

PROPOSER SUMMARY SHEET
RFP #24-011
Police Department Firing Range and EOC Facility Project

Business Name: **AGAE Contractors, Inc.**
Street Address: **189 Gordon St**
City, State, Zip: **Elk Grove Village, IL 60007**
Contact Name: **Frank Kutschke**
Title: **President**
Phone: **773-777-2240** Fax: **773-777-2243**
E-Mail address: **info@agaecontractors.com**

Price Proposal

GRAND TOTAL PROPOSAL PRICE \$ **10,584,000.00**
**(Include all Allowances in Price)*

***ALLOWANCES (TO BE INCLUDED IN GRAND TOTAL PROPOSAL PRICE)**

Include \$20,000 Site Work allowance allocated for work modifications as determined by the Village of Orland Park.
Include \$10,000 Rough Carpentry allowance for work modifications as determined by the Village of Orland Park.
Include \$10,000 Electrical allowance for work modification as determined by the Village of Orland Park.
Include \$10,000 Mechanical allowance for work modifications as determined by the Village of Orland Park.
Include \$15,000 Switch Gear allowance for work modifications as determined by the Village of Orland Park.
Include \$15,000 Sign allowance for signage as determined by the Village of Orland Park.

AUTHORIZATION & SIGNATURE

Name of Authorized Signee: **Frank Kutschke**

Signature of Authorized Signee: 

Title: **President** Date: **03/19/2024**



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

AGAE Contractors, Inc.
189 Gordon St.
Elk Grove Village, IL 60007

SURETY:

(Name, legal status and principal place of business)

Euler Hermes North America Insurance Company
100 International Dr, 22nd Floor
Baltimore, MD 21202

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

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

BOND AMOUNT: * TEN PERCENT OF ACCOMPANYING BID *****

PROJECT:

(Name, location or address, and Project number, if any)

Village of Orland Park - Police Department Firing Range and EOC Facility Project

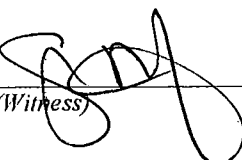
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 19th day of March, 2024


(Witness)


(Witness)

AGAE Contractors, Inc.

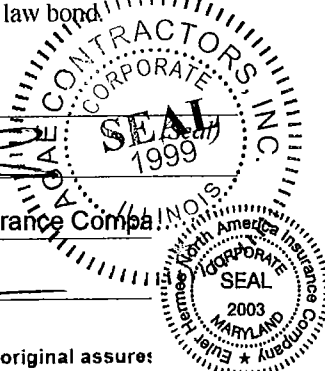
(Principal)

(Title) Frank Kutschke, President

Euler Hermes North America Insurance Company

(Surety)

(Title) David Kotula, Attorney-in-Fact



CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assure changes will not be obscured.

Init.

G-23208-B

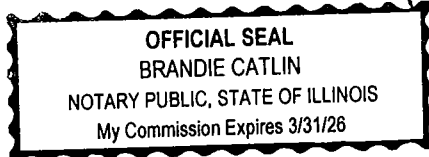
ss.

STATE OF IL

COUNTY OF WILL

I, Brandie Catlin, Notary Public of Will County, in the State of Illinois, do hereby certify that David Kotula Attorney-in-fact, of the Euler Hermes North America Insurance Company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the Euler Hermes North America Insurance Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Lockport in said County, this 19th day of March A.D. 2024.



Brandie Catlin
Brandie Catlin Notary Public



Allianz
Trade

EULER HERMES NORTH AMERICA INSURANCE COMPANY
800 Red Brook Boulevard * Owings Mills, Maryland 21117

The number of persons authorized by this
Power of Attorney is not more than:

2

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That EULER HERMES NORTH AMERICA INSURANCE COMPANY (EULER HERMES), a corporation organized and existing under the laws of the state of Maryland, does hereby nominate, constitute, and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for and in its name, place, and stead to execute on behalf of EULER HERMES, as surety, any and all bonds, undertakings, and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of EULER HERMES on any such bond, undertaking, or contract of suretyship executed under this authority shall not exceed the limit stated below.

NAME	ADDRESS	LIMIT OF POWER
Brian DiPaola David Kotula	220 N. Green Street Chicago, IL 60607	Unlimited

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF, EULER HERMES has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunder affixed this 1st day of November, 20 22.



James Daly, President and CEO-The Americas

Nicholas P. Verna II, Senior Vice President
and Regional Head of Surety and
Guarantee, Americas

State of Maryland, County of Baltimore

On this 1st day of November, 20 22, before me personally appeared Nicholas P. Verna II, to me known, being duly sworn, deposes and says that he resides in Southeastern, PA; that he is Senior Vice President and Regional Head of Surety and Guarantee, Americas of Euler Hermes North America Insurance Company, the Company described herein and which executed the above instrument; that he know the seal of EULER HERMES; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of EULER HERMES; and that he signed his name thereto by like authority.



Notary Public

This Commission Expires February 2, 2026

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of EULER HERMES NORTH AMERICA INSURANCE COMPANY (Company) by unanimous consent on October 1, 2015.

RESOLVED: That the President, Executive Vice President, Senior Vice President, Vice President, Secretary, and Assistant Vice Secretary, be and hereby are authorized from time to time to appoint one or more Attorneys-in-Fact to execute on behalf of the company, as surety, and any and all bonds, undertakings and contracts of suretyship, or other written obligation in the nature thereof; to proscribe their respective duties and all respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and signature of the aforesaid officers and may be affixed by facsimile to any Power of Attorney given for the execution of any bond, undertaking, contract of suretyship, or other written obligations in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as thought manually affixed.

CERTIFICATION

I, Nicholas P. Verna II, Senior Vice President and Regional Head of Surety & Guarantee, Americas of EULER HERMES NORTH AMERICA INSURANCE COMPANY, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of October 1, 2015, have not been revoked and are now in full force and effect.

Signed and sealed this 19th day of March, 20 24.



Nicholas P. Verna II, Senior Vice President and Regional
Head of Surety and Guarantee, Americas

 ORLAND PARK
CERTIFICATE OF COMPLIANCE

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

The undersigned **Frank Kutschke**
(Enter Name of Person Making Certification)

as **President**
(Enter Title of Person Making Certification)

and on behalf of **AGAE Contractors, Inc.**
(Enter Name of Business Organization)

certifies that Proposers is:

1) **A BUSINESS ORGANIZATION:** Yes ☒ No ☐

Federal Employer I.D. #: **36-4275885**
(or Social Security # if a sole proprietor or individual)

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

☐ Sole Proprietor
☐ Independent Contractor *(Individual)*
☐ Partnership
☐ LLC

☒ Corporation **Illinois** **02/16/1999**
(State of Incorporation) (Date of Incorporation)

2) **STATUS OF OWNERSHIP**

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

Minority-Owned ☐ Small Business ☐ *(SBA standards)*
Women-Owned ☐ Prefer not to disclose ☐
Veteran-Owned ☐ Not Applicable ☒
Disabled-Owned ☐

N/A

How are you certifying? Certificates Attached ☐ Self-Certifying ☐

STATUS OF OWNERSHIP FOR SUBCONTRACTORS

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

Minority-Owned []

Women-Owned []

Veteran-Owned []

Disabled-Owned []

Small Business [] (SBA standards)

Prefer not to disclose []

Not Applicable []

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

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

4) ELIGIBLE TO ENTER INTO PUBLIC CONTRACTS: Yes ☒ No []

The Proposer is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-rotating" of any state or of the United States.

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

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information:

(I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

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

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

The Proposer shall:

(I) not discriminate against any employee or applicant for employment because of race, color,

religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor.

In the same manner as the other provisions of this Agreement, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

"Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Proposer or other organization and its customers.

In the event of the Proposer's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Proposer may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

7) PREVAILING WAGE COMPLIANCE: Yes ☒ No ☐

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

amended, Proposer shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor or the Village and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract (available at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>).

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

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

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

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

Name of A&T Program: _____

Brief Description of Program: _____

AGAE Contractors, Inc requires that our subcontractors

work with and participate in union apprenticeship programs.

9) **TAX COMPLIANT:** Yes [☒] No []

Proposer is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is not: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Proposer set forth on the Proposer Summary Sheet, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the proposal is genuine and not

collusive, and information provided in or with this Certificate are true and accurate.

The undersigned, having become familiar with the Project specified in this RFP, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.



ACKNOWLEDGED AND AGREED TO:

Signature of Authorized Officer

Frank Kutschke

Name of Authorized Officer

President

Title

03/19/2024

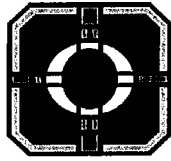
Date

REFERENCES

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

Proposer's Name: **AGAE Contractors, Inc.**
(Enter Name of Business Organization)

- | | |
|-----------------|--|
| 1. ORGANIZATION | <u>University of Illinois</u> |
| ADDRESS | <u>1140 S. Paulina St., Rm. #214, Chicago, IL 60612</u> |
| PHONE NUMBER | <u>312-996-2556</u> |
| CONTACT PERSON | <u>Shawn Riley</u> |
| YEAR OF PROJECT | <u>Various projects over the past 5 years</u> |
| | |
| 2. ORGANIZATION | <u>Chicago Public Schools</u> |
| ADDRESS | <u>42 W. Madison St., Chicago, IL 60602</u> |
| PHONE NUMBER | <u>630-551-6112</u> |
| CONTACT PERSON | <u>Dan Moore</u> |
| YEAR OF PROJECT | <u>Various projects over the past 5 years</u> |
| | |
| 3. ORGANIZATION | <u>Illinois State Toll Highway Authority (ISTHA)</u> |
| ADDRESS | <u>2700 Ogden Ave, Downers Grove, IL 60515</u> |
| PHONE NUMBER | <u>708-945-7855</u> |
| CONTACT PERSON | <u>Robert Kos (On behalf of ISTHA)</u> |
| YEAR OF PROJECT | <u>Various projects over the past 5 years</u> |



ORLAND PARK

AMENDED

**REQUEST FOR PROPOSALS
#24-011**

Police Department Firing Range and EOC Facility Project

ISSUED

February 19, 2024

SUBMISSION DEADLINE

**March 19, 2024
11:00 A.M.**

Office of the Village Clerk
2ND Floor
14700 S. Ravinia Ave.
Orland Park, IL 60462

Questions & Answers - 1

Project 24-011 - Police Department Firing Range and EOC Facility Project
Buying Organization Village of Orland Park

No	Question/Answer	Question Date
Q1	Question: 116273 Range Equipment Paragraph 2.5 A calls for fire treated plywood and acoustic tile to be applied to the overhead baffles, yet no thickness was given for either material. Please confirm the minimum thickness required for the plywood and acoustic ceiling tile. Answer: Specification to be updated in upcoming addendum.	02/21/2024
Q2	Question: 116273 Range Equipment What is the desired maximum reverberation time (RT60) that is allowed in the shooting range? Answer: Specification to be updated in upcoming addendum.	02/21/2024
Q3	Question: 116273 Range Equipment Paragraph 2.5 B 2 calls out a wall baffle 10" x 4" on each side wall. Is the intent to cover the walls to a height of 10' on each side to a point 48' up range from the bullet trap? Answer: Drawing and specification to be updated in upcoming addendum.	02/21/2024
Q4	Question: 116273 Range Equipment Paragraph 2.5 B 2 calls for the ballistic wall cladding to extend 48' up range from the bullet trap. Drawing A100 indicates that it should extend only 45' up range. Kindly confirm which prevails. Answer: Drawings to be updated in upcoming addendum.	02/21/2024
Q5	Question: 116273 Range Equipment Can you please confirm the number of firing lanes OR fixed turning targets are required? Answer: Drawings to be updated in upcoming addendum.	02/21/2024
Q6	Question: Project Budget Can you please tell me what the budget for this project is. Answer: The FY2024 Target Budget for this project is \$8,500,000. An additional \$100,000 was budgeted in FY2025 for Furniture and Fixtures.	02/23/2024

Questions & Answers - 2

Project 24-011 - Police Department Firing Range and EOC Facility Project
 Buying Organization Village of Orland Park

No	Question/Answer	Question Date
Q7	Question: Firing Range Acoustics Has the city considered OSHA noise exposure limits compliance for this range? Our firm specializes in OSHA compliance as well as meeting local noise ordinances. There is a call out for PEPP for use in this facility. Based on our findings it appears that porous expanded polyurethane products (PEPP) are not allowed in most jurisdictions using the IBC or NFPA 286 corner fire test even if it has a Class A E84 rating with automatic sprinklers regardless of the building. There are no known PEPP based products that have passed this test. We have been advised by fire marshals nationwide of this ruling. Unless the fire laws are before 2012, we have been advised that the NFPA 286 corner fire test must be passed with PEPP based products. . Also, the excess use of rubber will result in a non-compliant range as it will be extremely loud. The Troy System also offers anti-ricochet and anti-splatter, WITHOUT THE USE OF PLYWOOD, which was tested by the US Air Force ETL 11-18 (the highest level recognized specification recognized at the time). The Troy System received a 72 STC Rating, the system is waterproof, UL (Underwriters Laboratory) approved (flame spread – zero (0) and smoke developed – zero (0) and meets the 2012 NFPA 286: STANDARD METHODS OF FIRE TESTS FOR EVALUATING CONTRIBUTION OF WALL AND CEILING INTERIOR FINISH TO ROOM FIRE GROWTH. Our system is comprised of 2" Troy board and 2" mineral wool backing, is UL certified (R27255) and stamped with smoke developed of zero and flame spread of zero and is OSHA Compliant. Would it be permissible to replace the PEPP with the Troy System? Answer: Acoustic wall and ceiling panels are required to meet or exceed the performance of basis of design product: NRC levels for ceiling panel is 0.55; rubber tile wall panel 0.65; PEPP wall panel 0.70. Acoustic wall and ceiling panel Surface Burning Characteristics to be tested according to ASTM E84 Standard. Alternate materials shown to meet or exceed the basis of design product may be submitted for approval.	02/23/2024
Q8	Question: 116723 Range Equipment Drawings show closure panels between overhead baffles rows to help with airflow, verifying that closure panels are required? Answer: Ceiling baffle closure panels are required for airflow and substrate for mounting range lighting. Refer to detail: 3/E502.	02/23/2024
Q9	Question: 116723 Range Equipment Baffle height is at 10 ft. Is this correct? Answer: Yes, this is correct. 10 ft Confirmed.	02/23/2024
Q10	Question: Overhead Baffle Structure Hanging structure for the overhead baffles doesn't seem to be shown in the structural drawings, will that be added in an addendum? Answer: Substructure for the hanging ceiling baffles is not included in the equipment scope and will be included with the structural drawings.	02/23/2024
Q11	Question: 116723 Range Equipment Will an interior ballistic rolling door be required for the double door near the firing line? Answer: Ballistic rolling doors not required for doors behind the firing line.	02/23/2024

MAYOR

Keith Pekau

VILLAGE CLERK

Patrick R. O'Sullivan

15655 S. Ravinia Avenue
Orland Park, IL 60462
708.403.6350
orlandpark.org



**ORLAND
PARK**

PUBLIC WORKS

TRUSTEES

William R. Healy

Cynthia Nelson Katsenes

Michael R. Milani

Sean Kampas

Brian J. Riordan

Joni J. Radaszewski

ADDENDUM #3 - Question & Answers Document

RFP 24-011 - Police Department Firing Range and EOC Facility Project

Village of Orland Park responses are in **RED**.

Q13

KEY NOTE 53/A202—All pcc panels with abrasive blast finish is at the same location of FIN-01-ACID ETCH FINISH.

All visible exterior surfaces that are not thinset brick to be FIN-01 Acid Etch Finish. There is no abrasive blast finish on the project.

Drawing A 404-Missing key note legend-need description of key note 46
Keynote 46 is "Panel Joint".

Section 5/A450 -Indicates dam proofing at foundation wall but architectural exterior wall section do not show damp proofing.

Damp proofing is not required. Note on 5/A450 to be removed.

Confirm video wall monitors are by owner and provide blocking details

Confirmed, video wall monitors are by owner. Refer to 092216; 2.2.E for backing plate specification. Provide 24" x 24" back plate for each monitor indicated. Size and location to be confirmed and coordinated upon final equipment selection.

Provide specification for epoxy flooring.

Epoxy flooring specification to be included in Project Manual.

Confirm if we are to include a fire pump.

Fire pump is not included in base bid.

Confirm that the owner will be hiring the special inspector to perform site material testing per S-003 & S-004

Both owner and contractor to provide testing as determined by individual specification sections.

Provide detail of dust collection system exterior concrete pad.

Addendum 5

RFP 24-011 - Police Department Firing Range and EOC Facility Project

RFP 24-011 Police Department Firing Range and EOC Facility
Village of Orland Park, IL
Valdes AE 2023-053

Addendum
March 5, 2024

SECTION 009113 - ADDENDA

1.1 PROJECT INFORMATION

- A. Project Name: Police Department Firing Range and EOC Facility
- B. Owner: Village of Orland Park, IL
- C. Owner Project Number: RFP 24-011
- D. Architect: Valdes Architecture and Engineering.
- E. Architect Project Number: 2023-053.
- F. Date of Addendum: March 5, 2024.

1.2 NOTICE TO BIDDERS

- A. This Addendum is issued to all registered plan holders pursuant to the Instructions to Bidders and Conditions of the Contract. This Addendum serves to clarify, revise, and supersede information in the Project Manual, Drawings, and previously issued Addenda. Portions of the Addendum affecting the Contract Documents will be incorporated into the Contract by enumeration of the Addendum in the Owner/Contractor Agreement.
- B. The Bidder shall acknowledge receipt of this Addendum in the appropriate space on the Bid Form.
- C. The date for receipt of bids is unchanged by this Addendum, at same time and location.
 - 1. Bid Date: March 19, 2024

1.3 ATTACHMENTS

- A. This Addendum includes the following attached Specification Sections:
 - 1. Section 012500 – Substitution Procedures, dated March 5, 2024, (new).
 - 2. Section 051200 – Structural Steel Framing, dated March 5, 2024, (new).
 - 3. Section 052100 – Steel Joist Framing, dated March 5, 2024, (new).
 - 4. Section 053100 – Steel Decking, dated March 5, 2024, (new).
 - 5. Section 081324 – Bullet Resistant Steel Windows, dated March 5, 2024, (new).
 - 6. Section 233416 – Centrifugal HVAC Fans, dated March 5, 2024, (new).
- B. This Addendum includes the following attached Sheets:
 - 1. Architectural Sheet A051, dated March 5, 2024, (reissued – updates clouded).
 - 2. Architectural Sheet A404, dated March 5, 2024, (reissued – updates clouded).

ADDENDUM #6

RFP 24-011 Police Department Firing Range and EOC Facility
Village of Orland Park, IL
Valdes AE 2023-053

Addendum No.6
March 5, 2024

SECTION 009113 - ADDENDA

1.1 PROJECT INFORMATION

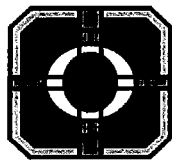
- A. Project Name: Police Department Firing Range and EOC Facility
- B. Owner: Village of Orland Park, IL
- C. Owner Project Number: RFP 24-011
- D. Architect: Valdes Architecture and Engineering.
- E. Architect Project Number: 2023-053.
- F. Date of Addendum: March 5, 2024.

1.2 NOTICE TO BIDDERS

- A. This Addendum is issued to all registered plan holders pursuant to the Instructions to Bidders and Conditions of the Contract. This Addendum serves to clarify, revise, and supersede information in the Project Manual, Drawings, and previously issued Addenda. Portions of the Addendum affecting the Contract Documents will be incorporated into the Contract by enumeration of the Addendum in the Owner/Contractor Agreement.
- B. The Bidder shall acknowledge receipt of this Addendum in the appropriate space on the Bid Form.
- C. The date for receipt of bids is unchanged by this Addendum, at same time and location.
 - 1. Bid Date: March 19, 2024

1.3 ATTACHMENTS

- A. This Addendum includes the following attached Specification Sections:
 - 1. Section 012500 – Substitution Procedures, dated March 5, 2024, (new).
 - 2. Section 051200 – Structural Steel Framing, dated March 5, 2024, (new).
 - 3. Section 052100 – Steel Joist Framing, dated March 5, 2024, (new).
 - 4. Section 053100 – Steel Decking, dated March 5, 2024, (new).
 - 5. Section 081324 – Bullet Resistant Steel Windows, dated March 5, 2024, (new).
 - 6. Section 233416 – Centrifugal HVAC Fans, dated March 5, 2024, (new).
- B. This Addendum includes the following attached Sheets:
 - 1. Architectural Sheet A051, dated March 5, 2024, (reissued – updates clouded).
 - 2. Architectural Sheet A404, dated March 5, 2024, (reissued – updates clouded).



ORLAND PARK

AMENDMENT 7

AMENDED

REQUEST FOR PROPOSALS

#24-011

Police Department Firing Range and EOC Facility Project

ISSUED

February 19, 2024

SUBMISSION DEADLINE

March 20, 2024
11:00 A.M.

Office of the Village Clerk
2ND Floor
14700 S. Ravinia Ave.
Orland Park, IL 60462

MAYOR

Keith Pekau

VILLAGE CLERK

Patrick R. O'Sullivan

15655 S. Ravinia Avenue
Orland Park, IL 60462
708.403.6350
orlandpark.org



**ORLAND
PARK**

PUBLIC WORKS

TRUSTEES

William R. Healy

Cynthia Nelson Katsenes

Michael R. Milani

Sean Kampas

Brian J. Riordan

Joni J. Radaszewski

ADDENDUM #8

RFP 24-011 - Police Department Firing Range and EOC Facility Project

No additional drawings will be issued for this RFP. The drawings referenced in Addendum #6 are the drawings issued in Addendum #5.

AIA® Document A305™ – 1986

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: Village of Orland Park

ADDRESS: 14700 S. Ravinia Ave. Orland
Park, IL 60462

SUBMITTED BY: AGAE Contractors, Inc.

NAME: Frank Kutschke, President

ADDRESS: 189 Gordon St.
Elk Grove Village, IL 60007

PRINCIPAL OFFICE: Same

- ☒ Corporation
- ☐ Partnership
- ☐ Individual
- ☐ Joint Venture
- ☐ Other

NAME OF PROJECT: (if applicable) Police Department Firing Range and
EOC Facility Project

TYPE OF WORK: (file separate form for each Classification of Work)

- ☒ General Construction
- ☐ HVAC
- ☐ Electrical
- ☐ Plumbing
- ☐ Other: (Specify) Door Replacement

§ 1 ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor? 25 Years

§ 1.2 How many years has your organization been in business under its present business
name? 19 Years

§ 1.2.1 Under what other or former names has your organization operated?
American Glass & Aluminum Erectors, Inc.

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation: February 16, 1999

§ 1.3.2 State of incorporation: Illinois

§ 1.3.3 President's name: Frank Kutschke

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.

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

§ 1.3.4 Vice-president's name(s) N/A

§ 1.3.5 Secretary's name: Michael Huntenburg

§ 1.3.6 Treasurer's name: Julie Peric

§ 1.4 If your organization is a partnership, answer the following: N/A

§ 1.4.1 Date of organization:

§ 1.4.2 Type of partnership (if applicable):

§ 1.4.3 Name(s) of general partner(s)

§ 1.5 If your organization is individually owned, answer the following: N/A

§ 1.5.1 Date of organization:

§ 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

N/A

§ 2 LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

City of Chicago Business License - #1942553

City of Chicago General Contractor's License - #TGC063972 Class: C

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

N/A

§ 3 EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

AGAE Contractors, Inc. is a general contractor. We also perform Fencing and Signage

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

No

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

No

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

No

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

No

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

Please see attached

§ 3.4.1 State total worth of work in progress and under contract:
\$86,034,037.

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

§ 3.5.1 State average annual amount of construction work performed during the past five years:
\$34 Million

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

§ 4 REFERENCES

§ 4.1 Trade References: Arlington Glass
4549 Milwaukee Ave
Chicago, IL 60630

§ 4.2 Bank References: Fifth Third Bank
1600 E. Main Street
St. Charles, IL 60174
Attn: Rita Lintzeris (847) 271-4157

§ 4.3 Surety:

§ 4.3.1 Name of bonding company: Euler Hermes North America Insurance Company
800 Red Brook Blvd.,
Owings Mills, MD 21117

§ 4.3.2 Name and address of agent: Kotula Group
Attn: Brian DiPaulo
25 N. River Lane, Suite 25415
Geneva, IL 60134

§ 5 FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?
Yes

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?
Yes

§ 6 SIGNATURE

§ 6.1 Dated at this ^{20th} day of March, 2024

Name of Organization: AGAE Contractors, Inc.

By: Frank Kutschke

Title: President

§ 6.2

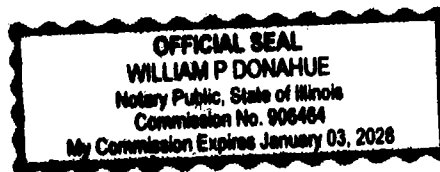


M being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this ^{20th} day of March, 2024

Notary Public: William P. Donahue

My Commission Expires: 01/03/2028



Additions and Deletions Report for AIA[®] Document A305TM – 1986

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 12:03:28 on 09/01/2010.

PAGE 1

NAME OF PROJECT: *(if applicable)*.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , 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 12:03:28 on 09/01/2010 under Order No. 6544954665_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A305™ – 1986, Contractor's Qualification Statement, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

President

(Title)

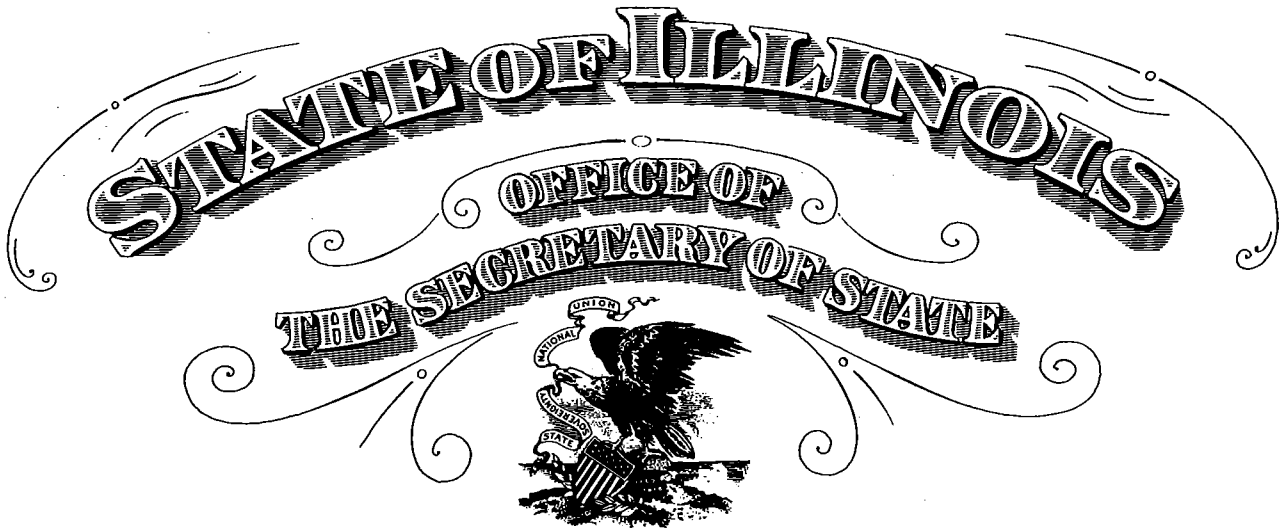
03/20/2024

(Dated)



File Number

6035-084-1



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

AGAE CONTRACTORS, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON FEBRUARY 16, 1999, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, 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 6TH day of DECEMBER A.D. 2022 .*

Jesse White

SECRETARY OF STATE



Frank Kutschke

President

AGAE CONTRACTORS, INC. 2019-PRESENT

OVERVIEW

Frank has over 34 years of construction experience. As Vice President of AGAE Contractors, Inc. Frank is responsible for overseeing all aspects of the projects from estimating and budgeting, to project management. His role is to ensure the projects are of the highest quality, on schedule, and within the budget.

CAREER BACKGROUND

Chicago Commercial Contractors 2008-2019
Vice President of Midwest Division

Kutschke and Company 1989-2008
Owner/Operator

CURRENT PROGRAM HIGHLIGHTS

Capital Development Board
Chicago Housing Authority
City Colleges of Chicago JOC
Cook County of Chicago
Cook County of Chicago JOC
Forrest Preserve District of Cook County
Chicago Public Schools
Chicago Public Schools JOC
Chicago Transit Authority
Illinois Tollway "ISTHA"
Misc. Clients
Salvation Army
Sourcewell / Com Ed
University of Illinois at Chicago
University of Illinois at Chicago JOC
University of Illinois at Champaign Urbana
University of Illinois at Champaign Urbana JOC
& Etc. as we are always seeking new clients to develop relationships built on honesty, integrity, & effort with.

COMPLETED PROJECTS

Completed projects list available upon request.

Years in Industry: 34

Years with Company: 4

EDUCATION

College of Holy Cross, Worcester, MA
BA in Economics

CERTIFICATES

- OSHA 30-HR

RESPONSIBILITIES

- Company Management
- Financial Management
- Pre-Construction & Estimating
- Project Management
- Public Relations
- Leadership & Team Building
- Budget Management
- Business Development
- Employee Management

SOFTWARE COMPETENCIES

- e-builder
- MS Office
- eGordian



Nicholas M. Olson

Director of Operations

AGAE CONTRACTORS, INC. 2021-PRESENT

Years in Industry: 24

Years with Company: 1

EDUCATION

Chicago District Council of Carpenters:
Apprenticeship Program, Journeyman
Cardholder 2004

CERTIFICATES

- OSHA 30-HR
- OSHA 10-HR Hazardous Awareness
- EPA Lead Certified Renovator
- Oracle P-6 Certified
- Procore Certified

RESPONSIBILITIES

- Company & Operations Management
- Establish & maintain Client & Company relations
- Leadership, Mentoring & Team Building
- Strategic Oversight
- Budget Management
- Business Development
- Employee Management & Direction
- Oversees all aspects of all projects within the Company
- Oversee & ensure Cost Controls
- Development & implement processes, policies & procedures.
- Project Scheduling & schedule analysis
- Recruiting & hiring of new employees

SOFTWARE COMPETENCIES

- e-builder
- Procore
- MS Office Suite & Project
- Oracle Primavera P6
- PRZM
- Spectrum
- eGordian

OVERVIEW

Nick has over 24 years of construction experience serving in various roles in the Construction Industry. Currently managing the Operational aspects for the Organization to ensure & improve the performance, quality, productivity, cost control & profitability through effective methods & strategies. Working directly with the Company's Vice President to develop & lead Project Teams, to promote growth to ensure industry leading integrity, quality, safety & performance are achieved. Lead the Organization consisting of thirty (30+/-) employees through the timely completion of over five-hundred (500+) annual projects with an active revenue of \$80MM, from award through final acceptance. Reporting as liaison directly to the Vice President & Ownership for the Company.

CAREER BACKGROUND

CCC Holdings, Inc. 2017-2021
Project Executive

Friedler Construction Co. 2009-2017
Senior Project Manager

CURRENT PROGRAM HIGHLIGHTS

Actively completing projects with over fifty (50+/-), including but not limited to:

Capital Development Board
Chicago Housing Authority
City Colleges of Chicago JOC
Cook County of Chicago
Cook County of Chicago JOC
Forest Preserve District of Cook County
Chicago Public Schools
Chicago Public Schools JOC
Chicago Transit Authority
Illinois Tollway "ISTHA"
Misc. Clients
Salvation Army
Sourcewell / Com Ed
University of Illinois at Chicago
University of Illinois at Chicago JOC
University of Illinois at Champaign Urbana
University of Illinois at Champaign Urbana JOC
& Etc. as we are always seeking new clients to develop relationships built on honesty, integrity, & effort with.

PAST COMPLETED PROJECT UPON REQUEST.



Frank Dellota

Project Manager

AGAE CONTRACTORS, INC. 2012-PRESENT

OVERVIEW

Frank has over 23 years of construction experience. As a Project Manager, Frank is responsible for the oversight of all work performed on site for various projects: Including scheduling, client and subcontractor coordination, billings, submittals, and project close outs.

Years in Industry: 23

Years with Company: 11

EDUCATION

Illinois State University
BS in Industrial Technology
Major: Construction Management

CERTIFICATES

- OSHA 30-HR

RESPONSIBILITIES

- Oversees all aspects of the project.
- Creates and executes project work plans and schedules and revises the same as appropriate to meet changing needs and requirements.
- Identifies resources needed so projects are operating at the most cost effective and successful potential.
- Oversee the schedule of materials, deliveries, subcontractors, hoisting, inspections, and company personnel to meet the overall project schedule.
- Regularly schedules meetings with client, subcontractors, and project consultants.

SOFTWARE COMPETENCIES

- e-builder
- MS Office
- Procore
- PRZM

CAREER BACKGROUND

Chicago Commercial Construction 2007-2012
Operations Manager

G.F. Structures Corporation 2005-2007
Project Manager

D'Escoto, Inc. 2000-2005
Project Engineer

PROGRAM MANAGER – CLIENTS

\$1,609,180 Capital Development Board
\$542,086 Forrest Preserve Department of Cook County
\$16,561,151 Chicago Public Schools
\$230,900 Sourcewell
\$5,245,034 University of Illinois at Chicago "UIC"
\$222,2000 University of Illinois at Chicago JOC
\$2,232,342 University of Illinois at Champaign "UIUC"

COMPLETED PROJECTS

\$225,000 – CPS – Disney Magnet
\$226,000 – UIC – High Pressure Steam Replacement
\$892,000 – UIC – Roof Replacement
\$890,000 – CPS Hayt Elementary School Classroom Renovation
\$1.23M – Portage Park Elementary School Classroom Renovation
\$744,000 – CPS -Cardenas Elementary School Classroom Renovation
\$700,000 – CPS -Fairfield Elementary School Classroom Renovation
\$9.4M – CPS – Otis ES MEP
\$11M – UIC – Building 975 Roof, Windows, and Façade Restoration

Additional completed project list available upon request



Neil Power

Lead Superintendent

AGAE CONTRACTORS, INC. 2021-PRESENT

OVERVIEW

Neil has over 20 years of construction experience that includes both in field and office settings. As a General Superintendent at AGAE, Neil is responsible for the oversight of all work performed on-site for various projects: Including coordination of subcontractors, materials, and creating a safe work environment.

Years in Industry: 23

Years with Company: 4

EDUCATION

St. Xavier University

CERTIFICATES

- OSHA 30-HR

RESPONSIBILITIES

- Oversees all aspects of the project.
- Creates and executes project work plans and schedules and revises the same as appropriate to meet changing needs and requirements.
- Identifies resources needed so projects are operating at the most cost effective and successful potential.
- Oversee the schedule of materials, deliveries, subcontractors, hoisting, inspections, and company personnel to meet the overall project schedule.
- Regularly schedules meetings with subcontractors and project consultants.

SOFTWARE COMPETENCIES

- e-builder
- MS Office/Excel
- Primavera P6
- Microsoft Project
- Procore

CAREER BACKGROUND

Mosaic Construction, Inc
Director of Construction

2017-2021

Current Projects

CDB – Chicago State Nursing Lab
CHA – Hansberry Parking Lot
CHA – Long Life and William Jones MAU Projects
CPS – Addams Modular Renovations
CPS – Maddison Fencing
CPS – Parkside & Libby
CPS – ADA Polling Places (Various Sites)

COMPLETED PROJECTS

CPS Goode, Solario, South Shore- Renovation of Science Labs.
CPS Crown, Perez, Pilsen- Renovation of restrooms, classrooms, and ADA compliance.
CPS Hurley- Renovation of restrooms, classrooms, and ADA compliance
Salvation Army 47th Street Detention System

PREVIOUS COMPLETED PROJECTS

PROJECT: Mather HS MEP Upgrade

CLIENT: Chicago Public School

CLIENT CONTACT INFO (Name and contact): Johnny Bouché – 312 860 9097

CONTRACT AMOUNT: \$ 4,172,540.83

SUBSTANTIAL COMPLETION DATE: 09/16/2023

BRIEF DESCRIPTION: Project includes replacement of (3) hot water boiler, dual temp water circulation pump, HWCUH, pool dehumidification unit, upgrade cooling tower platform, gym ceiling upgrade, new CCTV and intrusion detection system.

PREVIOUS COMPLETED PROJECTS

PROJECT: Brian Piccolo NCP

CLIENT: Chicago Public School

CLIENT CONTACT INFO: Arun Kumar – 312 450 5998

CONTRACT AMOUNT: \$1,425,322.23

PROJECT SF:

DURATION: 4 Months

CONTRACTUAL SUBSTANTIAL COMPLETION DATE: 10/28/2022

ACTUAL COMPLETION DATE: 10/11/2022

ANY EXTENUATING CIRCUMSTANCES: None

BRIEF DESCRIPTION: Project include new playground areas, nature play areas, landscaping, turf field, basketball court and running track.

PREVIOUS COMPLETED PROJECTS

PROJECT: Harrison Street Parking Structure Renovation
1100 W, Harrison St.
Chicago, IL 60607

CLIENT: University of Illinois Chicago
1140 S. Paulina, M/C 892
Chicago, IL 60612-7215

CLIENT CONTACT INFO: Shawn Riley, 312-996-2556, shawnr@uic.edu

CONTRACT AMOUNT: Initial: \$387,000 / Final: \$568,980.64

CONTRACTUAL SUBSTANTIAL COMPLETION DATE: 9/30/2022

DATE of NTP (month/Year): 06/2021

BRIEF DESCRIPTION: Concrete repairs to existing parking structure

Main Subcontractor: L.S. Contracting Group, Inc.

PREVIOUS COMPLETED PROJECTS

PROJECT: Job No. 949-C21018-22J Bone Marrow Fan Replacement – UIH

CLIENT: University of Illinois, Chicago

CLIENT CONTACT INFO: Branko Bogicevic – 312-355-5661

CONTRACT AMOUNT: \$247,060.00

CONTRACTUAL SUBSTANTIAL COMPLETION DATE:

ACTUAL COMPLETION DATE:

ANY EXTENUATING CIRCUMSTANCES:

BRIEF DESCRIPTION: Furnish and deliver HVAC Equipment

PREVIOUS COMPLETED PROJECTS

PROJECT: CPS Walt Disney Magnet Emergency HVAC Repairs

CLIENT: Chicago Public Schools

CLIENT CONTACT INFO:

CONTRACT AMOUNT: \$224,498.00

PROJECT SF: N/A

DURATION: 2/1/2021 – 12/1/2021

CONTRACTUAL SUBSTANTIAL COMPLETION DATE: 12/1/2021

ACTUAL COMPLETION DATE: 12/1/2021

ANY EXTENUATING CIRCUMSTANCES: No

BRIEF DESCRIPTION:

PREVIOUS COMPLETED PROJECTS

PROJECT: Picnic Shelter Roof Midlothian/King Grove

CLIENT: Forest Preserve District of Cook County

CLIENT CONTACT INFO:

CONTRACT AMOUNT: \$259,754.31

PROJECT SF:

DURATION:

CONTRACTUAL SUBSTANTIAL COMPLETION DATE:

ACTUAL COMPLETION DATE:

ANY EXTENUATING CIRCUMSTANCES:

BRIEF DESCRIPTION:

PREVIOUS COMPLETED PROJECTS

PROJECT: Oscar Mayer School New Play Lot

CLIENT: Chicago Public School

CLIENT CONTACT INFO: Bill Matuszak – 708 774 4169

CONTRACT AMOUNT: \$1,652,155.88

PROJECT SF:

DURATION: 4 Months

CONTRACTUAL SUBSTANTIAL COMPLETION DATE: 12/3/2021

ACTUAL COMPLETION DATE: 9/14/2022 - Project start late due to school schedule, permit process and conflict with property line.

ANY EXTENUATING CIRCUMSTANCES: During construction discovered buried foundation under playground areas and under ADA ramp areas.

BRIEF DESCRIPTION: Project include new playground areas, fencing, landscaping, basketball court, ADA drinking fountain and associated plumbing work, ADA ramp, stairs and railing

PREVIOUS COMPLETED PROJECTS

PROJECT: Building 619 – Room 250 Classroom Renovation

CLIENT: University of Illinois Chicago

CLIENT CONTACT INFO:

CONTRACT AMOUNT: \$1,987,007.66

PROJECT SF: 6200

DURATION: 914 Days

CONTRACTUAL SUBSTANTIAL COMPLETION DATE: 12/20/2022

ACTUAL COMPLETION DATE: 9/1/2022

ANY EXTENUATING CIRCUMSTANCES: No

BRIEF DESCRIPTION: Included, but is not limited to, the AV scope (network infrastructure including wireless access points and pathways), the scope indicated for the ceiling plane, the projection booth and the AV & Storage rooms at the lower level, and all adjacent wall finishes. The construction occurring during the summer of 2022 would include, but is not limited to the tiered seating installation, associated power, floor lighting and concrete work, floor finishes and remaining wall finishes.

PREVIOUS COMPLETED PROJECTS

PROJECT: Building 610 Cooling Tower Repairs Phase II

CLIENT: University of Illinois Chicago

CLIENT CONTACT INFO:

CONTRACT AMOUNT: \$225,000.00

PROJECT SF: 2500-3000

DURATION: 11/7/2017 - 4/19/2018

CONTRACTUAL SUBSTANTIAL COMPLETION DATE: 4/20/2018

ACTUAL COMPLETION DATE: 4/17/2018

ANY EXTENUATING CIRCUMSTANCES: Weather Limitations

BRIEF DESCRIPTION:

CURRENT PROJECTS WITH STATE OF ILLINOIS ENTITIES

Agency / University	Project Title	Status	Value	Contract #
University of Illinois at Chicago	JOC - Division 01 - General Contracting	In Progress	\$2M / Year	699-600-17
University of Illinois at Chicago	JOC - Division 03 - Heating AC Temp	In Progress	\$2M / Year	699-600-17
University of Illinois at Chicago	JOC - Division 05 - Electrical Work	In Progress	\$2M / Year	699-600-17
University of Illinois at Chicago	JOC - Division 26 - Roofing Work	In Progress	\$2M / Year	699-600-17
University of Illinois at Springfield	Multiple Award Task Order Contracting Services	In Progress	TBD	JM520
Northern Illinois University	Miscellaneous Construction Services	In Progress	\$500,000-\$1,000,000	PSCMDAR04252002
University of Illinois at Chicago	Parking Garage Demolition	In Progress	\$ 373,199.78	655-C18025
University of Illinois at Chicago	Replace HVAC - Environmental Rooms	In Progress	\$ 250,377.00	919-C18052
University of Illinois at Chicago	High Pressure Steam Boiler	In Progress	\$ 215,247.00	919-C18028
University of Illinois at Chicago	UIC - 911 CSN 4TH REPLANNING	In Progress	\$ 420,101.70	911-C20069 R
University of Illinois at Chicago	SPHPI Façade and Roof Repair	In Progress	\$ 11,051,000.00	975-C19055
University of Illinois at Chicago	ED Vesatibule Metal Detection	In Progress	\$ 1,335,394.00	949-C21050R2
University of Illinois at Chicago	UIC Center for Structural Biology Improvements	Pending	\$ 1,896,000.00	978-C20117
University of Illinois at Urbana / Champaign	Psychology Lab Exterior Repairs	In Progress	\$ 1,645,304.00	U18105
University of Illinois at Urbana / Champaign	Psychology Lab - Restroom Reno	In Progress	\$ 617,350.09	U20015
University of Illinois at Urbana / Champaign	North Campus Chiller Plant	In Progress	\$ 413,557.45	U21020
University of Illinois at Urbana / Champaign	Illini Union South Building	In Progress	\$ 510,360.45	U20084
University of Illinois at Urbana / Champaign	McKinley Health Center	In Progress	\$ 729,000.00	U21051
University of Illinois at Urbana / Champaign	Adams Life Safety & Restroom U	In Progress	\$ 951,000.00	U18006
University of Illinois at Urbana / Champaign	Noyes Lab & Stock Pavilion Roof	In Progress	\$ 1,203,103.00	U21024R1
University of Illinois at Urbana / Champaign	UIUC KCPA & KAM Roof Replacement	Pending	\$ 2,231,500.00	U21005R1
Capital Development Board	Elgin Mental Health Roof Replacements	In Progress	\$ 1,052,680.00	21048881
Capital Development Board	UIUC Masonry	In Progress	\$ 2,525,000.00	22051881
Capital Development Board	Moraine Valley Community College Parking Lot	In Progress	\$ 556,500.00	21054381
Capital Development Board	CSU Nursing Lab	In Progress	\$ 2,598,000.00	814-010-088
Illinois State University	Esports Arena	In Progress	\$ 1,010,000.00	12954
Illinois State Toll Highway Authority	Traffic Operations Center & Dispatch Improvements	Pending	\$ 2,057,000.00	RR-23-9284

customer_name	job_no	description	job_status	job_start_date	completion_date	Adjusted Contract Value
Danville CCSD 118	23-32-1000	Danville KDBA Addition	Active			11,851,592.00
Chicago Public Schools	3409	Walt Disney Magnet Elementary	Closed	4/2/2021		11,214,086.47
Chicago Public Schools	22-16-1016	James Otis MEP	Active	1/24/2023		9,390,889.00
Chicago Public Schools	22-16-1007	Falconer ES MEP	Active	3/1/2022		9,218,304.47
Chicago Public Schools	23-16-1002	Cather MEP	Active	3/20/2023		8,866,000.00
Chicago Public Schools	23-16-1004	CPS - Lane Tech MEP	Active	3/29/2023		8,626,000.00
Chicago Public School JOC17020	17023	City Wide ADA 2-polling place	Active	10/7/2021		8,263,238.00
Chicago Public Schools	22-16-1015	Adams Trailer Renovations	Active	11/30/2022		4,626,000.00
Chicago Public Schools	22-16-1014	Roosevelt Turf	Active	12/14/2022		4,300,000.00
Chicago Public Schools	22-16-1006	Mather HS MEP	Active	6/20/2022		4,172,540.83
Chicago Public Schools	22-16-1001	Armstrong ROF	Active	2/14/2022		4,025,460.00
Capital Development Board	22-11-1002	NEIU Parking Improvements	Active	7/26/2022		3,884,927.35
Chicago Public School JOC17020	17022	Parkside Community ICR	Active	6/15/2021		3,153,165.04
Chicago Public Schools	22-16-1002	Brenneman ROF	Active	2/14/2022		2,816,414.00
Capital Development Board	21-11-1001	UIUC Masonry Reconstruction	Active	12/21/2021		2,612,196.05
Capital Development Board	22-11-1003	CSU Nursing Lab Demo	Active	10/11/2022		2,598,000.00
Chicago Public Schools	22-16-1019	James Otis UAF	Active			2,386,000.00
Chicago Housing Authority	23-12-1000	Long Life MEP	Active	12/8/2022		2,280,538.72
Cook County JOC#1555-14475-GC2	12102	Stroger Precast & Sealant Repa	Closed	1/17/2019	1/6/2023	1,875,120.13
Chicago Public Schools	3455	Kellogg Elementary School	Active	5/21/2021		1,830,689.56
Capital Development Board	22-11-1001	Triton College Replace Windows	Active	4/1/2022		1,777,129.77
Cook County JOC155514475GCSBE14	12113	RJ Stein Interior Renovations	Active			1,754,970.62
Chicago Housing - TOCC #12337	22-12-1001	CHA Lorraine Hanberry	Active	9/13/2022		1,739,000.00
Chicago Public Schools	3525	Oscar Mayer Magnet School	Active	10/20/2021		1,669,562.32
University of Illinois U-C	3329	Psych Lab Exterior Repairs	Closed	9/13/2020	1/12/2023	1,645,304.00
Chicago Public School JOC17020	17021	Libby Elementary ICR	Active	6/15/2021		1,566,696.97
Chicago Housing Authority	23-12-1001	William Jones MEP	Active	5/10/2021		1,551,461.28
Capital Development Board	3440	Elgin Roof Replacement	Active	6/1/2022		1,461,240.55
Chicago Public Schools	22-16-1010	Piccolo - NCP	Closed	10/24/2019	5/31/2023	1,425,290.41
Cook County JOC#1555-14475-GC2	12110	Bldg. 1 Window Replacement	Closed	11/8/2021	9/30/2021	1,386,691.30
Illinois State University	3545	E-Sports Arena	Active	6/1/2019	3/31/2021	1,329,123.08
Salvation Army	3089F	Campbell Parking Lot	Closed			1,328,198.31
Chicago Public Schools	22-16-1013	Phillip Murray NPL	Active	3/30/2021	11/30/2021	1,301,057.28
ISTHA JOC #15-0081 - CLOSED	18111	Multipurpose Rooms - Phase 1	Closed	6/8/2020	12/31/2021	1,258,018.02
Chicago Public Schools	3305	Portage Park Elem. School	Closed			1,229,984.06
University of Illinois U-C	23-38-1003	Noyes Lab & Stock Pavilion Roo	Active			1,203,103.00
Salvation Army	22-35-1002	1000 PRATT	Active			1,186,500.00
Univ of Illinois at Chicago	3374	Bldg 619 RM 250	Active	1/1/2021		1,126,543.22
Chicago Public Schools	3535	Crown Community Academy	Active	10/27/2021		1,036,963.61
Chicago Public Schools	3452	Gwendolyn Brooks College	Active	5/14/2021		965,494.04
University of Illinois U-C	23-38-1002	Adams Life Safety & Restroom U	Active	5/1/2023		951,000.00

Chicago Public Schools	3533	Eric Solorio Academy High Scho	Active	11/19/2021		925,701.00
Univ of Illinois at Chicago	3350	Replaced Roof On Building 624	Closed	9/25/2020	12/31/2021	925,105.02
Chicago Public Schools	3304	Stephen K. Hayt Elem. School	Active	5/29/2020		923,230.81
Chicago Public Schools	3284	Lake View High School	Closed	3/23/2020	1/31/2022	890,656.69
Chicago Public Schools	3453	Christian Fenger High School	Active	5/14/2021		836,721.89
ISTHA JOC #15-0081 - CLOSED	18124	CA Façade Renovations	Closed	6/1/2021	2/28/2022	835,871.18
Chicago Public Schools	23-16-1000	Solomon NPL	Active	2/21/2023		793,000.00
Chicago Public Schools	3293A	Lazaro Cardenas School	Closed	5/11/2020	12/31/2021	790,297.33
ISTHA JOC #15-0081 - CLOSED	18125	CA Cable Pull	Closed	7/1/2021	12/31/2022	790,163.56
Chicago Public Schools	22-16-1003	Collins MEP	Active	2/14/2022		784,704.76
Chicago Public Schools	21-16-1001	Hurley ADA	Active	12/21/2021		775,600.30
Chicago Public Schools	3534	South Shore Intl College Prep	Active	11/19/2021		765,710.76
ISTHA JOC #15-0081 - CLOSED	18104	CA Emergency iPass Center Demo	Closed	10/20/2020	12/4/2020	759,898.75
Univ of Illinois at Chicago	3423	Daley Library Facade	Closed	2/26/2021	12/31/2022	735,225.99
University of Illinois U-C	23-38-1001	Mckinley Health Center	Active	3/1/2017		729,000.00
Cook County JOC#1555-14475-GC2	12104	Maywood Clerks Office	Active	9/13/2019		713,819.63
Chicago Public Schools	3537	Pilsen Elementary Community Ac	Active	10/27/2021		708,459.67
Chicago Public Schools	3293B	Fairfield Elementary Academy	Closed	5/11/2020	6/30/2021	700,082.99
Cook County JOC155514475GCSBE14	12318	RJ Stein - Ceiling Tile Replac	Active	1/5/2022		643,481.51
ISTHA JOC #15-0081 - CLOSED	18076.01	CA Electrical Feed Supp #1	Closed	1/1/2020	8/20/2020	641,033.20
ISTHA JOC #15-0081 - CLOSED	18101	M3 Facility Upgrades	Closed	5/29/2020	11/30/2021	632,575.05
Chicago Public Schools	22-16-1012	Cardenas Elementary NPL	Active			624,390.16
University of Illinois U-C	3439	Psychology Lab - Restroom Reno	Closed	5/5/2021	12/31/2023	617,350.09
Cook County JOC#1555-14475-GC2	12113.01	RJ Stein Interior Ren. Sup.#1	Active	11/1/2022		606,415.57
Chicago Public Schools	3532	Sarah E. Goode STEM Academy	Active	11/19/2021		600,342.00
Chicago Public Schools - JOC 1	17015	Penn ICR	Closed	6/1/2019	12/31/2020	582,044.78
Chicago Public Schools	22-16-1008	Disney II Magnet ES - NPL	Active	3/1/2022		579,835.28
Capital Development Board	3470	Moraine Valley Community Colle	Closed	8/5/2021	1/31/2023	570,316.01
Chicago Public Schools	3430	South Shore Academy	Closed	4/2/2021	12/31/2022	561,612.15
Chicago Public Schools	3538	William Sherman ES	Active	11/19/2021	3/31/2023	556,336.58
Univ of Illinois at Chicago	3449	Harrison Parking Structure Ren	Active	4/27/2021		531,627.10
Univ of Illinois at Chicago	3493	Revise Domestic Water System	Closed	8/16/2021	3/31/2023	514,587.84
University of Illinois U-C	22-38-1000	Illini Union South Building	Active			510,360.45
Chicago Public Schools	22-16-1005	Nicholson NPL	Active	3/3/2022		507,890.33
Forest Preserve Dist. of Cook	22-26-1001	Busse & Tampier Boat Dock Repa	Active	9/1/2022		486,511.53
Chicago Public Schools - JOC 1	17014	Washington ICR	Closed	6/1/2019	12/31/2021	485,811.55
Cook County JOC#1555-14475-GC2	12102.04	JHS Precast & Sealant Suppl #4	Closed	1/1/2022	12/1/2022	480,471.17
Columbia College Chicago	22-42-1001	916 S Wabash Interior Reno	Closed	5/9/2022	2/28/2023	478,218.24
Cook County Facilities	3299	Autopsy Suite Modernization	Closed	4/27/2020	12/31/2021	474,160.00
ISTHA JOC #15-0081 - CLOSED	18103	CA Emergency Atrium Floor Fini	Closed	4/28/2020	12/4/2020	454,651.18
Chicago Public Schools	22-16-1004	Edmund Burke ES NPL	Closed	3/3/2022	5/31/2023	453,984.79
Chicago Public Schools	3536	Manuel Perez Elementary School	Active	10/27/2021		443,851.48
Chicago Public Schools - JOC 1	17016	Cleveland School Trailer Resid	Closed	1/1/2020	7/31/2020	435,085.86

Chicago Public Schools	3429	Thomas Hoyne ES	Closed	4/2/2021	434,336.93
Chicago Public Schools	3426	William Penn ES	Closed	3/30/2021	429,044.39
Univ of Illinois at Chicago	22-40-1002	UIC - 911 CSN 4TH REPLANNING	Active	3/1/2022	420,101.70
City of Chicago - 58539 Sign	05-2727	JPSTC	Active	6/2/2022	416,801.00
University of Illinois U-C	3517	North Campus Chiller Plant	Active	9/22/2021	413,557.45
Source GCJOC IL-NA-GC04-030619	22-37-1004	Village of Niles 2022 Door Rep	Active	9/27/2022	413,000.00
ISTHA JOC #15-0081 - CLOSED	18109	CA Kitchen Renovation	Closed	7/23/2020	409,785.84
Chicago Public Schools	3428	West Park Academy	Closed	3/30/2021	409,245.80
Columbia College Chicago	22-42-1002	1104 S. Wabash Fire Escape	Closed	5/6/2022	402,850.00
ISTHA JOC #15-0081 - CLOSED	18112	M3 ISP Office Remodeling	Closed	12/15/2020	398,146.66
Chicago Public Schools	3308	Ira F. Aldridge Elem. School	Closed	6/4/2020	381,300.68
Chicago Public Schools	3421	Jane Addams School	Closed	3/16/2021	377,202.26
Salvation Army	3490	Midway Storm Retention	Active	8/16/2021	364,788.00
Chicago Public Schools	22-16-1009	Falconer ES NPL	Active	2/1/2022	364,296.36
Chicago Public Schools	3432	Edmond Burke ES	Closed	4/2/2021	362,003.68
Chicago Public Schools	3431	Douglas Taylor ES	Closed	4/2/2021	359,759.47
River Plaza	3477	River Plaza Atrium Repairs	Active	7/19/2021	356,726.75
Chicago Public Schools	3427	Laura S. Ward ES	Closed	3/30/2021	354,356.39
Salvation Army	3089B	Lawrence Parking Lot	Closed	6/1/2019	338,281.95
Columbia College Chicago	23-42-1001	Library 5th Floor Interior Ren	Active	5/9/2023	328,500.00
ISTHA JOC #15-0081 - CLOSED	18076.06	CA Electrical Supp #6	Closed	5/29/2020	328,197.10
Cook CountyJOC155514475GCSBE14	12310	ADA Bathrooms Jefferson	Closed	5/23/2018	325,040.05
Cook County JOC#1555-14475-GC2	12102.03	JHS Precast & Sealant Repair 3	Closed	5/9/2022	316,982.22
Chicago Public Schools	3366	Leif Ericson Elementary	Closed	11/4/2020	313,065.22
Cook County JOC#1555-14475-GC2	12314	Maywood Reno.Windows/Gutters	Active		307,142.62
Cook County JOC#1555-14475-GC2	12102.02	Stroger Supplemental	Closed	10/13/2020	302,244.56
Cook CountyJOC155514475GCSBE14	12313	Courthouses - Garage Door Repl	Closed	11/24/2020	287,353.40
Forest Preserve Dist. of Cook	3353	Picnic Shelter Repairs	Closed	9/23/2020	282,051.00
Chicago Public Schools	3436	Jesse Sherwood ES	Closed	4/7/2021	276,929.89
Cook CountyJOC155514475GCSBE14	12316	RJ Stein IFM - Energy Efficient	Active	5/18/2021	273,910.66
Chicago Public Schools	22-16-1011	Piccolo - NPL	Closed	6/1/2022	273,277.43
ISTHA JOC #15-0081 - CLOSED	22-31-1008	Sign Shop, New Machine Enclosu	Closed	7/21/2022	261,378.59
Forest Preserve Dist. of Cook	3488	FPDCC Picnic Shelter Repairs	Closed	7/28/2021	259,754.31
ISTHA JOC #15-0081 - CLOSED	18132	Battery Replacement Phase 1	Closed	12/8/2021	258,496.79
ISTHA JOC #15-0081 - CLOSED	18076.10	CA Electrical Supp #10	Closed	12/17/2020	250,288.35
UIC JOC 699-600-17	16114	Install Steam Plant EM Gener	Closed	12/1/2019	249,998.00
UIC JOC 600-C22001	23-41-1004	UIC 605 Inner Circle Flooring	Active		249,948.00
Univ of Illinois at Chicago	3307	High Pressure Steam Boiler	Closed	6/8/2020	249,712.92
Chicago Public Schools	3434	Daniel S. Wetworth ES	Closed	4/2/2021	248,011.91
UIC JOC FY18	19023	Feed Mill Silo's Demo	Closed	11/1/2021	246,876.88
UIC JOC 699-600-17	16130	Lecture Center East RM 101 Ren	Closed	5/25/2021	245,674.00
UIC JOC 699-600-17	16125	Renovate Student Affairs	Closed	4/8/2021	244,416.00
Cook County JOC#1555-14475-GC2	12105	Markham-Maywood Gallery Seatin	Closed	8/21/2019	242,251.96

UIUC JOC FY18	19012	B4 Parking Garage Waterproofin	Closed	1/16/2020	12/17/2020	242,094.98
UIC JOC 699-600-17	16132	UIC 601 West Plaza Redesign	Closed	5/25/2021	11/30/2021	242,027.00
Chicago Public School JOC17020	22-17-1001	Nixon ES NPL	Closed	2/14/2022	5/31/2023	241,476.20
Chicago Public Schools	3385	Edward A Bouchet Math & Scienc	Closed	12/17/2020	3/31/2022	240,873.37
UIUC JOC FY18	19011	F29 Parking Garage	Closed	3/12/2020	12/17/2020	240,575.29
UIUC JOC 699-600-17	16131	Burnham Hall - Remodel Rooms	Closed	5/25/2021	12/31/2021	240,367.00
ISTHA JOC #15-0081 - CLOSED	22-31-1020	Plaza 99	Active	10/7/2022	2/28/2023	238,851.85
Cook CountyJOC155514475GCSBE14	12317	DOTD District 1 Facility Maso	Closed	8/13/2021	11/1/2022	237,203.92
UIUC JOC FY18	19014	Solar Farms 2.0 - Planting	Closed	5/11/2020	2/28/2021	230,348.09
ISTHA JOC #15-0081 - CLOSED	18076.09	CA Electrical Feed Ext Addt #4	Closed	4/17/2020	12/30/2020	229,100.92
ISTHA JOC #15-0081 - CLOSED	22-31-1009	Sign Shop Phase 3	Active	6/13/2022	2/28/2023	227,118.28
UIUC JOC FY18	19010	Architecture Building Drainage	Closed	10/9/2019	3/4/2021	225,204.82
UIC JOC 600-C22001	22-41-2004	UIC Bldg 911 Repair Switchgear	Closed	10/28/2022	5/31/2023	223,279.00
ISTHA JOC #15-0081 - CLOSED	22-31-1025	Plaza 99 Supplemental	Closed	1/6/2023	2/28/2023	222,854.69
ISTHA JOC #15-0081 - CLOSED	22-31-1010	Sign Shop Phase 2	Closed	6/13/2022	2/28/2023	217,863.43
UIC JOC 699-600-17	16109	Mod Bench and Window Cir	Closed	6/1/2019	7/15/2020	214,660.00
Salvation Army	3089C	Dempster - Des Plaines Parking	Closed			
UIC JOC 600-C22001	23-41-1002	UIC 937 Polk St Courtyard Reno	Closed			
Chicago Public Schools - JOC 1	23-17-1000	Madison ES	Active			
UIC JOC 699-600-17	16120	Maxwell Street Garage Repairs	Closed	3/1/2023		212,908.46
UIUC JOC FY18	19017	DIA Soccer Fencing	Closed	7/22/2020	10/5/2020	210,000.00
Salvation Army	3227	Booth Manor Parking Lt	Closed	7/1/2020	8/31/2021	208,905.43
UIUC JOC FY18	19016	ACB Roof Replacement	Closed	12/1/2019	6/9/2020	207,153.15
Cook County JOC#1555-14475-GC2	12109	Maywood Clean Room	Closed	9/1/2020	8/31/2021	206,071.25
UIUC JOC FY18	19024	Memorial Stadium Painting	Closed	7/10/2019	1/31/2023	204,879.02
Chicago Public Schools	3325	Walt Disney Magnet Elementary	Closed	11/17/2021	11/9/2022	204,207.05
UIUC JOC FY18	19013	Illini Union Partial Roof Repa	Closed	6/30/2020	3/1/2022	190,016.19
UIUC JOC FY18	19025	UIUC Baseball Backstop	Closed	5/6/2020	2/28/2021	187,025.29
UIC JOC 699-600-17	16138	UIC Law Signage	Closed	1/7/2022	5/31/2022	186,829.34
Chicago Housing Auth JOC#12540	22-13-1002	4425 N MaldenDeck Renovations	Closed	12/1/2021	1/31/2023	185,340.00
UIUC JOC FY18	19026	Willard Airport	Closed	8/1/2022	3/31/2023	183,342.35
Salvation Army	3089E	Blue Island	Closed	1/26/2022	12/31/2022	183,000.84
UIUC JOC FY18	22-39-1007	Psych Bldg Elevator Upgrades	Closed	6/1/2019	1/22/2021	182,845.80
UIC JOC 699-600-17	16136	607-608 Relandscape	Closed	4/20/2022	10/6/2022	182,147.90
Univ of Illinois at Chicago	3228	Replace HVAC - Env. Rooms	Closed	9/17/2021	9/30/2022	175,964.00
Chicago Public Schools	3433	Chicago Military	Closed	12/19/2019	12/31/2021	173,649.76
UIC JOC 699-600-17	22-41-1001	Remodel Bathrooms 141 & 307A	Closed	4/16/2021	5/31/2022	171,247.24
ISTHA JOC #15-0081 - CLOSED	22-31-1001	Dekalb Equipmental Rental	Closed	5/1/2022	11/1/2022	169,881.00
Chicago Public Schools	3324	Burnside Elementary Scholastic	Closed	3/7/2022	9/30/2022	166,158.04
UIUC JOC FY18	19018	ISRH Wardall Hall - Door/Hardw	Closed	6/30/2020	12/31/2021	164,794.00
Chicago Public Schools	3306	Peter A. Reinberg Elem. School	Closed	1/30/2021	12/31/2022	164,471.07
Cook CountyJOC155514475GCSBE14	12312	Roof Replacement of Building	Closed	6/9/2020	9/30/2021	163,088.57
UIC JOC 699-600-17	16134	UIC 618 BSB Site Wall	Closed	11/4/2020	10/31/2022	162,148.92
				7/22/2021	6/30/2022	160,763.00

UIUC JOC FY18	22-39-1008	CERL Robotics Testing Sitework	Closed	4/28/2022	12/31/2022	159,670.66
UIC JOC 699-600-17	16119	Minor Renovation of LC B1	Closed	6/26/2020	3/3/2021	157,596.00
MB RealEstate	22-32-1008	69 W. Washington Railings	Active			156,587.00
UIC JOC 699-600-17	16122	Drain & Drainpipe Repair	Closed	11/19/2020	3/31/2021	156,453.00
Cook County JOC#155514475DSBE19	12311	CCAB-HVAC Radio Room	Closed	7/10/2019	6/1/2020	156,388.82
Chicago Housing Auth #12084	33019	1553 Albion 2209 Highland 69	Closed	9/1/2020	7/31/2022	156,296.46
UIC JOC 699-600-17	16124	Bldg.631-Painting & Flooring	Closed	4/1/2021	12/31/2021	151,470.00
UIUC JOC FY18	19019	Steam Tunnel Repair	Closed	7/6/2021	10/31/2022	150,232.98
UIC JOC 600-C22001	23-41-1003	UIC 949 Resurface ED Parking	Active			149,257.00
UIC JOC 699-600-17	16117	940-618-20J - Redec.Coaridors	Closed	5/13/2020	8/18/2020	146,881.00
ISTHA JOC #15-0081 - CLOSED	18076.05	CA Electrical Feed Supp #5	Closed	6/8/2020	8/20/2020	145,693.21
Chicago Housing Authority	3367	Zelda Ormes Parking Lot Impro	Closed	11/2/2020	6/30/2021	145,335.22
UIC JOC 699-600-17	16111	Wood Street Parking Mod	Closed	6/1/2019	8/18/2020	142,244.74
UIUC JOC FY18	22-39-1009	Kirby Lighting Phase 1	Closed	5/4/2022	5/31/2023	141,351.18
Chicago Housing Auth JOC#12540	22-13-1000	4425 N Malden Window Rep. #1	Active	8/1/2022		139,391.23
Chicago Housing Auth JOC#12540	22-13-1001	4425 N Malden Window Rep #2	Active	8/1/2022		139,391.23
UIC JOC 699-600-17	16128	Renovate Science Auditorium	Closed	4/22/2021	12/31/2021	137,658.00
UIC JOC 600-C22001	23-41-1000	Bldg 618 Renovation of 4th Fl	Closed	1/13/2023	5/31/2023	137,246.00
UIUC JOC FY18	19020	KAM - Entrance Door	Closed	9/14/2021	1/31/2023	137,238.24
UIC JOC 699-600-17	22-41-1003	REPLACE DEAD TREES	Closed	6/3/2022	11/1/2022	137,044.00
Columbia College Chicago	22-42-1003	Columbia College Acoustic Pane	Closed	1/1/2022	1/31/2023	136,847.33
Chicago Housing Auth #12084	33018	4448 S. University & 4148 Elli	Closed	6/1/2020	7/31/2022	136,845.46
UIC JOC 699-600-17	16113	Renovate SEO Room Re-Purposing	Closed	10/16/2019	12/14/2020	136,824.94
UIC JOC 699-600-17	22-41-1005	Construct New Breakroom	Closed	6/24/2022	1/27/2023	136,596.00
ISTHA JOC #15-0081 - CLOSED	18121	Salt Barn Roofing	Closed	4/12/2021	11/30/2021	132,925.19
ISTHA JOC #15-0081 - CLOSED	18101.01	M3 Facility Upgrades - Additio	Closed	8/5/2020	5/31/2021	132,382.22
Chicago Public Schools	3435	Mark Skinner ES	Closed	4/2/2021	3/31/2022	125,841.80
Chicago Public Schools - JOC 1	17004	Saucedo Elem Pre-K	Closed	6/1/2019	12/31/2020	125,814.04
UIC JOC 699-600-17	22-41-1004	Bldg.607 Exterior Concrete Pad	Closed	6/21/2022	5/12/2023	122,983.00
UIC JOC 699-600-17	16118	924-610-20J Ren. Class 470-498	Closed	5/13/2020	12/10/2020	117,490.00
ISTHA JOC #15-0081 - CLOSED	22-31-1013	CA Mulch	Closed	6/13/2022	8/31/2022	113,955.34
ISTHA JOC #15-0081 - CLOSED	18076.08	CA Cable Pull	Closed	10/5/2020	9/30/2021	113,905.00
UIC JOC 699-600-17	16116	Rehab SEO 120 Office Space	Closed	1/21/2020	12/14/2020	113,513.00
Cook CountyJOC155514475GCSBE14	12316.01	RJ Stein Energy Efficiency Sup	Active			112,842.00
Salvation Army	3089A	Pulaski Parking Lot	Closed	6/1/2019	2/25/2021	112,595.38
ISTHA JOC #15-0081 - CLOSED	18117	CA Units 3&4 Cap & Bat Replace	Closed	3/15/2021	12/31/2021	109,986.60
City of Chicago - 58539 Sign	05-2325	Remove 3 existing overhead	Closed		6/15/2020	108,455.90
Cook County JOC#1555-14475-GC2	12115	Rockwell Warehouse Storage Flo	Closed	12/1/2021	1/31/2023	107,806.15
Marquee Condominiums	3298	Marquee Condo Entrance	Closed	4/24/2020	12/31/2020	105,998.00
Salvation Army	3089D	69th Street	Closed	6/1/2019	2/25/2021	105,371.18
UIUC JOC FY18	19015	TH Buell Hall - Plaster	Closed	6/26/2020	1/31/2021	104,456.28
City of Chicago - 58539 Sign	05-2402	Requested Hospital signage	Closed	4/1/2020	7/6/2020	103,295.93
UIC JOC 699-600-17	16135	935 909 5th FL build out	Closed	9/9/2021	12/31/2022	99,147.00



AGAE CONTRACTORS, INC.

189 Gordon St., Elk Grove Village, IL 60007
info@agaecontractors.com

P 773-777-2240 F 773-777-2243
www.agaecontractors.com

FINANCIAL CONDITIONS/BUSINESS PRACTICES

A. INSURANCE RATING:

- a. AGAE Contractors, Inc. Insurance EMR rating is under 1.0. (Please see the attached EMR letter from Marsh McLennan Agency for specifics).
- b. AGAE Contractors, Inc., nor its owners have filed for federal bankruptcy within the past 5 years.

B. SOUND FISCAL MANAGEMENT:

- a. Please find the attached 2 years of audited financial statements.

C. CONTRACTS TERMINATED BY OWNER FOR NON-PERFORMANCE IN THE PAST 5 YEARS:

- a. AGAE Contractors, Inc. has not had any contract terminated for non-performance.

D. Claims on AGAE Contractors, Inc. bonds in the past 5 years:

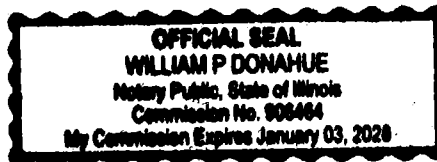
- a. AGAE Contractors, Inc. has not had any claims on bonds over the past 5 years.

I, Frank Kutschke, as President of AGAE Contractors, Inc., certify that the above information is true.

Frank Kutschke, President


Notary

01/03/2028
Commission Expires





February 08, 2024

A.G.A.E. Contractors, Inc.
189 Gordon Street
Elk Grove Village, IL 60007

Re: Experience Modification Rating

To whom it may concern:

AGAE Contractors' historical and current Experience Modification Rating (EMR) are as follows:

- 2024 – 0.86
- 2023 – 0.88
- 2022 – 0.88
- 2021 – 0.86
- 2020 – 0.87

Please feel free to reach out with any questions or concerns.

Sincerely,

Lindsey Bowen

Lindsey Bowen, CISR, CRIS
Account Manager | Construction & Real Estate
CA Insurance License #4018962
+1 847 908 8713
20 N. Martingale Road, Suite 100 | Schaumburg, IL | 60173
Lindsey.Bowen@MarshMMA.com | MarshMMAMidwest.com



March 15, 2024

Re: AGAE Contractors, Inc.
Surety Bonding Prequalification

To Whom It May Concern:

We are pleased to advise that Kotula Group is the bonding agent for AGAE Contractors, Inc. Our relationship and experience has been excellent. **AGAE Contractors is currently bonded by Euler Hermes North America Insurance Company (A+ XV AM Best Rating) with bonding capacity of \$30,000,000 single and \$75,000,000 aggregate.** Please note these amounts do not necessarily represent maximum support.

The issuance of any bid or final bonds is subject to normal underwriting review at the time of the bond request. This letter is for informational purposes only, and it is understood that a surety relationship is strictly a matter between a principal and a surety. This letter is not an assumption of liability, nor is it a performance bond.

If you have any questions, please feel free to contact our office.

Sincerely,

A handwritten signature in black ink, appearing to read 'B. DiPaola'.

Brian DiPaola, Attorney-in-fact



Brian DiPaola
Vice President | The Kotula Group, LLC
25 N River Ln, Suite 25415 | Geneva, IL 60134
Brian@KotulaGroup.com | 312.895.4565

G-23208-B

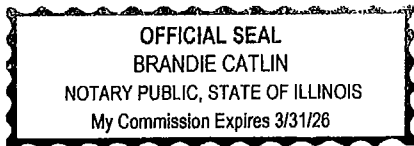
ss.

STATE OF IL

COUNTY OF WILL

I, Brandie Catlin, Notary Public of Will County, in the State of Illinois, do hereby certify that Brian DiPaola Attorney-in-fact, of the Euler Hermes North America Insurance Company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said Instrument, for and on behalf of the Euler Hermes North America Insurance Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Lockport in said County, this 15th day of March A.D. 2024.



Brandie Catlin

Brandie Catlin

Notary Public



Allianz
Trade

EULER HERMES NORTH AMERICA INSURANCE COMPANY
800 Red Brook Boulevard * Owings Mills, Maryland 21117

The number of persons authorized by this
Power of Attorney is not more than:

2

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That EULER HERMES NORTH AMERICA INSURANCE COMPANY (EULER HERMES), a corporation organized and existing under the laws of the state of Maryland, does hereby nominate, constitute, and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for and in its name, place, and stead to execute on behalf of EULER HERMES, as surety, any and all bonds, undertakings, and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of EULER HERMES on any such bond, undertaking, or contract of suretyship executed under this authority shall not exceed the limit stated below.

NAME	ADDRESS	LIMIT OF POWER
Brian DiPaola David Kotula	220 N. Green Street Chicago, IL 60607	Unlimited

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF, EULER HERMES has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunder affixed this 1st day of November, 20 22.



James Daly, President and CEO-The Americas

Nicholas P. Verna II, Senior Vice President
and Regional Head of Surety and
Guarantee, Americas

State of Maryland, County of Baltimore

On this 1st day of November, 20 22, before me personally appeared Nicholas P. Verna II, to me known, being duly sworn, deposes and says that he resides in Southeastern, PA; that he is Senior Vice President and Regional Head of Surety and Guarantee, Americas of Euler Hermes North America Insurance Company, the Company described herein and which executed the above instrument; that he know the seal of EULER HERMES; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of EULER HERMES; and that he signed his name thereto by like authority.



Notary Public

This Commission Expires February 2, 2026

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of EULER HERMES NORTH AMERICA INSURANCE COMPANY (Company) by unanimous consent on October 1, 2015.

RESOLVED: That the President, Executive Vice President, Senior Vice President, Vice President, Secretary, and Assistant Vice Secretary, be and hereby are authorized from time to time to appoint one or more Attorneys-in-Fact to execute on behalf of the company, as surety, and any and all bonds, undertakings and contracts of suretyship, or other written obligation in the nature thereof; to proscribe their respective duties and all respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and signature of the aforesaid officers and may be affixed by facsimile to any Power of Attorney given for the execution of any bond, undertaking, contract of suretyship, or other written obligations in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as thought manually affixed.

CERTIFICATION

I, Nicholas P. Verna II, Senior Vice President and Regional Head of Surety & Guarantee, Americas of EULER HERMES NORTH AMERICA INSURANCE COMPANY, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of October 1, 2015, have not been revoked and are now in full force and effect.

Signed and sealed this 15th day of March, 20 24.



Nicholas P. Verna II, Senior Vice President and Regional
Head of Surety and Guarantee, Americas



KOTULA GROUP
construction surety bond specialists

February 28, 2024

Re: AGAE Contractors, Inc.

To Whom It May Concern:

Please be advised that Euler Hermes North America Insurance Company is the current surety for AGAE Contractors, Inc. There have been no claims on Bidder's bond in the past five years, except where not due to the material fault of the bidder.

If you have any questions, please feel free to contact our office.

Sincerely,

David Kotula, Attorney-in-fact
Euler Hermes North America Insurance Company

Phone: 312-895-4565
Dave@kotulagroup.com

The Kotula Group, LLC
25 N. River Ln, Suite 25415
Geneva, IL 60134



ORLAND PARK

INSURANCE REQUIREMENTS

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

WORKERS' COMPENSATION & EMPLOYER LIABILITY

Full Statutory Limits - Employers Liability
\$500,000 – Each Accident \$500,000 – Each Employee
\$500,000 – Policy Limit
Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY (ISO Form CA 0001)

\$1,000,000 – Combined Single Limit Per Occurrence
Bodily Injury & Property Damage

GENERAL LIABILITY (Occurrence basis) (ISO Form CG 0001)

\$1,000,000 – Combined Single Limit Per Occurrence
Bodily Injury & Property Damage
\$2,000,000 – General Aggregate Limit
\$1,000,000 – Personal & Advertising Injury
\$2,000,000 – Products/Completed Operations Aggregate

Additional Insured Endorsements: (not applicable for Goods Only)

ISO CG 20 10 or CG 20 26

and

CG 20 01 Primary & Non-Contributory

Blanket Waiver of Subrogation in favor of the Village of Orland Park

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

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

☒ LIABILITY UMBRELLA (Follow Form Policy)

☐ \$1,000,000 – Each Occurrence \$1,000,000 – Aggregate

☐ \$2,000,000 – Each Occurrence \$2,000,000 – Aggregate

☒ Other: \$5,000,000 – Each Occurrence \$5,000,000 – Aggregate

EXCESS MUST COVER: General Liability, Automobile Liability, Employers' Liability

☐ PROFESSIONAL LIABILITY

☐ \$1,000,000 Limit – Claims Made Form, Indicate Retroactive Date

☐ \$2,000,000 Limit – Claims Made Form, Indicate Retroactive Date

☐ Other: _____
Deductible not-to-exceed \$50,000 without prior written approval

☐ BUILDERS RISK

Completed Property Full Replacement Cost Limits – Structures under construction

☐ ENVIRONMENTAL IMPAIRMENT/POLLUTION LIABILITY

\$1,000,000 Limit for bodily injury, property damage and remediation costs
resulting from a pollution incident at, on or mitigating beyond the job site

☐ CYBER LIABILITY

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

Any insurance policies providing the coverages required of the Consultant, excluding Professional Liability, shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, volunteers and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." The required

9/9/22

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

Consultant agrees that prior to any commencement of work to furnish evidence of Insurance coverage providing for at minimum the coverages, endorsements and limits described above directly to the Village of Orland Park, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the contractor.

ACCEPTED & AGREED THIS 19th DAY OF March, 2024



Signature
Frank Kutschke, President

Printed Name & Title

Authorized to execute agreements for:
AGAE Contractors, Inc.

Name of Company





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/22/2024

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

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

PRODUCER Marsh & McLennan Agency LLC 20 North Martingale Road Schaumburg IL 60173	CONTACT NAME: Lindsey Todt PHONE (A/C, No, Ext): (847) 598-8753 FAX (A/C, No): (847) 440-9130 E-MAIL ADDRESS: Lindsey.Todt@MarshMMA.com
INSURED AGAE Contractors 189 Gordon Street Elk Grove Village IL 60007	INSURER(S) AFFORDING COVERAGE INSURER A : National Fire Insurance Co. of INSURER B : Valley Forge Insurance INSURER C : Continental Insurance Company INSURER D : American Casualty Company of R INSURER E : Aspen Insurance INSURER F : ARCH Insurance Company
AGAECON-01	NAIC # 20478 20508 35289 20427 11150

COVERAGES

CERTIFICATE NUMBER: 1217543486

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:		7039576791	6/14/2023	6/14/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		7039576774	6/14/2023	6/14/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C F	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		7039576788 UXP300032900	6/14/2023 9/29/2023	6/14/2024 6/14/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 Excess Occ & Agg \$ \$15,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	7039576807	6/14/2023	6/14/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A E A	Lease & Rented Pollution/Professional Installation Floater		7039576791 ER00WGR23 7039576791	6/14/2023 6/14/2023 6/14/2023	6/14/2024 6/14/2024 6/14/2024	Limit: \$50,000 Limit \$2,000,000 Limit Per Location 175,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers Compensation and Employers' Liability: Any Proprietor/Partner/Executive Officer/Member (Julie Peric), as listed on the policy, is excluded.
Proof of Insurance

CERTIFICATE HOLDER

CANCELLATION

Sample

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

**CNA PARAMOUNT****Contractors' General Liability Extension Endorsement**

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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Contractors' General Liability Extension Endorsement

- a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf, in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

✓ 2. **ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE**

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. **BODILY INJURY – EXPANDED DEFINITION**

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. **BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE**

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. **BROAD KNOWLEDGE OF OCCURRENCE**

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

B. **NOTICE OF OCCURRENCE**

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. **BROAD NAMED INSURED**

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:
- a. on the effective date of this **Coverage Part**; or



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTRACTORS EXTENDED COVERAGE ENDORSEMENT
- BUSINESS AUTO PLUS -**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM



I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
- b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.
3. Any person or organization that you are required by a written contract to name as an additional insured is an "insured" but only with respect to their legal liability for acts or omissions of a person, who qualifies as an "insured" under Section II – Who Is An Insured and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.
4. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's"

name, with your permission, while performing duties related to the conduct of your business.

"Policy," as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
2. In **a.(4)**, the limit for the loss of earnings is changed from \$250 to \$500 a day.

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision **C.** is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered "auto," any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

10020002750994524277212



D. Hired "Autos"

The following is added to **Section III, Paragraph A.:**

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered "auto" you lease, hire, rent or borrow without a driver; and
- b. Any covered "auto" hired or rented by your "employee" without a driver, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one "accident" or "loss" is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered auto. No deductible applies to "loss" caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned "autos."
- e. Such physical damage coverage for hired "autos" will:
 - (1) Include loss of use, provided it is the consequence of an "accident" for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
 - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per "accident."

E. Airbag Coverage

The following is added to **Section III, Paragraph B.3.:**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered "auto" also applies to "loss" to any permanently installed electronic equipment including its antennas and other accessories.

- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to **Section III, Paragraph B.6.:**

Subject to the following, the "diminution in value" exclusion does not apply to:

- a. Any covered "auto" of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered "auto" of the private passenger type hired or rented by your "employee" without a driver for a period of 30 days or less, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a "diminution in value" loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for "loss" to a covered "auto" in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the "auto's" actual cash value (ACV).

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III:**

- 1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers," except:
 - a. An "auto" owned by that "executive officer" or a member of that person's household; or
 - b. An "auto" used by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos."

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered "auto"; and

(2) Excess over any other collectible insurance.

2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are "insureds" while using a covered "auto" described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.**:

- (4) Your "employees" may know of an "accident" or "loss." This will not mean that you have such knowledge, unless such "accident" or "loss" is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.**:

- (6) Your "employees" may know of documents received concerning a claim or "suit." This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have, because of payments we make for injury or

damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an "accident" or "loss."

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.**:

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.**:

Regardless of the provisions of Paragraphs 5.a. and 5.d. above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract. That written contract must have been entered into prior to "Accident" or "Loss."

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

- a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. Paragraph C. is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

10020002750994524277213



POLICY NUMBER: 7039576774

COMMERCIAL AUTO
CA 04441013

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: AGAE Contractors

Endorsement Effective Date: 06/14/2023

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION FOR WHOM
OR WHICH YOU ARE REQUIRED BY WRITTEN
CONTRACT OR AGREEMENT TO OBTAIN THIS
WAIVER FROM US. YOU MUST AGREE TO THAT
REQUIREMENT PRIOR TO LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

4002001750828743177331



CNA**CNA PARAMOUNT****Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A.** in the performance of your ongoing operations subject to such **written contract**; or
 - B.** in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. the **written contract** requires you to provide the additional insured such coverage; and
 - 2. this **coverage part** provides such coverage.
- II.** But if the **written contract** requires:
- A.** additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B.** additional insured coverage with "arising out of" language; or
 - C.** additional insured coverage to the greatest extent permissible by law;
- then paragraph **I.** above is deleted in its entirety and replaced by the following:
- WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- A.** coverage broader than required by the **written contract**; or
 - B.** a higher limit of insurance than required by the **written contract**.
- IV.** The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
- A.** the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
 - B.** any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V.** Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

CNA75079XX (10-16)

Page 1 of 2

Policy No: 7039576791

Endorsement No: 7

Effective Date:

Insured Name: AGAE Contractors

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00020009660724391961708

**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement****Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury** or **property damage**; or
 2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

**Contractors' General Liability Extension Endorsement**

- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

 25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the claim.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor



Workers Compensation And Employers Liability Insurance
Policy Endorsement

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

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 3; Page: 1 of 1

Policy No: 7039576807

Policy Effective Date:

Policy Page: 41 of 68

Underwriting Company: American Casualty Company of Reading, Pennsylvania, 151 N Franklin St,
Chicago, IL 60606

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

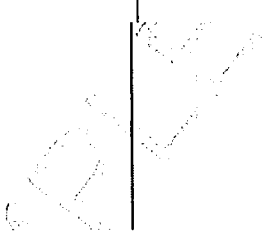
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Or _____ :	Location s Of Covered O erations
	

Information re uired to com lete this Schedule, f.ttpfshown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is' rn,naed to include as an additional insure,d_1be person(s) or organization(s) shown in the {Sc gute, ,but only with respect to liability for "bodlly_1njury"i "property damage" or "personal and ady r\$sing injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

Information required to complete this Schedule --if not shown above, will be shown in the Declarations.

A'

Section II - Who Is An Insured: is permitted to include as an additional insured the person(s) or organization(s) shown in the Schedule, if only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations; or
- B.** In connection with your premises owned by or rented to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS -AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render,

any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

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.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

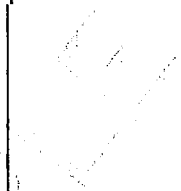
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS- COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
	

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule; but, only with respect to liability for "bodily injury; or" "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



AGAE CONTRACTORS, INC.

189 Gordon St., Elk Grove Village, IL 60007
info@agaecontractors.com

P 773-777-2240 F 773-777-2243
www.agaecontractors.com

Executive Summary of Qualifications of AGAE Contractors, Inc.

AGAE Contractors, Inc. is a family-owned business that has operated out of the Chicago land area since February 16, 1999. AGAE is an S-Corporation formed in the State of Illinois and is currently authorized to do business in the State of Illinois. The principles of the company are:

- Julie Peric President / Owner / CEO / Treasurer
- Frank Kutschke Corporate President
- Michael Huntentburg Corporate Secretary

AGAE is Headquartered at:

189 Gordon St.
Elk Grove Village, IL 60007

With a satellite office located at:

4549 N. Milwaukee Ave.
Chicago, IL 60630

Through AGAE and its subsidiaries, we have held major government, educational, and health system contracts for general contracting services consisting of:

- Interior demolition and renovation,
- Heating, Air conditioning, and Mechanical service,
- Carpentry, Plumbing, and Electrical Services,
- Glass repairs and replacements,
- Fencing repairs and replacements,
- Signage repairs and maintenance,
- Construction management services, and
- Job Order Contracting (JOC) contracts.

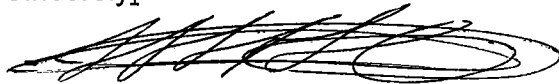
AGAE is very familiar with the Village of Orland Park and its outstanding reputation. Due to our current client work, we feel AGAE has a strong understanding of what the Village is looking for in construction services. Our staff has varied backgrounds and experiences in working for, and within, the Village and are sensitive to the construction process required in publically funded environments.

AGAE Contractors, Inc. has the size, experience, and capacity to handle, bond, and insure this CHA project. AGAE has managed projects as small as a few thousand dollars to as large and complex as \$20M+.

Current contracts held by AGAE include:

- Northwestern Medicine: Various projects since 2018
- Chicago Housing Authority Section various JOC, TOCC, and Capital projects Since 2017
- Chicago Public Schools JOC Since 2015
- City College of Chicago JOC Since 2009
- County of Cook General Contracting JOC Since 2012
 - Stroger Hospital various JOC projects
- County of Cook SBE General Contracting JOC Since 2016
- County of Cook SBE Demolition JOC Since 2016
- Illinois State Toll and Highway Authority JOC Since 2016
- University of Illinois at Chicago General Contract JOC Since 2012
 - UI Health through various JOC projects
- University of Illinois at Chicago Heating A/C Temp Control JOC (under AGAE / Jade Joint Venture, LLC) 2017
- University of Illinois at Chicago Electrical Work JOC (under AGAE / Mundo Electric Joint Venture, LLC) 2017
- University of Illinois at Chicago Roofing Work JOC (under AGAE / A-1 Roofing Joint Venture, LLC) 2017
- University of Illinois at Urbana – Champaign JOC Since 2017

Sincerely,

A handwritten signature in black ink, appearing to read 'Frank Kutschke', with a large, stylized circular flourish at the end.

Frank Kutschke
President
AGAE Contractors, Inc.



Bachmeier CPAs, Inc.

Certified Public Accountants, Consultants, and Tax Advisors

INDEPENDENT AUDITOR'S REPORT

To Management
AGAE Contractors, Inc. and Subsidiaries
Elk Grove Village, Illinois

Opinion

We have audited the accompanying financial statements of AGAE Contractors, Inc. and Subsidiaries (an Illinois corporation), which comprise the consolidated balance sheets as of December 31, 2022 and 2021, and the related consolidated statements of income, retained earnings, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of AGAE Contractors, Inc. and Subsidiaries as of December 31, 2022 and 2021, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of AGAE Contractors, Inc. and Subsidiaries and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about AGAE Contractors, Inc. and Subsidiaries' ability to continue as a going concern within one year after the date that the consolidated financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but it is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing our audits in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audits.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audits in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of AGAE Contractors, Inc. and Subsidiaries' internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about AGAE Contractors, Inc. and Subsidiaries' ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audits, significant audit findings, and certain internal control related matters that we identified during the audits.

Report on Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The supplementary information included in the schedule of contracts in progress is presented for the purpose of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.



Bachmeier CPA's, Inc.
Elk Grove Village, Illinois
May 19, 2023

AGAE CONTRACTORS, INC. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS DECEMBER 31, 2022 AND 2021

	2022	2021
ASSETS		
CURRENT ASSETS		
Cash	\$ 4,530,389	\$ 855,129
Contracts Receivable (Net)	10,763,560	9,539,536
Costs and Estimated Earnings in Excess of Billings on Uncompleted Contracts	<u>375,247</u>	<u>760,493</u>
	15,669,196	11,155,158
PROPERTY AND EQUIPMENT		
	<u>230,401</u>	<u>342,703</u>
	<u>\$ 15,899,597</u>	<u>\$ 11,497,861</u>
LIABILITIES AND SHAREHOLDER'S EQUITY		
CURRENT LIABILITIES		
Accounts Payable	\$ 9,350,451	\$ 8,347,353
Billings in Excess of Costs and Estimated Earnings on Uncompleted Contracts	2,552,321	1,060,625
Other Current Liabilities	<u>101,640</u>	<u>1,083</u>
	12,004,412	9,409,061
SHAREHOLDER'S EQUITY		
Common Stock (No Par Value, 1,000 Shares Authorized, Issued and Outstanding)	1,000	1,000
Retained Earnings	3,899,344	2,094,792
Non-Controlling Interest	<u>(5,159)</u>	<u>(6,992)</u>
	<u>3,895,185</u>	<u>2,088,800</u>
	<u>\$ 15,899,597</u>	<u>\$ 11,497,861</u>

The accompanying notes are an integral part of these statements.

AGAE CONTRACTORS, INC. AND SUBSIDIARIES**CONSOLIDATED STATEMENTS OF INCOME AND RETAINED EARNINGS
YEARS ENDED DECEMBER 31, 2022 AND 2021**

	2022	2021
CONTRACT REVENUES EARNED	\$ 57,699,852	\$ 39,943,236
CONTRACT COSTS	<u>52,036,387</u>	<u>36,134,070</u>
GROSS PROFIT	5,663,465	3,809,166
SELLING, GENERAL AND ADMINISTRATIVE EXPENSES		
Office Salaries	2,653,337	2,707,640
Payroll Taxes	163,052	250,253
Depreciation	130,081	127,957
Employee Benefit Plan	172,941	65,365
Insurance	306,011	296,963
Licenses, Permits and Fee	3,749	4,446
Office	86,594	38,592
Professional Fees	80,838	76,645
Rent	0	110,000
Repairs and Maintenance	23,182	0
Utilities	<u>51,128</u>	<u>49,028</u>
	<u>3,670,913</u>	<u>3,726,889</u>
INCOME FROM OPERATIONS	1,992,552	82,277
OTHER INCOME		
Paycheck Protection Program SBA Loan Forgiveness	<u>0</u>	<u>473,333</u>
	<u>0</u>	<u>473,333</u>
NET INCOME	1,992,552	555,610
RETAINED EARNINGS, BEGINNING	2,094,792	1,609,182
DIVIDENDS	<u>(188,000)</u>	<u>(70,000)</u>
RETAINED EARNINGS, ENDING	<u>\$ 3,899,344</u>	<u>\$ 2,094,792</u>

The accompanying notes are an integral part of these statements.

AGAE CONTRACTORS, INC. AND SUBSIDIARIES**CONSOLIDATED STATEMENTS OF CASH FLOWS
YEARS ENDED DECEMBER 31, 2022 AND 2021**

	2022	2021
CASH FLOWS FROM OPERATING ACTIVITIES		
Net Income	\$ 1,992,552	\$ 555,610
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities		
Depreciation	130,081	127,957
(Increase) Decrease in Assets		
Contracts Receivable	(1,224,024)	(5,710,139)
Costs and Estimated Earnings in Excess of Billings on Uncompleted Contracts	385,246	(471,075)
Increase (Decrease) in Liabilities		
Accounts Payable	1,003,098	5,149,731
Billings in Excess of Costs and Estimated Earnings on Uncompleted Contracts	1,491,696	948,359
Other Current Liabilities	100,557	(105,647)
Net Cash Provided by Operating Activities	<u>3,879,206</u>	<u>494,796</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Shareholder Dividends	(188,000)	(70,000)
Proceeds from Paycheck Protection Program SBA Loan	0	473,333
Paycheck Protection Program SBA Loan Forgiveness	0	(473,333)
Net Cash Used by Operating Activities	<u>(188,000)</u>	<u>(70,000)</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of Property and Equipment	(17,779)	(42,294)
Non-Controlling Interest	1,833	2,194
Net Cash Used by Investing Activities	<u>(15,946)</u>	<u>(40,100)</u>
INCREASE IN CASH	3,675,260	384,696
CASH, BEGINNING	<u>855,129</u>	<u>470,433</u>
CASH, ENDING	<u>\$ 4,530,389</u>	<u>\$ 855,129</u>

The accompanying notes are an integral part of these statements.

AGAE CONTRACTORS, INC. AND SUBSIDIARIES

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS YEARS ENDED DECEMBER 31, 2022 AND 2021

NOTE 1--NATURE OF OPERATIONS AND ACCOUNTING POLICIES

Business Activity

This summary of significant accounting policies of AGAE Contractors, Inc. and Subsidiaries (Company) is presented to assist in understanding the Company's consolidated financial statements. The consolidated financial statements and notes are representations of the Company's management who are responsible for their integrity and objectivity. These accounting policies conform to U.S. generally accepted accounting principles and have been consistently applied in the preparation of the consolidated financial statements.

The Company, located in Elk Grove Village, Illinois, is engaged as a general contractor, primarily for commercial and industrial construction properties in the Chicago metropolitan area. The majority of the company's work is subcontracted out to unionized subcontractors. The major accounting policies followed by the Company are as follows:

Principles of Consolidation

The consolidated financial statements include the accounts of the Company and its 95% owned subsidiaries, AGAE-Pro-Fence J.V., AGAE-A1 Roofing J.V., LLC, AGAE-Jade J.V., LLC, AGAE-Mundo Electric J.V., LLC, AGAE-Airport Electric J.V. LLC, AGAE-Blackhawk HVAC J.V., LLC and AGAE-Grove Masonry J.V., LLC. All subsidiaries were formed between 2016 and 2021, respectively as joint ventures with other construction firms. Based on the terms of the joint venture agreements, AGAE Contractors, Inc. controls all the partnerships and has consolidated all seven joint ventures as subsidiaries. All significant intercompany transactions and balances have been eliminated in consolidation.

Operating Cycle

The length of the Company's contracts varies but is typically less than one year. Assets and liabilities related to long-term contracts are included in current assets and current liabilities in the accompanying balance sheets, as they will be liquidated in the normal course of contract completion. However, this may require more than one year.

Revenue and Cost Recognition

In May 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2014-09, *Revenue from Contracts with Customers* (ASC 606). The rules establish a core principle requiring the recognition of revenue to depict the transfer of promised goods or services to customers in an amount reflecting the consideration to which the entity expects to be entitled in exchange for such goods or services. Prior to the amendment, contract revenue was recognized on the percentage-of-completion method, which is measured by the percentage of costs incurred to date to estimated total costs for each contract. The new rule requires an entity to (1) identify the contract, (2) identify the performance obligations in the contract, (3) determine the transaction price, (4) allocate the transaction price to the performance obligations, and (5) recognize revenue over time as each performance obligation is completed. The Company adopted ASC 606 as of January 1, 2019. In recalculating costs and revenue under ASC 606 guidance, no material difference was identified in the account balances.

The Company recognizes revenue on construction contracts over time, as performance obligations are satisfied, due to the continuous transfer of control to the customer. The customer typically controls the contracts-in-process, as evidenced either by contractual termination clauses or by rights to payment for work performed to date plus a reasonable profit to deliver products or services that do not have alternative use to the Company. The Company's construction contracts are generally accounted for as a single performance obligation since the Company is providing a significant service of integrating components into a single project. The Company recognizes revenue using a cost-based input method, which uses actual costs incurred relative to the total estimated contract costs to determine, as a percentage, progress toward contract completion. This percentage is applied to the transaction price to determine the amount of revenue to recognize. Costs incurred that do not contribute to satisfying performance obligations are excluded from the cost input calculation as these amounts are not reflective of transferring control to the customer. The Company believes the cost-based method is the most faithful depiction of performance because it directly measures the value of the services transferred to the customer.

AGAE CONTRACTORS, INC. AND SUBSIDIARIES

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS YEARS ENDED DECEMBER 31, 2022 AND 2021

NOTE 1--NATURE OF OPERATIONS AND ACCOUNTING POLICIES (CONTINUED)

Revenue and Cost Recognition (continued)

If based on a lack of reliable information, progress cannot be reasonably measured, then recognition of revenues (but not costs) is deferred until progress can be reliably measured. If, however, it is expected that total costs will be recovered, the Company will recognize revenues equal to costs incurred until the Company can reliably measure progress.

Revenues on uninstalled materials are recognized when control is transferred to the customer, which does not necessarily equate to when the cost is incurred. Under limited circumstances, revenue on certain uninstalled third-party materials is recognized when the cost is incurred; however, profit is not recognized at that time.

Use of Estimates

The preparation of the consolidated financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosures of contingent assets and liabilities at the date of the consolidated financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those results.

Contract Receivables

The Company extends trade credit to its customers. The receivables are valued at management's estimate of the amount that will ultimately be collected. The Company determines an allowance for doubtful accounts based on a review of outstanding receivables, historical collection information, and existing economic conditions. Management believes that contract receivables at December 31, 2022, are fully collectible; therefore, no allowance for bad debt has been established.

Contract Balances

Contract assets include unbilled amounts that typically result from revenue under long-term contracts when the percentage of completion method of revenue recognition is utilized and revenue recognition exceeds the amount billed to the customer. Contract liabilities are costs of billing in excess of revenue recognized.

Significant Judgements

The Company recognizes revenues from construction contracts using the percentage-of-completion method, which is measured by the percentage of cost incurred to date to management's estimated total cost for each contract. That method is used because management considers the total cost to be the best available measure of progress on the contracts. At December 31, 2022, management estimated the remaining costs to complete the contracts-in-progress at that date. These estimates were used in calculating the contract assets and contract liabilities. Because of the inherent uncertainties in estimating costs, it is at least reasonably possible that the estimates used will change within the near term.

Property and Equipment

Property and equipment are recorded at cost, less accumulated depreciation. Depreciation is provided on the straight-line method for financial reporting and accelerated methods for income tax reporting purposes over the estimated useful lives which range from five to ten years. Maintenance, repairs, and minor replacements, which neither materially add to the value of the property nor appreciably prolong its life, are charged to an expense account when incurred. Gains or losses on the disposition of property and equipment are included in other income or expenses.

Income Taxes

The Company, with the consent of its shareholder, has been elected under the Internal Revenue Code to be an S Corporation. In lieu of corporate income taxes, the shareholders of an S Corporation are taxed on their proportionate share of the Company's taxable income. Therefore, no provision or liability for federal income taxes has been included in these consolidated financial statements. However, the Company may be responsible for certain state taxes which are recognized as incurred.

AGAE CONTRACTORS, INC. AND SUBSIDIARIES

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS YEARS ENDED DECEMBER 31, 2022 AND 2021

NOTE 1--NATURE OF OPERATIONS AND ACCOUNTING POLICIES (CONTINUED)

Bad Debt Expense

The Company writes off bad debts using the reserve method of accounting. Accounts receivable is reported net of the allowance for doubtful accounts, which is a percentage of accounts receivable historically uncollectible.

Collateral

The Company grants credit to its customers; however, the Company does not require collateral for this credit.

Common Control Leasing Arrangement

The Company has adopted the accounting alternative offered to private companies in FASB ASC 810-10 for certain leasing arrangements with entities under common control. In accordance with this alternative, the Company does not evaluate entities that meet the requirements in the variable interest subsections of FASB ASC 810-10. Instead, the Company discloses the leasing arrangement as required by the accounting alternative. See Note 10.

Recent Accounting Pronouncement

On February 25, 2016, the FASB issued ASU Update 2016-02, *Leases* (Topic 842), which requires lessees to recognize an asset and a liability associated with the right to use a given asset and obligations to make payments pursuant to the terms of the lease. This standard was effective as of January 1, 2021.

Date of Management's Review

Management has evaluated events through May 26, 2023, the date on which the consolidated financial statements were available to be issued, and found no significant events requiring disclosure.

NOTE 2--CONTRACTS RECEIVABLE

Contracts receivable consisted of the following:

	2022	2021
Completed Contracts	\$ 4,794,035	\$ 4,631,953
Progress Billings on Uncompleted Contracts	3,371,058	3,674,005
Retained Percentage on Contracts in Progress	<u>2,598,467</u>	<u>1,233,578</u>
	<u>\$ 10,763,560</u>	<u>\$ 9,539,536</u>

Contracts receivable from six customers amounted to \$7,276,974 and comprised approximately 67.61% of the total contracts receivable balance.

AGAE CONTRACTORS, INC. AND SUBSIDIARIES

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS YEARS ENDED DECEMBER 31, 2022 AND 2021

NOTE 3--PROPERTY AND EQUIPMENT

Property and equipment consisted of the following:

	2022	2021
Machinery and Equipment	\$ 159,797	\$ 416,237
Vehicles	920,286	1,201,538
Leasehold Improvements	<u>0</u>	<u>69,207</u>
	1,080,083	1,686,982
Less--Accumulated Depreciation	<u>849,682</u>	<u>1,344,279</u>
	<u>\$ 230,401</u>	<u>\$ 342,703</u>

NOTE 4--COSTS AND ESTIMATED EARNINGS ON UNCOMPLETED CONTRACTS

Costs and estimated earnings on uncompleted contracts consisted of the following:

	2022	2021
Costs Incurred on Uncompleted Contracts	\$ 42,334,405	\$ 19,515,489
Estimated Earnings	<u>3,211,708</u>	<u>1,212,231</u>
	45,546,113	20,727,720
Less--Billings to End of Year	<u>47,723,187</u>	<u>21,027,852</u>
	<u>\$ (2,177,074)</u>	<u>\$ (300,132)</u>

The above total is reflected in the accompanying balance sheets under the following captions:

	2022	2021
Costs and Estimated Earnings in Excess of Billings on Uncompleted Contracts	\$ 375,247	\$ 760,493
Billings in Excess of Costs and Estimated Earnings on Uncompleted Contracts	<u>(2,552,321)</u>	<u>(1,060,625)</u>
	<u>\$ (2,177,074)</u>	<u>\$ (300,132)</u>

NOTE 5--DEMAND NOTE--BANK

The Company maintains a line of credit with a total availability of \$500,000. The note bears interest at 1% over the prime rate and is secured by all the assets of the Company and the personal guarantee of the sole shareholder. There were no outstanding balances at December 31, 2022, and 2021.

AGAE CONTRACTORS, INC. AND SUBSIDIARIES

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS YEARS ENDED DECEMBER 31, 2022 AND 2021

NOTE 6--RELATED PARTY TRANSACTIONS

Transactions with related parties are as follows:

	2022	2021
Peric, LLC		
Rent	\$ 0	\$ 90,000
4547 Milwaukee Avenue, LLC		
Rent	0	20,000

NOTE 7--BACKLOG

Backlog represents the amount of revenue the Company expects to realize from work to be performed on uncompleted contracts in progress and from contractual agreements on which work has not yet begun.

Contracts in Progress December 31, 2022	\$ 33,027,659
Estimated Revenues on New Contracts Entered into Between January 1, 2023 and May 19, 2023	<u>59,837,181</u>
	<u>\$ 92,864,840</u>

NOTE 8--CONCENTRATION OF CREDIT RISK

The Company maintains deposits in excess of federally insured limits.

The Company does not have a policy requiring collateral or other security to support its contract receivables, although it has statutory rights to file liens on real property for amounts owed to the Company on nongovernmental contracts for which amounts due are not paid.

NOTE 9--COMMITMENTS AND CONTINGENCIES

The Company is contingently liable to a surety insurance company under a general indemnity agreement. The Company agrees to indemnify the surety for any payments made on contracts of surety guarantee. The Company believes that all contingent liabilities will be satisfied by its performance on the specific bonded contracts involved.

NOTE 10--LEASES

The Company leases its office and warehouse facilities on a month-to-month basis from Peric, LLC and 4547 Milwaukee Avenue, LLC, which are both related entities. The leases provide for the payment of real estate taxes, insurance, and maintenance expense. Rent expense totaled \$0 (2022) and \$110,000 (2021).

The related party lessors have no debt and management is not aware of any circumstances that would expose the Company to providing any financial support to the related party lessors.

AGAE CONTRACTORS, INC. AND SUBSIDIARIES

NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS YEARS ENDED DECEMBER 31, 2022 AND 2021

NOTE 11--FAIR VALUE OF FINANCIAL INSTRUMENTS

Substantially all of the Company's current assets and liabilities are considered financial instruments. The carrying amounts of financial instruments, including cash, accounts receivable, accounts payable, and accrued expenses approximate fair value due to the short maturity of these instruments.

NOTE 12--RETIREMENT PLAN

The Company sponsors a 401(k) plan for eligible employees with a specified period of service. The Company may make discretionary payments as well as a matching of employees' contributions. The employees may elect to defer amounts according to the maximum allowed under Federal guidelines. The plan expenses totaled \$172,941 (2022) and \$65,365 (2021).

NOTE 13--PAYCHECK PROTECTION PROGRAM

In May 2020, the Company received loan proceeds in the amount of \$374,900 under the Paycheck Protection Program ("PPP"). The PPP established as part of the Coronavirus Aid, Relief and Economic Security Act ("CARES Act"), provides loans to qualifying businesses for amounts up to 2.5 times the average monthly payroll expenses of the qualifying business. The loans and accrued interest are forgivable if the borrower uses the loan proceeds for eligible purposes, including payroll, benefits, rent, and utilities, and maintains its payroll levels.

The unforgiven portion of the PPP loan is payable over two years at an interest rate of 1%, with a deferral of payments for the first six months. The Company intends to use the entire loan amount for qualifying expenses. Under the terms of the PPP, certain amounts of the loan may be forgiven if they are used for qualifying expenses as described in the CARES Act.

On February 9, 2021, the Company was awarded a second PPP Loan in the amount of \$473,333.

On May 25, 2021, the Company was notified by the Small Business Administration that the first PPP Loan Forgiveness had been granted in the amount of \$374,900.

On March 9, 2022, the Company was notified by the Small Business Administration that the second PPP Loan Forgiveness has been granted in the amount of \$473,333.

SUPPLEMENTAL SCHEDULE

AGAE CONTRACTORS, INC. AND SUBSIDIARIES

SCHEDULE OF CONTRACTS IN PROGRESS
YEAR ENDED DECEMBER 31, 2022

FROM INCEPTION TO DECEMBER 31, 2022										AT DECEMBER 31, 2022				YEAR ENDED DECEMBER 31, 2022			
CONTRACT NAME		REVENUES	ESTIMATED GROSS PROFIT		REVENUES EARNED	COST OF REVENUES	GROSS PROFIT	BILLED TO DATE	ESTIMATED COST TO COMPLETE	COST IN EXCESS OF BILLINGS	BILLINGS IN EXCESS OF COST	REVENUES EARNED	COST OF REVENUES	GROSS PROFIT	PERCENT COMPLETE		
Falconer MEP		\$ 9,121,723	\$ 599,718		\$ 6,219,776	\$ 5,810,850	\$ 408,926	\$ 6,699,062	\$ 2,711,155		\$ 479,286	\$ 6,219,776	\$ 5,810,850	\$ 408,926	68.19%		
City Wide ADA 2 Polling Place		6,426,238	321,312		5,005,123	4,754,867	250,256	5,310,141	1,350,059		305,018	5,005,123	4,754,867	250,256	77.89%		
Kellogg		1,811,520	69,719		1,641,329	1,578,160	63,169	1,727,833	163,641		86,504	133,227	128,202	5,025	90.61%		
Adams Trailer Renovations		4,626,000	237,065		10,155	9,635	520	0	4,379,300	\$ 10,155		10,155	9,635	520	0.22%		
Elgin Roof Replacement		1,381,646	94,299		1,118,629	1,042,281	76,348	1,161,429	245,066		42,800	150,632	95,884	54,748	80.96%		
Armstrong Roof		3,900,461	306,027		3,499,045	3,224,513	274,532	3,598,690	369,921		99,645	3,499,045	3,224,513	274,532	89.71%		
E-Sports Arena		1,323,965	22,721		1,199,688	1,179,100	20,588	1,130,434	122,144		69,254	1,191,346	1,171,224	20,122	90.61%		
NEIU Parking Imp		3,875,500	144,591		43,647	42,019	1,628	0	3,688,890	43,647		43,647	42,019	1,628	1.13%		
Parkside Community ICR		2,857,731	0		2,550,076	2,550,076	0	2,520,315	307,655	29,761		2,550,076	2,550,076	0	89.23%		
Solorio SCI Lab		880,151	102,493		703,810	621,852	81,958	740,948	155,806		37,138	611,943	535,588	76,355	79.96%		
Brennemann ROF		2,755,222	425,002		2,539,864	2,148,082	391,782	2,658,393	182,138		118,529	2,539,864	2,148,082	391,782	92.18%		
South Shore SCI Lab		760,127	60,610		489,183	450,177	39,006	526,089	249,340		36,906	(111,414)	(139,337)	27,923	64.36%		
UIUC Masonry		2,655,180	77,694		1,702,272	1,652,461	49,811	1,808,378	925,025		106,106	1,683,796	1,634,556	49,240	64.11%		
CSU Nursing Lab Demo		2,598,000	92,454		4,333	4,179	154	0	2,501,367	4,333		4,333	4,179	154	0.17%		
Pilsen ADA		708,460	106,882		633,750	538,139	95,611	676,457	63,439		42,707	582,147	488,957	93,190	89.45%		
Triton College Replace Window		1,782,292	124,241		124,424	115,751	8,673	129,446	1,542,300		5,022	124,424	115,751	8,673	6.98%		
RJ Stein Interior Renovations		1,754,971	44,108		832,675	811,747	20,928	857,241	899,116		24,566	832,675	811,747	20,928	47.45%		
CHA Lorraine		1,739,000	78,890		24,886	23,757	1,129	0	1,636,353	24,886		24,886	23,757	1,129	1.43%		
Libby Elementary ICR		1,438,557	51,009		1,319,377	1,272,594	46,783	1,317,732	114,954	1,645		1,319,377	1,272,594	46,783	91.72%		
Phillip Murray NPL		1,411,300	97,478		916,041	852,770	63,271	963,372	461,052		47,331	916,041	852,770	63,271	64.91%		
1000 Pratt		1,186,500	155,355		739,830	642,960	96,870	953,865	388,185		214,035	739,830	642,960	96,870	62.35%		
Crown Community Academy		1,036,964	110,392		971,443	868,026	103,417	1,035,215	58,546		63,772	971,443	868,026	103,417	93.68%		
Gwendolyn Brooks College		1,020,766	84,324		910,852	835,608	75,244	935,727	100,834		24,875	910,852	835,608	75,244	89.23%		
Christian Fenger HS		828,449	40,612		757,293	720,169	37,124	807,978	67,668		50,685	757,293	720,169	37,124	91.41%		
Collins MEP		813,000	30,810		557,725	536,589	21,136	585,585	245,601		27,860	557,725	536,589	21,136	68.60%		
Cardenas NPL		611,000	48,983		399,617	367,580	32,037	329,359	194,437			399,617	367,580	32,037	65.40%		
Sarah E. Goode STEM Academy		600,342	94,827		513,391	432,298	81,093	561,460	73,217		48,069	513,391	432,298	81,093	85.52%		
Miscellaneous Small Jobs																	
Under \$600,000		18,668,707	1,775,674		10,117,879	9,248,165	869,714	10,688,038	7,644,868	121,308	691,467	10,117,879	9,248,165	869,714			
		\$ 78,573,772	\$ 5,397,290		\$ 45,546,113	\$ 42,334,405	\$ 3,211,708	\$ 47,723,187	\$ 30,842,077	\$ 375,247	\$ 2,552,321	\$ 42,299,129	\$ 39,187,309	\$ 3,111,820			