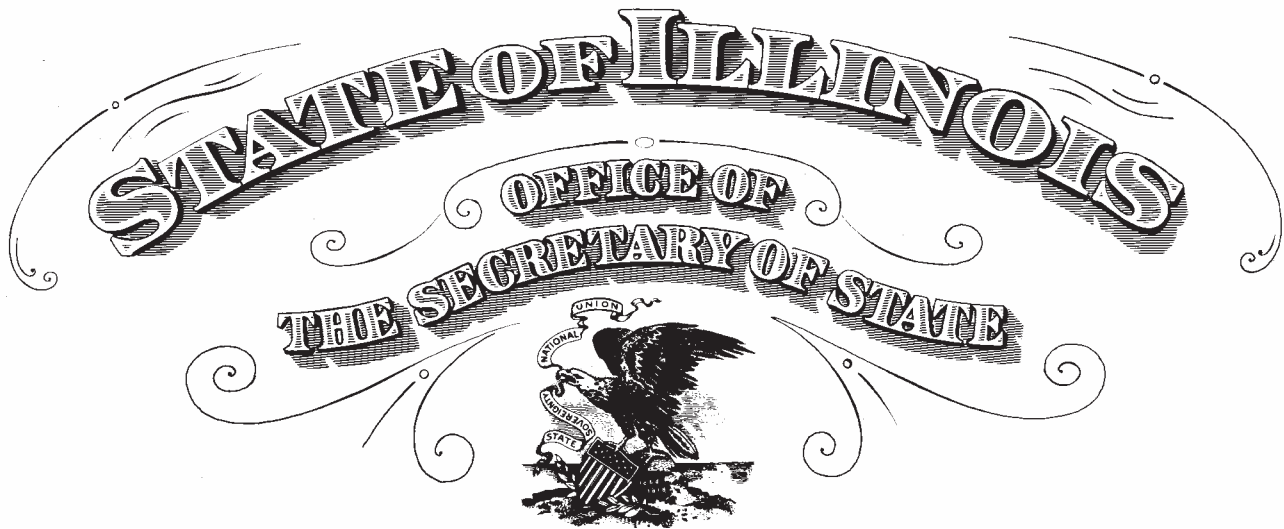
A.22 Upon issuance of the building permit(s), direct the issuance of the "Issue for Construction" drawings for each approved bid package with the Architect to ensure completeness and accuracy.

A.23 Coordinate and conduct pre-construction conferences with all bidders, as necessary, to review all contract requirements at a location designated by the Commission. Prepare and issue meeting minutes, as required.

Exhibit B

Licenses and General Information

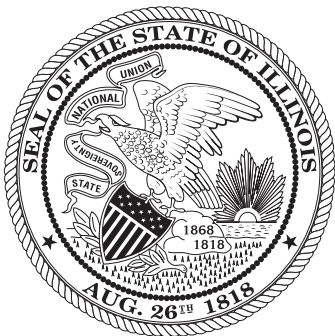
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To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

BERGLUND CONSTRUCTION COMPANY, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON JUNE 08, 1946, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 30TH day of NOVEMBER A.D. 2018 .

Jesse White

SECRETARY OF STATE

Authentication #: 1833402156 verifiable until 11/30/2019
Authenticate at: <http://www.cyberdriveillinois.com>

**City of Chicago
Department of Buildings
General Contractor's Licenses**

BY THE AUTHORITY OF THE CITY OF CHICAGO, THE FOLLOWING LICENSE IS HEREBY GRANTED TO :

BERGLUND CONSTRUCTION COMPANY
8410 SOUTH CHICAGO AVENUE
CHICAGO IL 60617-

LICENSE CLASS: (A) ALL PROJECTS - NO RESTRICTIONS



LICENSE NUMBER: TGC04379

CERTIFICATE NUMBER: GC04379-15

FEE: \$ 2000

DATE ISSUED: 04/10/2018

DATE EXPIRES: 05/05/2019

THIS LICENSE IS NON-TRANSFERABLE

THIS LICENSE IS ISSUED AND ACCEPTED SUBJECT TO THE REPRESENTATIONS MADE ON THE APPLICATION FOR SAID LICENSE. THIS LICENSE MAY BE SUSPENDED OR REVOKED FOR CAUSE AS PROVIDED BY LAW. THE ABOVE LICENSEE SHALL OBSERVE AND COMPLY WITH ALL LAWS, ORDINANCES, RULES AND REGULATIONS OF THE UNITED STATES, STATE OF ILLINOIS, COUNTY OF COOK AND CITY OF CHICAGO AND ALL AGENCIES THEREOF.

A handwritten signature in cursive script, appearing to read 'Rahm Emanuel'.

**Rahm Emanuel
Mayor**

A handwritten signature in cursive script, appearing to read 'Judith Frydland'.

**Judith Frydland
Commissioner**

Exhibit C

Disclosure Affidavit

**(ATTACHED HERETO AND INCORPORATED HEREIN)
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FORM C – DISCLOSURE AFFIDAVIT

I. HISTORY AND OWNERSHIP OF RESPONDENT FIRM

Any firm proposing to conduct any business transactions with the Public Building Commission of Chicago must complete this Disclosure Affidavit. Please note that in the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a completed Disclosure Affidavit.

The undersigned Fred Berglund, as President
Name Title

and on behalf of Berglund Construction Company
 ("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

| RESPONDENT | | | |
|--|-------------------------------|-------------------|----------------|
| Name of Firm: | Berglund Construction Company | | |
| Address: | 8410 S. South Chicago Avenue | | |
| City/State/Zip: | Chicago, IL 60617 | | |
| Telephone: | (773) 374-1000 | Facsimile: | (773) 374-0701 |
| FEIN: | 362058060 | SSN: | N/A |
| Email: | fberglund@berglundco.com | | |
| Nature of Transaction: | | | |
| <input type="checkbox"/> Sale or purchase of land <input checked="" type="checkbox"/> Construction Contract <input type="checkbox"/> Professional Services Agreement <input type="checkbox"/> Other _____ | | | |

II. DISCLOSURE OF OWNERSHIP INTERESTS

| Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, all Bidders/Proposers shall provide the following information with their Bid/Proposal. If the question is not applicable, answer "NA". If the answer is none, please answer "none". | |
|---|--|
| <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Joint Venture | <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Not-for-profit Corporation <input type="checkbox"/> Other: _____ |

FORM C – DISCLOSURE AFFIDAVIT

A. CORPORATIONS AND LLC'S

| | | |
|--|---|--|
| State of Incorporation or Organization: | | Illinois |
| If outside of Illinois, is your firm authorized to conduct business in the State Of Illinois: | | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| City/State/ZIP: | Chicago, IL 60617 | |
| Telephone: | (773) 374-1000 | |
| Identify the names of all officers and directors of the business entity. <i>(Please attach list if necessary.)</i> | | |
| Name | Title | |
| Fred Berglund | President | |
| | | |
| | | |
| | | |
| | | |
| Identify all shareholders whose ownership percentage exceeds 7.5% of the business entity. <i>(Please attach list if necessary.)</i> | | |
| Name | Address | Ownership Interest Percentage |
| Fred Berglund | 8410 S. South Chicago Ave. Chicago, IL 60617 | 100% % |
| | | % |
| | | % |
| | | |
| | | |
| LLC's only, indicate Management Type and Name: | | |
| <input type="checkbox"/> Member-managed | <input type="checkbox"/> Manager-managed | Name: _____ |
| Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities? | | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <i>If yes, please provide the above information, as applicable, for each such corporation or entity such that any person with a beneficial ownership interest of 7.5% or more in the corporation contracting in the PBC is disclosed. For example, if Corporation B owns 15% of Corporation A, and Corporation A is contracting with the PBC, then Corporation B must complete a Disclosure Affidavit. If Corporation B is owned by Corporations C and D, each of which owns 50% of Corporation B, then both Corporations C and D must complete Disclosure Affidavits.</i> | | |

FORM C – DISCLOSURE AFFIDAVIT

B. PARTNERSHIPS

| If the bidder/proposer or contractor is a partnership, indicate the name of each partner and the percentage of interest of each therein. Also indicate, if applicable, whether General Partner (GP) or Limited Partner (LP). | | |
|--|------|-------------------------------|
| Name | Type | Ownership Interest Percentage |
| N/A | N/A | N/A % |
| | | % |
| | | % |
| | | % |
| | | % |

C. SOLE PROPRIETORSHIP

| The bidder/proposer or contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary: | |
|--|---|
| <i>If the answer is no, please complete the following two sections.</i> | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest. | |
| Name of Principal(s) | |
| N/A | |
| | |
| | |
| | |
| If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may be exercised. | |
| Name | Address |
| N/A | N/A |
| | |
| | |
| | |

FORM C – DISCLOSURE AFFIDAVIT

III. CONTRACTOR CERTIFICATION

A. CONTRACTORS

1. The Contractor, or any affiliated entities of the Contractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification:
 - a. Bribe or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
 - b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
 - c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging² in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of Submission of this bid, proposal or response.
3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating⁴ in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating.
4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code entitled "Office of the Inspector General" and all provisions of the Public Building Commission Code of Ethics Resolution No.5339, as amended by Resolution No. 5371.
5. The Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency.
 - b. Have not within a three-year period preceding this bid or proposal been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (5)(b) above; and
 - d. Have not within a three-year period preceding this bid or proposal had one or more public transactions (federal, state or local) terminated for cause or default.

FORM C – DISCLOSURE AFFIDAVIT

B. SUBCONTRACTORS

1. The Contractor has obtained from all subcontractors being used in the performance of this contract or agreement, known by the Contractor at this time, disclosures substantially in the form of Section 1, and certifications substantially in the form of Section 2, of this Disclosure Affidavit. Based on such disclosures and certification(s), and any other information known or obtained by the Contractor, is not aware of any such subcontractor or subcontractor's affiliated entity or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described as prohibited in this document; (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating, or having made an admission of guilt of the conduct described in Section 2 which is matter of record but has/have not been prosecuted for such conduct.
2. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract or agreement, but not yet known by the Contractor at this time, certifications substantially in the form of this certification. The Contractor shall not, without the prior written permission of the Commission, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, became aware of such subcontractor, subcontractor's affiliated entity or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described as prohibited in this document of or (b) bid-rigging, bid-rotating or any similar offenses of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described as prohibited in this document which is a matter of record but has/have not been prosecuted for such conduct. The Contractor shall cause such subcontractors to certify as to all necessary items. In the event any subcontractor is unable to certify to a particular item, such subcontractor shall attach an explanation to the certification.
3. For all subcontractors to be used in the performance of this contract or agreement, the Contractor shall maintain for the duration of the contract all subcontractors' certifications required by this document and Contractor shall make such certifications promptly available to the Public Building Commission of Chicago upon request.
4. The Contractor will not, without the prior written consent of the Public Building Commission of Chicago, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification substantially in the form of this certification.
5. The Contractor hereby agrees, if the Public Building Commission of Chicago so demands, to terminate its subcontractor with any subcontract if such subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract. The Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontract as required by this certification.

C. STATE TAX DELINQUENCIES

1. The Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.
2. Alternatively, the Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.
3. If the Contractor is unable to certify to any of the above statements, the Contractor shall explain below. Attach additional pages if necessary.

FORM C – DISCLOSURE AFFIDAVIT

If the letters “NA”, the word “None” or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

4. If any subcontractors are to be used in the performance of this contract or agreement, the Contractor shall cause such subcontractors to certify as to paragraph (C)(1) or (C)(2) of this certification. In the event that any subcontractor is unable to certify to any of the statements in this certification, such subcontractor shall attach an explanation to this certification.

D. OTHER TAXES/FEEES

1. The Contractor is not delinquent in paying any fine, fee, tax or other charge owed to the City of Chicago.
2. If Contractor is unable to certify to the above statement, Contractor shall explain below and (attach additional pages if necessary).

If the letters “NA”, the word “None” or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

E. PUNISHMENT

1. A Contractor who makes a false statement material to Section II(A)(2) of this certification commits a Class 3 felony. 720 ILCS 5/33E-11(b).

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

1. The Contractor is not a party to any pending lawsuits against the City of Chicago or the Public Building Commission of Chicago nor has Contractor been sued by the City of Chicago or the Public Building Commission of Chicago in any judicial or administrative proceeding.
2. If the Contractor cannot certify to the above, provide the (1) case name; (2) docket number; (3) court in which the action is or was pending; and (4) a brief description of each such judicial or administrative proceeding. Attach additional sheets if necessary.

If the letters “NA”, the word “None” or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

G. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

- A. Neither the Contractor nor any affiliated entity of the Contractor has, during a period of five years prior to the date of execution of this Affidavit: (1) violated or engaged in any conduct which violated federal, state or local environmental restriction, (2) received notice of any claim, demand or action, including but not limited to citations and warrants, from any federal, state or local agency exercising executive, legislative, judicial, regulatory or administrative functions relating to a violation or alleged violation of any federal, state or local statute, regulation or other environmental restriction; or (3) been subject to any fine or penalty of any nature for failure to comply with any federal, state or local statute, regulation or other environmental restriction.

If the Contractor cannot make the certification contained in the above paragraph, identify any exceptions (attach additional pages if necessary):

If the letters “NA”, the word “None” or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

FORM C – DISCLOSURE AFFIDAVIT

- B. Without the prior written consent of the Public Building Commission of Chicago, Contractor will not employ any subcontractor in connection with the contract or proposal to which this Affidavit pertains without obtaining from such subcontractor a certification similar in form and substance to the certification contained in Paragraph A of this Section III prior to such subcontractor's performance of any work or services or furnishing any goods, supplies or materials of any kind under the proposal or the contract to which this Affidavit pertains.
- C. Until completion of the Contract's performance under the proposal or contract to which this Affidavit pertains, the Contractor will not violate any federal, state or local statute, regulation or other Environmental Restriction, whether in the performance of such contract or otherwise.

H. INCORPORATION INTO CONTRACT AND COMPLIANCE

The above certification shall become part of any contract awarded to the Contractor set forth on page 1 of this Disclosure Affidavit and are a material inducement to the Public Building Commission of Chicago's execution of the contract, contract modification or contract amendment with respect to which this Disclosure Affidavit is being executed and delivered on behalf of the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

I. VERIFICATION

Under penalty of perjury, I certify that I am authorized to execute this Disclosure Affidavit on behalf of the Contractor set forth on page 1, that I have personal knowledge of all the certifications made herein and that the same are true.

The Contractor must report any change in any of the facts stated in this Affidavit to the Public Building Commission of Chicago within 14 days of the effective date of such change by completing and submitting a new Disclosure Affidavit. Failure to comply with this requirement is grounds for your firm to be deemed non-qualified to do business with the PBCC. Deliver any such new Disclosure Affidavit to: Public Building Commission of Chicago, Director of Compliance, 50 W. Washington, Room 200, Chicago, IL 60602.

Fred Berglund
Signature of Authorized Officer
Fred Berglund
Name of Authorized Officer (Print or Type)
President
Title
(773) 771-9085
Telephone Number

State of Illinois

County of Cook

Signed and sworn to before me on this 28th day of January, 2019 by

Merrell Jones (Name) as Administrative Assistant (Title) of

Berglund Construction (Bidder/Proposer/Respondent or Contractor)

Merrell F. Jones
Notary Public Signature and Seal

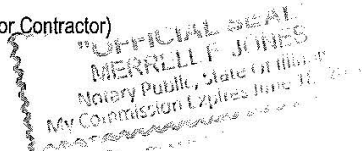


Exhibit D

Legal Actions

**(ATTACHED HERETO AND INCORPORATED HEREIN)
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FORM D – LEGAL ACTIONS

I. LEGAL ACTIONS

If the answer to any of the questions below is **YES**, you must provide a type-written, brief description, and/or explanation on a separate sheet following this page. Each question must be answered.

| Question | Yes | No |
|---|--------------------------|-------------------------------------|
| Has the firm or venture been issued a notice of default on any contract awarded to it in the last 3 years? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Does the firm or venture have any legally filed judgments, claims (liquidated damages, or other), arbitration proceedings or suits pending or outstanding against the firm or venture or its officers? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| If the answer to the preceding question is "Yes", provide the requisite explanation on a separate sheet and enter the dollar amount of claims or judgments and the contract value of the contract on which the claim was filed _____. | | |
| Within the past 3 years has the firm or venture been a party to any lawsuits or arbitration proceedings with regard to any contracts? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Within the last 3 years, has any officer or principal of the firm or venture ever been an officer or principal of another organization that failed to complete any contract as a result of termination, litigation, arbitration or similar matter? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Has any key person with the firm or venture or its predecessor ever been convicted of or charged with any state or federal crime (excluding traffic violations), including but not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, receipt of stolen property, criminal anti-trust violations, bid-rigging or bid-rotating? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Has the firm or venture ever been temporarily or permanently debarred from contract award by any federal, state, or local agency? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Within the last 3 years, has the firm or venture been investigated or assessed penalties for any statutory or administrative violations (including but not limited to MBE, WBE, EEOC violations)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Has the firm or venture ever failed to complete any work awarded to it? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Exhibit E

Joint Venture

**(ATTACHED HERETO AND INCORPORATED HEREIN)
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Exhibit F

Disclosure of Retained Parties

(ATTACHED HERETO AND INCORPORATED HEREIN)
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FORM I – DISCLOSURE OF RETAINED PARTIES

Disclosure of Retained Parties

Pursuant to Resolution No. 5339, as amended by Resolution No. 5371, of the Board of the Public Building Commission of Chicago, the apparent low Bidder is required to submit a fully executed Disclosure of Retained Parties within five (5) days of receipt of notice that it is the apparent low bidder.

A. Definitions and Disclosure Requirements

1. As used herein, "Contractor" means a person or entity that has any contract or lease with the Public Building Commission of Chicago ("Commission").
2. Commission contracts and/or qualification submittals must be accompanied by a disclosure statement providing certain information about any lobbyists whom the Contractor has retained or expects to retain with respect to the contract or lease. In particular, the Contractor must disclose the name of each such person, his or her business address, the name of the relationship, and the amount of fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the Contractor's regular payroll.
3. "Lobbyists" means any person a) who for compensation or on behalf of any person other than himself undertakes to influence any legislative or administrative action, or b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

B. Certification

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction: N/A

a. Description of goods or services to be provided under Contract
N/A

2. Name of Contractor: Berglund Construction

3. EACH AND EVERY lobbyist retained or anticipated to be retained by the Contractor with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary.

Check here if no such persons have been retained or are anticipated to be retained:

Retained Parties:

| Name | Business Address | Relationship (Lobbyists, etc.) | Fees (indicate whether paid or estimated) |
|------|------------------|-----------------------------------|--|
| N/A | N/A | N/A | N/A |
| | | | |
| | | | |
| | | | |
| | | | |

FORM I – DISCLOSURE OF RETAINED PARTIES

- 4. The Contractor understands and agrees as follows:
 - a. The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information provided herein. Furthermore, if the Commission determines that any information provided herein is false, incomplete, or inaccurate, the Commission may terminate the contract or other transaction; terminate the Contractor's participation in the contract or other transactions with the Commission.
 - b. If the Contractor is uncertain whether a disclosure is required, the Contractor must either ask the Commission whether disclosure is required or make the disclosure.
 - c. This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The Contractor waives and releases any possible rights or claims it may have against the Commission in connection with the public release of information contained in the completed Disclosure of Retained Parties form and any attachments.

Under penalty of perjury, I certify that I am authorized to execute this Disclosure of Retained Parties on behalf of the Contractor and that the information disclosed herein is true and complete.

The Contractor also certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet the Agency requirements and have not violated any City or Sister Agency policy, codes, state, federal or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the Contractor becomes aware of such information, it must immediately disclose it to the Commission.

Fred Berglund
Signature

January 28, 2019
Date

Fred Berglund
Name (Type or Print)

President
Title

Subscribed and sworn to before me
this 28th day of January, 2019

(SEAL)

Merrell F. Jones
Notary Public

Commission expires: 6/18/2020

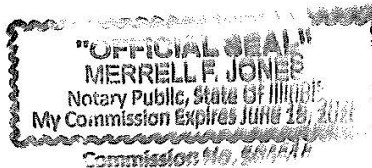


Exhibit G

Insurance

**(ATTACHED HERETO AND INCORPORATED HEREIN)
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/2/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | | | | | | | | | | | |
|---|--|---|-----------------|---|-------|---|-------|--|--|--|-------|---|-------|
| PRODUCER Assurance Agency, Ltd 1750 E Golf Road Suite 1100 Schaumburg IL 60173 | CONTACT NAME: Samantha Ritchie PHONE (A/C. No. Ext): (847) 463-7305 FAX (A/C. No): (847) 440-9123 E-MAIL ADDRESS: sritchie@assuranceagency.com | | | | | | | | | | | | |
| INSURER(S) AFFORDING COVERAGE | | | | | | | | | | | | | |
| INSURED BERGLUC001 Berglund Construction Company 8410 S. South Chicago Ave Chicago IL 60617 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>INSURER A : American Contractors Insurance</td> <td style="text-align: right;">NAIC # 12300</td> </tr> <tr> <td>INSURER B : XL Insurance America, Inc.</td> <td style="text-align: right;">24554</td> </tr> <tr> <td>INSURER C : ACIG Insurance Company</td> <td style="text-align: right;">19984</td> </tr> <tr> <td>INSURER D : Steadfast Insurance</td> <td></td> </tr> <tr> <td>INSURER E : AGCS Marine Insurance Company</td> <td style="text-align: right;">22837</td> </tr> <tr> <td>INSURER F : State Auto Property and Casualty Insurance Co.</td> <td style="text-align: right;">25127</td> </tr> </table> | INSURER A : American Contractors Insurance | NAIC # 12300 | INSURER B : XL Insurance America, Inc. | 24554 | INSURER C : ACIG Insurance Company | 19984 | INSURER D : Steadfast Insurance | | INSURER E : AGCS Marine Insurance Company | 22837 | INSURER F : State Auto Property and Casualty Insurance Co. | 25127 |
| INSURER A : American Contractors Insurance | NAIC # 12300 | | | | | | | | | | | | |
| INSURER B : XL Insurance America, Inc. | 24554 | | | | | | | | | | | | |
| INSURER C : ACIG Insurance Company | 19984 | | | | | | | | | | | | |
| INSURER D : Steadfast Insurance | | | | | | | | | | | | | |
| INSURER E : AGCS Marine Insurance Company | 22837 | | | | | | | | | | | | |
| INSURER F : State Auto Property and Casualty Insurance Co. | 25127 | | | | | | | | | | | | |

COVERAGES

CERTIFICATE NUMBER: 2135901320

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--|----------|------------------------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY | Y | Y | GL18A00002 GL18C00002 | 6/1/2018 6/1/2018 | 6/1/2019 6/1/2019 | EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$ |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | |
| F | AUTOMOBILE LIABILITY | Y | Y | BAP247092700 | 6/1/2018 | 6/1/2019 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | | | |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB | Y | | US00075532L18A | 6/1/2018 | 6/1/2019 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ |
| | <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | Y | WCA000009218 WCA000015618 | 6/1/2018 6/1/2018 | 6/1/2019 6/1/2019 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input checked="" type="checkbox"/> N | N/A | | | | |
| D | Professional/Pollution Liability | | | EOC399931711 | 6/1/2018 | 6/1/2019 | Each Occurrence: \$5,000,000 |
| E | Leased & Rented Builders Risk | | | MZI93072283 | 6/1/2018 | 6/1/2019 | Limit: \$8,300,000 Per Location: \$20,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, 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.

519001 - CPS Poe Elementary Annex
 10538 S Langley Road Chicago, IL 60628

It is agreed that the following are added as Additional Insured, when required by written contract, on the General Liability with respect to operations performed by the Named Insured in connection with this project:
 See Attached...

CERTIFICATE HOLDER

CANCELLATION

| | |
|--|---|
| Public Building Commission of Chicago 50 West Washington Street Room 200 Chicago IL 60602 <p style="text-align: right; color: red; font-weight: bold;">APPROVED JLB 4/2/2019</p> | 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 |
|--|---|

AGENCY CUSTOMER ID: BERGLUCO01

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

| | | | |
|---------------------------------|-----------|---|--|
| AGENCY Assurance Agency, Ltd | | NAMED INSURED Berglund Construction Company 8410 S. South Chicago Ave Chicago IL 60617 | |
| POLICY NUMBER | | EFFECTIVE DATE: | |
| CARRIER | NAIC CODE | (Empty) | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Moody-Nolan Associates and their consultants; Chicago Public Schools; Public Building Commission of Chicago; The City of Chicago; The Board of Education of the City of Chicago, and their respective board members, employees, elected and appointed officials, and representatives;

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: 6/1/2018

Policy No.: GL18A00002

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, 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: 6/1/2018

Policy No.: GL18A00002

Endorsement No.:

Insured: Berglund Construction Company

Premium \$

Insurance Company: American Contractors Insurance Co RRG

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: 6/1/2018

Policy No.: GL18A00002

Endorsement No.:

Insured: Berglund Construction Company

Premium \$

Insurance Company: American Contractors Insurance Co RRG

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.
(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: 6/1/2018

Policy No. WCA000009218

Endorsement No.

Premium \$

Insured Berglund Construction Company

Carrier Name/Code: ACIG Insurance Company

WC 99 06 01

(Ed. 03-13)

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.
(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: 6/1/2018

Policy No. WCA000015618

Endorsement No.

Premium \$

Insured Berglund Construction Company

Carrier Name/Code: ACIG Insurance Company

WC 99 06 01

(Ed. 03-13)

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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 Limits of Insurance, Section III, 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: 6/1/2018

Policy No.: GL18A00002

Endorsement No.: 0

Policy Effective: 6/1/2018

Premium\$

Insured: Berglund Construction Company

Insurance Company: American Contractors Insurance Company Risk Retention Group

Countersigned By _____

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: 6/1/2018

Policy No. WCA000015618

Endorsement No.

Premium \$

Insured Berglund Construction Company

Carrier Name/Code: ACIG Insurance Company

WC 00 03 13

(Ed. 04-84)

Exhibit H

Compensation

**(ATTACHED HERETO AND INCORPORATED HEREIN)
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INITIAL GUARANTEED MAXIMUM PROJECT COST

Berglund Construction Poe Classical School Annex & Renovations - PS3021E

| DESCRIPTION | COST |
|---|----------------------------|
| 1. General Conditions | <u>\$341,174.00</u> |
| 2. Payment and Performance Bond & Insurance | <u>\$173,368.00</u> |
| Payment and Performance Bond | \$42,000.00 |
| Insurance | \$68,028.00 |
| Subcontractor Default Insurance | \$63,340.00 |
| 3. Construction (A+B) | |
| A. Pre-Construction Services | <u>\$202,650.00</u> |
| B. Cost of the Work | |
| Cost of Construction (General Requirements + Cost of Construction) | <u>\$4,232,958.43</u> |
| Site Work Allowance | \$100,000.00 |
| Moisture Mitigation Allowance | \$91,580.00 |
| CCTV Allowance | \$75,000.00 |
| Environmental Allowance | \$50,000.00 |
| CM's Contingency | \$200,000.00 |
| Commission's Contingency | \$335,000.00 |
| C. Allowances and Contingencies TOTAL | <u>\$851,580.00</u> |
| TOTAL Cost of the Work (Pre-Construction, Cost of Construction + Allowances + CM Contingency + Commission's Contingency) (A+B+C) | <u>\$5,287,188.43</u> |
| 4. Construction Manager's Fee (percentage of the total value of line 3) | <u>3.75%</u> |
| | <u>\$198,269.57</u> |
| The Guaranteed Maximum Project Cost Proposal will be the added values of Lines 1 + 2 + 3 + 4 | <u>\$6,000,000</u> |

¹Unused portions of all contingencies and allowances will be returned to the Project's budget and ultimately, the User Agency (CPS)