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

Busines	ss Name:	AGAE Contractors, Inc.
Street A	Address:	189 Gordon St
City, St	ate, Zip:	Elk Grove Village, IL 60007
Contac	t Name:	Frank Kutschke
Title:		President
Phone:		773-777-2240 Fax: 773-777-2243
E-Mail	address:	info@agaecontractors.com
		<u>Price Proposal</u>
	ND TOTAL PRC lude all Allowa	
Include \$ Include \$ Include \$ Include \$ Include \$	20,000 Site Work 10,000 Rough Ca 10,000 Electrical 10,000 Mechanic 15,000 Switch Ge	CLUDED IN GRAND TOTAL PROPOSAL PRICE) allowance allocated for work modifications as determined by the Village of Orland Park. Irpentry allowance for work modifications as determined by the Village of Orland Park. allowance for work modifications as determined by the Village of Orland Park. al allowance for work modifications as determined by the Village of Orland Park. ar allowance for work modifications as determined by the Village of Orland Park. ar allowance for work modifications as determined by the Village of Orland Park. ar allowance for signage as determined by the Village of Orland Park.
		AUTHORIZATION & SIGNATURE
Name o	of Authorized Si	gnee: Frank Kutschke
Signatu	re of Authorize	
Title:	President	Date: 03/19/2024

Title:

A A Ocument 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 This document has important legal 100 International Dr. 22nd Floor Baltimore, MD 21202

OWNER: (Name, legal status and address) Village of Orland Park 14700 Ravinia Ave. Orland Park, IL 60462 BOND AMOUNT: *** TEN PERCENT OF ACCOMPANYING BID *** 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

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 with the statutory bond ACTA

Signed and sealed this	19th	_{day of} March,	2024	PORATA
LANN		-	AGAE Contractors, Inc.	
			(Principal)	Shipsen OE
(Witness)			(Title Frank Kutschke, President	10 ⁰
Can			Euler Hermes North America Insurance C	ompa IN Manager
XIA			(Surety)	IIIII B SEAL
(Witness)			(Title David Kotula, Attorney-in-Fact	
	/	antract Decumpot	, on which this text appears in RED. An original	assure:
CAUTION: You should sign an	original AIA Co	Duract Document	, on which this taxt appears in nebt All stighters	The second second

changes will not be obscured.

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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 <u>David Kotula</u> Attorney-in-fact, of the <u>Euler Hermes North America Insurance Company</u>, 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 <u>Euler Hermes North America Insurance Company</u>, 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 <u>19th</u> day of March A.D. 2024. OFFICIAL SEAL **BRANDIE CATLIN** Brandie Catlin Notary Public NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 3/31/26

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:

Allianz (II

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

officers and its corporate seal hereunder affixed this <u>lst</u> day of <u>November</u>

IN WITNESS WHEREOF, EULER HERMES has caused these presents to be signed and attested by its appropriate

Unlimited

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



2

James Daly, President and CEO-The Americas

State of Maryland, County of Baltimore

On this <u>1st</u> day of <u>November</u>, 20<u>22</u>, before me personally appeared Nicholas P. Verna II, to me known, being duly sworn, deposes and says that he resides in <u>Southeastern, PA</u>; 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.



Neuden	A. Henrik	aky/
Notary Public		
U	0	This Co

This Commission Expires February 2, 2026

. 20 22

Nicholas P. Verna II, Senior Vice President

and Regional Head of Surety and Guarantee, Americas

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.

March

day of

20 **24**

SEAL 2003 3 AMARCAN 2003 3 KARAN

Nicholas P. Verna II, Senior Vice President and Regional

Signed and sealed this 19th

Euler Hermes North America Insurance Company and its affiliated debt collection company are part of the Allianz group and market their products and services using the 'Allianz Trade' trademark.

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	(Enter Name of Person Making Certification)		
as President	ł			
	(Enter	Title of Person Making Certification)		
and on behalf of	AGAE Contractors, Inc			
	(Enter	Name of Business Organization)		
certifies that Propose	rs is:			
I) <u>A BUSINESS ORC</u>	<u> BANIZATION</u> : Yes [X] No	[]		
Federal Employer	1.D. #· 36-4275885			
reactar Employe		y # if a sole proprietor or individual)		
The form of busir	ness organization of the Prop	poser is (<i>check one</i>):		
Sole Proprieto				
·	Contractor <i>(Individual)</i>			
Partnership LLC				
X Corporation	Illinois	02/16/1999		
<u> </u>	(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 [] Women-Owned [] Veteran-Owned []	Small Business [] <u>(SBA standards)</u> Prefer not to disclose [] Not Applicable [X]	
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 [] <u>(SBA standards)</u> Prefer not to disclose [] Not Applicable []

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

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

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

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

5) <u>SEXUAL HARASSMENT POLICY COMPLIANT</u>: Yes [X] No []

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

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

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

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

The Proposer shall:

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

RFP #24-011

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

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

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

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

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

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

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

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

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

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

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

Name of A&T Program:

Brief Description of Program:

AGAE Contractors, Inc requires that our subcontractors

work with and participate in union apprenticeship programs.

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

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

AUTHORIZATION & SIGNATURE:

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

RFP #24-011

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.

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



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	
Buying Organization	

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

No	Question/Answer	Question Date
Q1	Question: 116273 Range Equipment	02/21/2024
	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.	
Q2	Question: 116273 Range Equipment	02/21/2024
	What is the desired maximum reverberation time (RT60) that is allowed in the shooting range?	
	Answer: Specification to be updated in upcoming addendum.	
Q3	Question: 116273 Range Equipment	02/21/2024
	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.	
Q4	Question: 116273 Range Equipment	02/21/2024
	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.	
Q5	Question: 116273 Range Equipment	02/21/2024
	Can you please confirm the number of firing lanes OR fixed turning targets are required?	
	Answer: Drawings to be updated in upcoming addendum.	
Q6	Question: Project Budget	02/23/2024
	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.	

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 text 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?	02/23/2024
	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.	
Q8	Question: 116723 Range Equipment Drawings show closure panels between overhead baffles rows to help with airflow, verifying that closure panels are required?	02/23/2024
	Answer: Ceiling baffle closure panels are required for airflow and substrate for mounting range lighting.	
	Refer to detail: 3/E502.	
Q9	Question: 116723 Range Equipment	02/23/2024
	Baffle height is at 10 ft. is this correct?	
	Answer: Yes, this is correct. 10 ft Confirmed.	
Q10	Ourselieur Oursehend Poffle Structure	02/23/2024
QIU	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?	0212012024
	Answer: Substructure for the hanging ceiling baffles is not included in the equipment scope and will be	
	included with the structural drawings.	
Q11	Question: 116723 Range Equipment Will an interior ballistic rolling door be required for the double door near the firing line?	02/23/2024
	Answer: Ballistic rolling doors not required for doors behind the firing line.	

MAYOR Keith Pekau

VILLAGE CLERK Patrick R. O'Sullivan

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



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

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).

ADDENDA



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



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.

${\ensuremath{\overline{\mathbb{A}}}}^{*}$ Document A305th – 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

- [X] 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*)

- [X] 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 Erecters, 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: Ilinois
 - § 1.3.3 President's name: Frank Kutschke

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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

2

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§ 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
Ī		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;

3

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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-subsidiary).
- § 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 20 day of Munder, 2024 Name of Organization: AGAE Contractors, No

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 Bay of March, 2024 Notary Public: Will NM

My Commission Expires: 01 (03 2028)



4

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NAME OF PROJECT: (if applicable)

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User Notes:

1

Certification of Document's Authenticity

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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 AIA⁶⁶ Document A305TM – 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)



1

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To all to whom these Presents Shall Come, Greeting:

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

Business Services. I certify that

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.

Authentication #: 2234003776 verifiable until 12/06/2023 Authenticate at: https://www.ilsos.gov

Lesse White

SECRETARY OF STATE



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

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 Owner/Operator

1989-2008

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: 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

Nicholas M. Olson

Director of Operations

AGAE CONTRACTORS, INC. 2021-PRESENT

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	
	2000 2017

Friedler Construction Co. Senior Project Manager 2009-2017

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.



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

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.

CAREER BACKGROUND

Chicago Commercial Construction Operations Manager	2007-2012
G.F. Structures Corporation Project Manager	2005-2007
D'Escoto, Inc. Project Engineer	2000-2005

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
\$5,245,034University 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



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 personnelto meet the overall project schedule.
- Regularly schedules meetings with subcontractors and project consultants.

SOFTWARE COMPETENCIES

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

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.

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

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.

1

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.

- 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.

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

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:

._.

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:

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

	JOC - Division 01 - General Contracting	In Progress	\$2M / Year	699-600-17
	JOC - Division 03 - Heating AC Temp	In Progress	\$2M / Year	699-600-17
	JOC - Division 05 - Electrical Work	In Progress	\$2M / Year	699-600-17
University of initiols at chicago	JOC - Division 26 - Roofing Work	In Progress	\$2M / Year	699-600-17
University of Illinois at Springfield Multipl	tiple Award Task Order Contracting Services	In Progress	TBD	JM520
Northern Illinois Univeersity Misce	Miscelanous 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 Ulc - 9	UIC - 911 CSN 4TH REPLANNING	In Progress	\$ 420,101.70	911-C20069 R
University of Illinois at Chicago SPHP	SPHPI Façade and Roof Repair	In Progress	\$ 11,051,000.00	975-C19055
University of Illinois at Chicago ED V	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 / Champain Psych	Psychology Lab Exterior Repairs	In Progress	\$ 1,645,304.00	U18105
	Psychology Lab - Restroom Reno	In Progress	\$ 617,350.09	U20015
University of Illinois at Urbana / Champain North	North Campus Chiller Plant	In Progress	\$ 413,557.45	U21020
University of Illinois at Urbana / Champain Illini L	Illini Union South Building	In Progress	\$ 510,360.45	U20084
University of Illinois at Urbana / Champain Mckir	Mckinley Health Center	In Progress	\$ 729,000.00	U21051
University of Illinois at Urbana / Champain Adam	Adams Life Safety & Restroom U	In Progress	\$ 951,000.00	U18006
University of Illinois at Urbana / Champain Noyes L	es Lab & Stock Pavilion Roof	In Progress	\$ 1,203,103.00	U21024R1
University of Illinois at Urbana / Champain UIUC	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	CSU Nursing Lab	In Progress	\$ 2,598,000.00	814-010-088
Illinois State University Espo	Esports Arena	In Progress	\$ 1,010,000.00	12954
Illinois State Toll Highway Authority Traffic	ffic Operations Center & Dispatch Improvements	Pending	\$ 2,057,000.00	RR-23-9284

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	job_status	job_start_date	completion_date	Adjusted Contract Value
	Active			11,851,592.00
entary	Closed	4/2/2021		11,214,086.47
	Active	1/24/2023		9,390,889.00
	Active	3/1/2022		9,218,304.47
	Active	3/20/2023		8,866,000.00
	Active	3/29/2023		8,626,000.00
ace	Active	10/7/2021		8,263,238.00
	Active	11/30/2022		4,626,000.00
	Active	12/14/2022		4,300,000.00
	Active	6/20/2022		4,172,540.83
	Active	2/14/2022		4,025,460.00
Its	Active	7/26/2022		3,884,927.35
	Active	6/15/2021		3,153,165.04
	Active	2/14/2022		2,816,414.00
tion	Active	12/21/2021		2,612,196.05
	Active	10/11/2022		2,598,000.00
	Active			2,386,000.00
	Active	12/8/2022		2,280,538.72
Repa	Closed	1/17/2019	1/6/2023	1,875,120.13
	Active	5/21/2021		1,830,689.56
swopu	Active	4/1/2022		1,777,129.77
suc	Active			1,754,970.62
	Active	9/13/2022		1,739,000.00
lo	Active	10/20/2021		1,669,562.32
S	Closed	9/13/2020	1/12/2023	1,645,304.00
	Active	6/15/2021		1,566,696.97
	Active			1,551,461.28
	Active	5/10/2021		1,461,240.55
	Closed	6/1/2022		1,425,290.41
ent	Closed	10/24/2019	9/30/2021	1,386,691.30
	Active	11/8/2021		1,329,123.08
	Closed	6/1/2019	3/31/2021	1,328,198.31
	Active			1,301,057.28
ise 1	Closed	3/30/2021	11/30/2021	1,258,018.02
_	Closed	6/8/2020	12/31/2021	1,229,984.06
n Roo	Active			1,203,103.00
	Active			1,186,500.00
	Active	1/1/2021		1,126,543.22
ny	Active	10/27/2021		1,036,963.61
40	Active	5/14/2021		965,494.04
oom U	Active	5/1/2023		951,000.00

job_no description 23-32-1000 Danville KDBA Addition 3409 Walt Disney Magnet Elementary 22-16-1016 James Otis MEP 22-16-1007 Falconer ES MEP	23-16-1002 23-16-1004 17023 22-16-1015 22-16-1016 22-16-1016	 22-16-1001 Armstrong KUF 22-11-1002 NEIU Parking Improvements 17022 Parkside Community ICR 22-16-1002 Brenneman ROF 21-11-1001 UIUC Masonry Reconstruction 22-11-1003 CSU Nursing Lab Demo 22-16-1019 James Otis UAF 23-12-1000 Long Life MEP 	22-11-1001 12102 3455 22-11-1001 3525 3329 17021 23-12-1001 23-12-1001 23-16-1010 22-16-1010 3545 3089F 22-16-1010 22-16-1010 22-16-1010 22-35-1002 23-38-1003 22-35-1002	
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925,701.00 925,105.02 925,105.02 923,230.81 890,656.69 836,721.89 835,871.18 790,297.33 790,163.56 779,297.33 790,163.56 775,600.30 775,600.30 775,600.30 775,600.30 775,600.30 775,898.75 735,225.99 729,000.00 713,819.63 700,082.99 641,033.20 641,035.20 641,035.20 641,035.20	579,835.28 570,316.01 561,612.15 556,336.58 531,627.10 514,587.84 510,360.45 507,890.33 486,511.53 486,511.55 480,471.17 478,218.24 474,160.00 454,651.18 453,984.79 443,851.48 435,085.86
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	22-16-1008 3470 3470 3538 3449 3493 3493 3493 3493 22-16-1005 22-26-1001 17014 17014 12102.04 12102.04 12102.04 22-42-1001 3299 18103 3236 18103 3536 17016
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22-39-1008 CERL Robotics Testing Sitework 16119 Minor Renovation of LC B1	-22-1000 09 W. Washingtout Rainings 16122 Drain & Drainpipe Repair 19311 CCAR-HVAC Radio Prom				g		-		-		-	Ţ	_	0	_	22-41-1003 REPLACE DEAD TREES	22-42-1003 Columbia College Acoustic Pane	33018 4448 S. University & 4148 Elli	16113 Renovate SEO Room Re-Purposing	22-41-1005 Construct New Breakroom		_	3435 Mark Skinner ES	•••	4	••	<u></u>	-		_		~	325 Remove 3 existing overhead	12115 Rockwell Warehouse Storage Flo	3298 Marquee Condo Entrance	D 69th Street	19015 TH Buell Hall - Plaster	102 Requested Hospital signage	. с. С
22-39 16: 22 33			16	19(23-41		180	33	16				16	23-41	19(22-41	22-42	33	16			18101.01	34	17	22-41			18(õ		05-2325		32	3089D	19	05-2402	
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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. Insrance 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 nonperformance.
- 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

Notáry

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@MarshIMMA.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,

BOTX24

Brian DiPaola, Attorney-in-fact



Brian DiPaola Vice President | The Kotula Group, LLC 25 N River Ln, Suite 25415 | Geneva, IL 60134 <u>Brian@KotulaGroup.com</u> | 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 <u>Brian DiPaola</u> Attorney-in-fact, of the <u>Euler Hermes North America Insurance Company</u>, 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 <u>Euler Hermes North America Insurance Company</u>, 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 <u>15th</u> day of <u>March</u> A.D. 20<u>24</u>. OFFICIAL SEAL BRANDIE CATLIN NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 3/31/26

DIART REMEMES NORTH AMERICA INSURANCE COMPANY BOD Red Brook Boulevard + Owings Mills, Maryland 21117 DOMES DOMES DOMES DOMES DOMESIAN DOM	au: 🎧			<u></u>	Alliar
Book Red Brook Boulevard + Owings Mills, Maryland 21117 The number of persons authorized by Mills Proven of Attorney is not more than 2 Device of Attorney is not more than 2 Device of Attorney is not more than 2 Device of Attorney is not more than one is named, its true and lavely attorney-in-fact, for and its name, plese, and stated occessed to persons of anothol of genetybely, or other written obligation is the name plese. NMM DDRS More of Attorney revokes all provious powers issued on babail of the attorney (-) in-fact tauned above. Info Poela 200 N. Green Street David Kotala NUTPUESS WHERRON, BULER, HERMES has caused these presents to be signed and attorney by its appropriate of the attorney (-) in-fact tauned above. Info Poela 200 N. Green Street David Kotala NUTPUESS WHERRON, BULER, HERMES has caused these presents to be signed and attorney by its appropriate of the attorney (-) in-fact tauned above. Info Poela 200 N. Green Street Janes Daly, President and CEO-THE Americas Moremeter	Allianz 🕕				Trad
<form> Provent of Attorney is not not new imp POPER OF ATTORNEY Second State State</form>					
KNOW ALL MEN BY THESE PRESENTS: The EULER HERMES NORTH AMERICA INSURANCE COMPANY (BULER HERMES), coordination organized and existing under the laws of the state of Maryland, dece hereby noninate, constitute, and appoint the present or person blank of FULLER HERMES is an any such band, under taking, and contracts of suretyship, construction and the scene of the status there is blank of FULLER HERMES to any such body, under taking, and contracts of suretyship, constructed under this subhority shall a construct of suretyship executed under this subhority shall a construction of suretyship executed under this subhority shall a construct of suretyship executed under this subhority shall a construct of suretyship executed under this subhority shall a construct of suretyship executed under this subhority shall a construct of suretyship executed under this subhority shall a construct of suretyship executed under this subhority shall a construct of suretyship executed under this subhority shall a construct of suretyship executed under this under this subhority shall a construct of suretyship executed under the submit shall be subhity shall be accounted to be supersonal to be supersonal to be supersonal to be supersonal to be super and a struct dense of the subority shall be accounted to be supersonal to be supersonal to be super and a struct dense of the supersonal to the super supersonal to be super and the supersonal to the super supersonal to be super and the supersonal to the super supersonal to be super supersonal to the super supersonal to be supersonal t			POWER OF ATTO	DRNEY	
Brian DiPaola 220 N. Green Street Chicago, IL 60607 Unlimite Brian DiPaola 220 N. Green Street Chicago, IL 60607 Unlimite This Power of Atomey revokes all previous powers issued on behalf of the attorney(s)-in-fact named above. In WITNESS WHEREOF, BULCER HERMES has caused these presents to be signed and attested by its appropriat officers and its corporate seal hereunder affixed this. Ist	corporation organized and exist named below, each individually behalf of EULER HERMES, as s	ng under the laws of the if more than one is name arety, any and all bonds, i	LER HERMES NORTH state of Maryland, do d, its true and lawful a undertakings, and contr	H AMERICA INSU es hereby nominate, ttorney-in-fact, for a acts of suretyship, or	constitute, and appoint the person or persons nd in its name, place, and stead to execute on other written obligations in the nature thereof;
Chicago, IL 6007 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 Grieers and its corporate seal hereunder affixed thiststday of	NAME		ADDRESS		LIMIT OF POWER
IN WITTESS WHEREOF, EULER HERMES has caused these presents to be signed and attested by its appropriate officers and its corporate scale herounder affixed this. Lst					Unlimited
officers and its corporate seal hereunder affixed this <u>lst</u> _day of <u>November</u> _, 20.22. James Daly, President and CEO-The Americas State of Maryland, County of Baltimore On this <u>lst</u> _day of <u>November</u> , 20.22, before me personally appeared Nicholas P. Verna II, to me known, being duly sworn, deposes an asys that he reids in <u>Southeastern, Ai</u> , that is Sonior Vice President and Regional Head of Surety and Guarantee, Americas of EULER HRMESS; and that he seal affice to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of EULER HRMESS; and that he signed bis name thereto by like authority. Notarial Seal PUBLIC Company, the Company described herein and which executed the above instrument; that he know the seal of EULER HRMESS; and that he signed bis name thereto by like authority. Mutany Publik Notary Publ	This Power of Attorney revokes a	ll previous powers issued	d on behalf of the attorn	ey(s)-in-fact named a	above.
Lines Daly, President and CEO-The Americas Lines Daly, President and CEO-The Americas State of Maryland, County of Baltimore This President and Regional Head of Surety and Quarantee, Americas State of Maryland, County of Baltimore On this <u>181</u> day of <u>November</u> , 20, 22, before me personally appeared Nicholas P. Verna II, to me known, being duly sworn, deposes and agays that he resides in <u>Southeastern, P3</u> , 20, 22, before me personally appeared Nicholas P. Verna II, to me known, being duly sworn, deposes and agays that he resides in <u>Southeastern, P3</u> , that he is Senior Vice President and Regional Head of Surety and Quarantee, Americas of Euler Hermen North America Insurance Company, the Company described herein and which executed the above instrument, that he know the seal of EULER HERMES; and that he signed his name thereto by like authority. Notarial State Output Description of the following resolutions adopted by the Board of Directors of EULER HERMES Notarial State Output Description of the following resolutions adopted by the Board of Directors of EULER HERMES Notarial State President, Excentive Vice President, Secretary, and Assistant Vice Secretary, be and horebry an authority of the following resolutions adopted by the Board of Directors of EULER HERMES Notarial State and contracts of suretyship, or other written obligation in the nature thereof; to proscribe their respective dulies and all respective linits of their authority, and to envoke any such appointment at any time. RESOLVED FURTHER: That the Company seal and signature of the affores at the original signature of such object of Atomey given for the execution of any bond, undertaking, contract of suretyship, or other written obligations in the nature thereod nother sources and seal when so used being hereby adopted by the Company as the original signature of such officer and may be afficed by facsimile to amp Power of Atomey given for the execution of any bond,	IN W	TNESS WHEREOF, EU s and its corporate seal h	JLER HERMES has c	aused these presents lst day of I	to be signed and attested by its appropriate November, 20 22.
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On this <u>1st</u> day of <u>November</u> , 20 <u>22</u> , before me personally appeared Nicholas P. Verna II, to me known, being duly sworn, deposes and says that he resides in <u>Southeastern, PA</u> ; that he is Senior Vice President and Regional Head of Surety and Guarantee, Americas of Euler Herme 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; 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 bis name thereto by like authority. Notativel Seal ULBLE AMERICA, MARKED 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, and any and al 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 facinite to any bond, undertaking, contract of suretyship, or other written obligations in the nature thereof; to proscribe their respective duties and all respective informed and seal when so used being hereby adopted by the Company as the original signature of such officer and may be affixed by facinite it oany bond, undertaking, contract of Suretys do the solution of any bond, undertaking, contract of suretyship, or other written obligations in the nature thereof; to proscribe their respective duties and all respective infinites of the company, as surety, and any add all original seal of the Company, to be valid and binding upon the Company as the original signature of such officer and	State of Maryland, County of Bal	timore			
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This Power of Attorney's granted by authority of the following resolutions adopted by the Board of Directors of EULER HERMES NORTH AMERICAL INSURANCE COMPANY (Company) by unanimous consent on October 1, 2015. ************************************	Notanial Seal PUBLIC	167 167 167 163		1 1115	_
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 Attomeys-in-Fact to execute on behalf of the company, as surety, and any and al 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 Attomey 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 <u>15th</u> day of <u>March</u> , <u>20</u> <u>24</u> . Nicholas P. Verna II, Senior Vice President and Regional Head of Surety and Guarantee, Americas	This Power of Attorney is granted NORTH AMERICA, INSURAN	by authority of the follo E COMPANY (Compan	wing resolutions adopte y) by unanimous conserved	ed by the Board of Di nt on October 1, 2015	rectors of EULER HERMES .
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 ,2024. Nicholas P. Verna II, Senior Vice President and Regional Head of Regional Head of Surety and Guarantee, Americas	RESOLVED: That the President, hereby are authorized from time bonds, undertakings and contracts	to time to appoint one o s of suretyship, or other w	r more Attorneys-in-Fa vritten obligation in the	ct to execute on beh	alf of the company, as surety, and any and all
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 <u>15th</u> day of <u>March</u> , 20 <u>24</u> . SEAL SEAL Nicholas P. Verna II, Senior Vice President and Regional Head of Surety and Guarantee, Americas	Power of Attorney given for the	execution of any bond,	undertaking, contract by adopted by the C	of suretyship, or of Company as the or	riginal signature of such officer and the
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 <u>15th</u> day of <u>March</u> , 20 <u>24</u> . SEAL Signed and sealed this <u>15th</u> day of <u>March</u> . Nicholas P. Verna II, Senior Vice President and Regional Head of Surety and Guarantee, Americas					
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Head of Surety and Guarantee, Americas	Signed	and sealed this 15th	day of March	_{,20} 24	,
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termes North America Insurance Company and its affiliated debt collection company are part of the Allianz group and market their products and services using the 'Allianz Trade' tra	- Winner	-	-	Allianz grown and marked	their products and services using the 'Allianz Trade' tradem



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



INSURANCE REQUIREMENTS

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



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.

winn

₂₀24 ACCEPTED & AGREED THIS ^{19th} DAY OF March 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

TH	IIS CERTIFICATE IS ISSUED AS A MERTIFICATE DOES NOT AFFIRMATI						IO RIGHTS U	JPON THE CERTIFICAT		DER. THIS
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PROD	DUCER				CONTAC					
Mai	rsh & McLennan Agency LLC					Ext): (847) 5		FAX (A/C, No):	(847) 4	40-9130
201 Sch	North Martingale Road aumburg IL 60173						Fodt@MarshN			
								DING COVERAGE		NAIC #
					INSURE	A: National	Fire Insurance	e Co. of		20478
INSU				AGAECON-01	INSURE	кв: Valley F	orge Insuranc	e		20508
	AE Contractors) Gordon Street						ntal Insurance			35289
	Grove Village IL 60007						n Casualty Co	ompany of R		20427
						RE: Aspen Ir				447-5
					INSURE	RF: ARCH I	surance Com			11150
CO				NUMBER: 1217543486				REVISION NUMBER:		
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A	X COMMERCIAL GENERAL LIABILITY	1100		7039576791		6/14/2023	6/14/2024	EACH OCCURRENCE	\$ 1,000	,000
	CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,0	00
								MED EXP (Any one person)	\$ 15,00	0
								PERSONAL & ADV INJURY	\$ 1,000	,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000	,000
	POLICY X PRO-							PRODUCTS - COMP/OP AGG	\$ 2,000	,000
	OTHER:							COMBINED SINGLE LIMIT	\$	
8	AUTOMOBILE LIABILITY			7039576774		6/14/2023	6/14/2024	(Ea accident)	\$ 1,000	,000
							BODILY INJURY (Per person)	\$ \$		
	OWNED SCHEDULED AUTOS ONLY AUTOS V HIRED V NON-OWNED						BODILY INJURY (Per accident) PROPERTY DAMAGE			
	X HIRED X NON-OWNED AUTOS ONLY							(Per accident)	\$ \$	
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C F	X UMBRELLA LIAB X OCCUR			7039576788 UXP300032900		6/14/2023 9/29/2023	6/14/2024 6/14/2024	EACH OCCURRENCE	\$ 10,00	
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	DED RETENTION \$			7039576807		6/14/2023	6/14/2024	Excess Occ & Agg X PER OTH- STATUTE ER	ιφφ10,U	000,000
				1000010001		U, TILULU	U. T. LULT	CONTRACT STATUTE ER E.L. EACH ACCIDENT	\$ 1,000	000
	ANYPROPRIETOR/PARTNER/EXECUTIVE	N/A						E.L. DISEASE - EA EMPLOYEE	·	
	(Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$ 1,000	
A	DESCRIPTION OF OPERATIONS below	<u> </u>		7039576791		6/14/2023	6/14/2024	Limit:	\$50,0	000
Ê	Pollution/Professional Installation Floater			ER00WGR23 7039576791		6/14/2023 6/14/2023	6/14/2024 6/14/2024	Limit Limit Per Location	\$2,00 175,0	00,000 000
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	ES (4		101, Additional Remarks Schedu	ule, may be	attached if mo	re space is requir	ed)	1	
Wo	rkers Compensation and Employers' Lia	bility	: Any	Proprietor/Partner/Executi	ive Offic	er/Member (Julie Peric),	as listed on the policy, is a	exclude	d.
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						© 1	988-2015 AC	ORD CORPORATION.	All rig	hts reserved.

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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.

	TABLE OF CONTENTS
1.	Additional Insureds
2.	Additional Insured - Primary And Non-Contributory To Additional Insured's Insurance
3.	Bodily Injury Expanded Definition
4.	Broad Knowledge of Occurrence/ Notice of Occurrence
5.	Broad Named Insured
6.	Broadened Liability Coverage For Damage To Your Product And Your Work
7.	Contractual Liability - Railroads
8.	Electronic Data Liability
9.	Estates, Legal Representatives and Spouses
10.	Expected Or Intended Injury – Exception for Reasonable Force
11.	General Aggregate Limits of Insurance – Per Project
12.	In Rem Actions
13.	Incidental Health Care Malpractice Coverage
14.	Joint Ventures/Partnership/Limited Liability Companies
15.	Legal Liability – Damage To Premises / Alienated Premises / Property In The Named Insured's Car Custody or Control
16.	Liquor Liability
17.	Medical Payments
18.	Non-owned Aircraft Coverage
19.	Non-owned Watercraft
20.	Personal And Advertising Injury – Discrimination or Humiliation
21.	Personal And Advertising Injury - Contractual Liability
22.	Property Damage - Elevators
23.	Supplementary Payments
24.	Unintentional Failure To Disclose Hazards
25.	Waiver of Subrogation – Blanket
26.	Wrap-Up Extension: OCIP CCIP, or Consolidated (Wrap-Up) Insurance Programs

CNA74705XX (1-15) Page 1 of 17

Insured Name: AGAE Contractors

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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 noncontributory 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

CNA74705XX (1-15) Page 4 of 17 Policy No: 7039576791 Endorsement No: 1 Effective Date:

Insured Name: AGAE Contractors

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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.

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:

- 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, bylaws 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.

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.

CNA

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:

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.

CNA75079XX (10-16) Page 2 of 2

Insured Name:

Effective Date:

Policy No: 7039576791

1

Endorsement No:



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

CNA74705XX (1-15) Page 16 of 17 Policy No: 7039576791 Endorsement No: Effective Date:



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 Underwriting Company: American Casualty Company of Reading, Pennsylvania, 151 N Franklin St, Chicago, IL 60606 Policy No: 7039576807 Policy Effective Date: Policy Page: 41 of 68

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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

- 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:

- 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.

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 re uired to com lete this Sct:iedule --if-not-shown above, will be shown in the Declarations.

Α',

Section II - Who Is An Insuref r:sime p d to include as an additional insured the:per on(sfvr organization(s) shown in the Schedul .ifuto9ly with respect to liability for "bodily injury", "prpp(efty 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.

<u>SAMPLE</u>

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
 - 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
- 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:

 "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

CG 20 33 04 13 © Insurance Services Office, Inc., 2012 Page 1 of 2

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 Or anization s :	Location And Description Of Completed Opera- tions
Information re uired to com lete this Schedule, -if'n öCsh	nown above, will be shown in the Declarations.

` *I*∕

Section II - Who Is An Insured--is amended to include as an additional insured th --pe.ri n(s) or organization(s) shown in the Sched!;tle; bul,only with respect to liability for "bodily injury;!. e-r/"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 Huntenburg 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
 O 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

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• University of Illinois at Urbana - Champaign JOC Since 2017

Sincerely,

Frank Kutschke President AGAE Contractors, Inc.



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 and certain additional procedures, including 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 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 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.

K-CPAS, INC.

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

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	375,247	760,493
	15,669,196	11,155,158
PROPERTY AND EQUIPMENT	230,401	342,703
	\$ 15,899,597	\$ 11,497,861
LIABILITIES AND SHAREHOLDER'S EQUITY CURRENT LIABILITIES Accounts Payable	É 0 350 451	
Billings in Excess of Costs and Estimated	\$ 9,350,451	\$ 8,347,353
Earnings on Uncompleted Contracts	2,552,321	1,060,625
Other Current Liabilities	101,640	1,083
	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	(5,159)	(6,992)
	3,895,185	2,088,800
	\$ 15,899,597	\$ 11,497,861

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	52,036,387	36,134,070
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	51,128	49,028
	3,670,913	3,726,889
INCOME FROM OPERATIONS	1,992,552	82,277
OTHER INCOME		
Paycheck Protection Program SBA Loan Forgiveness	0	473,333
	0	473,333
NET INCOME	1,992,552	555,610
RETAINED EARNINGS, BEGINNING	2,094,792	1,609,182
DIVIDENDS	(188,000)	(70,000)
RETAINED EARNINGS, ENDING	\$ 3,899,344	\$ 2,094,792

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	J,JJC,JC,JC	\$ 333,010
Provided by Operating Activities		
Depreciation	130,081	127,957
(Increase) Decrease in Assets	150,001	127,537
Contracts Receivable	(1,224,024)	(5,710,139)
Costs and Estimated Earnings in Excess of Billings	(_, ,,v ,,	(0), 10,100)
on Uncompleted Contracts	385,246	(471,075)
Increase (Decrease) in Liabilities	,- · ·	(1,2,0,0)
Accounts Payable	1,003,098	5,149,731
Billings in Excess of Costs and Estimated	-,,	0,2 00,7 0 2
Earnings on Uncompleted Contracts	1,491,696	948,359
Other Current Liabilities	100,557	(105,647)
Net Cash Provided by Operating Activities	3,879,206	494,796
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	(188,000)	(70,000)
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	(15,946)	(40,100)
INCREASE IN CASH	3,675,260	384,696
CASH, BEGINNING	855,129	470,433
CASH, ENDING	\$ 4,530,389	\$ 855,129

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, respectfully 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.

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.

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	2,598,467	1,233,578
	\$ 10,763,560	\$ 9,539,536

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

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	0	69,207
	1,080,083	1,686,982
LessAccumulated Depreciation	849,682	1,344,279
	\$ 230,401	\$ 342,703

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	3,211,708	1,212,231
	45,546,113	20,727,720
LessBillings to End of Year	47,723,187	21,027,852
	\$ (2,177,074)	\$ (300,132)

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	(2,552,321)	(1,060,625)
	\$ (2,177,074)	\$ (300,132)

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.

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	
<i>Peric, LLC</i> 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	59,837,181
	\$ 92,864,840

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.

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

SCHEDULE OF CONTRACTS IN PROGRESS YEAR ENDED DECEMBER 31, 2022

	\$ 3,111,820	\$ 39,187,309	\$ 42,299,129	\$ 2,552,321	\$ 375,247	\$ 30,842,077	\$ 47,723,187	\$ 3,211,708	\$ 42,334,405	\$ 45,546,113	\$ 5,397,290	\$ 78,573,772	
	869,714	9,248,165	10,117,879	691,467	121,308	7,644,868	10,688,038	869,714	9,248,165	10,117,879	1,775,674	<u>18,668,707</u>	Miscellaneous Small Jobs Under \$600,000
85.52%	81,093	432,298	513,391	48,069		73,217	561,460	81,093	432,298	513,391	94,827	600,342	Sarah E. Goode STEM Academ
65.40%	32,037	367,580	399,617		70,258	194,437	329,359	32,037	367,580	399,617	48,983	611,000	Cardenas NPL
68.60%	21,136	536,589	557,725	27,860		245,601	585,585	21,136	536,589	557,725	30,810	813,000	Collins MEP
91.41%	37,124	720,169	757,293	50,685		67,668	807,978	37,124	720,169	757,293	40,612	828,449	Christian Fenger HS
89.23%	75,244	835,608	910,852	24,875		100,834	935,727	75,244	835,608	910,852	84,324	1,020,766	Gwendolyn Brooks College
93.68%	103,417	868,026	971,443	63,772		58,546	1,035,215	103,417	868,026	971,443	110,392	1,036,964	Crown Community Academy
62.35%	96,870	642,960	739,830	214,035		388,185	953,865	96,870	642,960	739,830	155,355	1,186,500	1000 Pratt
64.91%	63,271	852,770	916,041	47,331		461,052	963,372	63,271	852,770	916,041	97,478	1,411,300	Phillip Murray NPL
91.72%	46,783	1,272,594	1,319,377		1,645	114,954	1,317,732	46,783	1,272,594	1,319,377	51,009	1,438,557	Libby Elementary ICR
1.43%	1,129	23,757	24,886		24,886	1,636,353	0	1,129	23,757	24,886	78,890	1,739,000	CHA Lorraine
47.45%	20,928	811,747	832,675	24,566		899,116	857,241	20,928	811,747	832,675	44,108	1,754,971	RJ Stein Interior Renovations
6.98%	8,673	115,751	124,424	5,022		1,542,300	129,446	8,673	115,751	124,424	124,241	1,782,292	Triton College Replace Windov
89.45%	93,190	488,957	582,147	42,707		63,439	676,457	95,611	538,139	633,750	106,882	708,460	Pilsen ADA
0.17%	154	4,179	4,333		4,333	2,501,367	0	154	4,179	4,333	92,454	2,598,000	CSU Nursing Lab Demo
64.11%	49,240	1,634,556	1,683,796	106,106		925,025	1,808,378	49,811	1,652,461	1,702,272	77,694	2,655,180	UIUC Masonry
64.36%	27,923	(139,337)	(111, 414)	36,906		249,340	526,089	39,006	450,177	489,183	60,610	760,127	South Shore SCI Lab
92.18%	391,782	2,148,082	2,539,864	118,529		182,138	2,658,393	391,782	2,148,082	2,539,864	425,002	2,755,222	Brennemann ROF
79.96%	76,355	535,588	611,943	37,138		155,806	740,948	81,958	621,852	703,810	102,493	880,151	Solorio SCI Lab
89.23%	0	2,550,076	2,550,076		29,761	307,655	2,520,315	0	2,550,076	2,550,076	0	2,857,731	Parkside Community ICR
1.13%	1,628	42,019	43,647		43,647	3,688,890	0	1,628	42,019	43,647	144,591	3,875,500	NEIU Parking Imp
90.61%	20,122	1,171,224	1,191,346		69,254	122,144	1,130,434	20,588	1,179,100	1,199,688	22,721	1,323,965	E-Sports Arena
89.71%	274,532	3,224,513	3,499,045	99,645		369,921	3,598,690	274,532	3,224,513	3,499,045	306,027	3,900,461	Armstrong Roof
80.96%	54,748	95,884	150,632	42,800		245,066	1,161,429	76,348	1,042,281	1,118,629	94,299	1,381,646	Elgin Roof Replacement
0.22%	520	9,635	10,155		\$ 10,155	4,379,300	0	520	9,635	10,155	237,065	4,626,000	Adams Trailer Renovations
90.61%	5,025	128,202	133,227	86,504		163,641	1,727,833	63,169	1,578,160	1,641,329	69,719	1,811,520	Kellogg
77.89%	250,256	4,754,867	5,005,123	305,018		1,350,059	5,310,141	250,256	4,754,867	5,005,123	321,312	6,426,238	City Wide ADA 2 Polling Place
68.19%	\$ 408,926	\$ 5,810,850	\$ 6,219,776	\$ 479,286		\$ 2,711,155	\$ 6,699,062	\$ 408,926	\$ 5,810,850	\$ 6,219,776	\$ 599,718	\$ 9,121,723	Falconer MEP
COMPLETE	PROFIT C	REVENUES	EARNED	OF COST	BILLINGS	COMPLETE	TO DATE	PROFIT	REVENUES	EARNED	PROFIT	REVENUES	NAME
PERCENT	GROSS	COST OF	REVENUES	BILLINGS IN EXCESS	COST IN EXCESS OF	ESTIMATED COST TO	BILLED	GROSS	COST OF	REVENUES	ESTIMATED GROSS		CONTRACT
	MBER 31, 2022	YEAR ENDED DECEM	-	ER 31, 2022	AT DECEMBER 31, 2022		3ER 31, 2022	FROM INCEPTION TO DECEMBER 31, 2022	FROM INCEPT				

See Accountants' Report.