STATE OF Illinois

COUNTY OF Cook

3637 North Central Avenue

Chicago, Illinois 60634

PIN No. 13-21-124-040-0000

Doc#. 2425602251 Fee: \$107.00 CEDRIC GILES COOK COUNTY CLERK'S OFFICE Date 9/12/2024 2:43 PM Pg: 1 of 36

Reference Number:

NOTICE OF INTENT TO FILE A LIEN

Notice Delivered to: Notifying Party:

Innovative Markets, Inc. Building Technology Consultants, Inc.

Attention: Bernard Edleman Nicole Murphy

77 West Washington St. Suite 1501 1845 East Rand Road, L-100

Chicago, Illinos 60602 Arlington Heights, Illinois 60004

Services Provided:

Engineering Consulting Services

Property where Services were provided: Preparer:

County: Cook Building Technology Consultarts, Inc.

3637 North Central Avenue Nicole Murphy

Chicago, Illinois 60634 1845 East Rand Road, L-100

PIN No. 13-21-124-040-0000 Arlington Heights, Illinois 60004

If the party that has given you this notice is not paid in full for Engineering Consulting Services, provided your building and to your construction project, a lien may lead to loss of all of this property, and/or other significant legal consequences.

Total Amount Owed to Notifying Party (the Debt): \$49,257.60

This notice is provided to inform you that the Notifying Party has provided the above-described Services to the Property, and that the payment for these Services (the "**Debt**"), is due and owing the Notifying Party. This is a notice to you that the Notifying Party is owed the Debt, and the payment has not been made to the Notifying Party on the Debt.

2425602251 Page: 2 of 36

If payment is not made to the Notifying Party in ten (10) days, a Claim of Lien, commonly referred to as a Mechanic's Lien, or Claim against the Project Bond or Contract Funds, as the case may be, will be filed against the Property in ten (10) days after delivery of this Notice as per Illinois Statutes.

CLAIMANT: Building Technology Consultants

Clt R. Kott

Signed by Christopher Kottra

Property of County Clark's Office Its duly authorized and disclosed agent

2425602251 Page: 3 of 36

INOFFICIAL C

AVOID HAVING A LIEN PLACED AGAINST YOUR PROPERTY

To avoid having a Claim filed against you and/or your

Property, payment of the total Debt must be made

Within ten (10) days from the mailing of this

Notice of Intent to File a Lien.

Building Technology Consultants, Inc.

1845 East Rand Road, L-100

Payment of the Debt shall be made to the contact

Listed to the right of this paragraph.

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all be made to the contact

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DO NOT IGNORE THIS NOTICE

OR COUNTY COUNTY COUNTY

OR THE COUNTY CO



GENERAL CONTRACTOR'S SWORN STATEMENT

COUNTY OF Cook						
The UNDERSIGNED, Christo	——— opher Kottra	1	being fi	rst duly sworn, o	n oath depose	s and savs that
_{he/she is} Principal		(Title)	_{of} Building T	echnology Col		
Contractor) that has a contract	t with Portage	Park Capital,	LLC Ltd.	(Owner) o	wner of the fo	llowing
described premises in Cook		, County, Illino	ois, to wit: <u>36</u>	37 North Cent	ral Chicago,	Illinois 60634
		·		_ (Project Addres		
<i>(</i>),				- ` '	,	
That, for the purposes of sale furnishing and preparing reate become due the, respectively, full, true, and complete statem	erials for, and d the amounts s	are done or are set opposite their	doing labor of names for me	on said improvei aterials or labor i	nent. That the related. That th	ere is due and i nis statement is
1	3/2	3	4	5	6	7
Name & Address	Kind of Work	Adj. Total Contract Incl. Extras and Credits	Total Retention Including This App.	Net Previously Paid	Net Amount of This Payment	Balance To Become Due (Incl. retention)
Building Technology Consultants, Inc. 1845 East Rand Road, L100 Arlington Heights, IL	Engineering Consulting Services	\$51,796.50	0	\$14,773.90	0	\$39,922.60
UCT Group PO Box 775 Humble, TX 77347	Coring and Lab testing	\$7,835.00	0	0	0	\$7,835.00
Mark 1 Restoration Company 1021 Martland Avenue Dotton, IL 60419	Restoration Services	\$1,500.00	0,0	0	0	\$1,500.00
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TOTAL		\$61,131.50	0	\$14,733.90	0	\$49,257.60

2425602251 Page: 5 of 36

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	SUM	MARY	
ORIGINAL CONTRACT AMOUNT	_{\$} 31,131.50	WORK COMPLETED TO DATE	_{\$} 61,131.50
EXTRAS TO CONTRACT	_{\$} 30,000.00	LESS % RETAINED	<u>\$</u> 0
TOTAL CONTRACT AND EXTRAS	\$61,131.50	NET AMOUNT EARNED	_{\$} 61,131.50
CREDITS TO CONTRACT	<u>\$</u> 0	NET PREVIOUSLY PAID	_{\$} 14,733.90
ADJUSTED TO TOTAL CONTRACT	_{\$} 61,131.50	NET AMOUNT THIS PAYMENT	\$49,257.60
	BALANCE TO BECOM	ME DUE (INCLUDING RETENTION)	_{\$} 49,257.60
It is understood that the iclai amount p	aid to date plus the am	nount requested in this application s	shall not exceed
% of the cost of work comp		to an in a approach in	Mail Not oxogod
l agree to furnish Waivers of Lien for al	Il materials under my c	ontract when demanded.	
	Ox	12.	
	C	Ly Kol	Signature
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	7	Principal	
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		OUNTY C	8 1 22 120 24
		2	
STATE OF ILLINOIS		Clark	
COUNTY OF COOK		14	
	-	S	
Subscribed and sworn to before me thi	is <u>26 / 2</u> day of <u>AC</u>	<u>Unust</u> , 20 <u>24</u> .);;
		Nicole M	Notary Public
			Notary Public
NICOLE Notary Public Commissio	iai Seál : MURPHY , State of Illinois n No. 897787 xpires July 24, 2027		

© 2022 Express Lien, Inc. dba Levelset

2425602251 Page: 6 of 36

UNOFFICIAL COPY BY A PRINCE BY

APPROVED By Edelm at 3:05 pm, Jun 23, 2023



Building Technology Consultants, Inc.

June 22, 2023

Via E-Mail: bt@lauriebrennan.com

Mr. Bill Toliopoulos Laurie and Brennan 2 North Riverside Plaza, su'te 1750 Chicago, Illinois 60606

Re: Engagement Letter for [Name of Project, City, State]

BTC Proposal No. 23-P203

Dear Mr. Toliopoulos

As requested during our telephone conversation today, Puilding Technology Consultants, Inc. (BTC) is pleased to offer its consulting services in connection with the referenced building.

Attached to this letter, please find a copy of professional profiles for sami Farahmandpour and Chris Kottra, a BTC brochure, and a representative client listing. For more information on BTC, please visit our website at www.btc.expert.

At this time, the scope of our services is not defined. Our initial scope of work wall consist of reviewing relevant project documents, and a site visit to identify potential warranty related issues or deviations form contract documents. It is our understanding that we are being retained as consulting experts.

Our work will be performed on a time-and-expenses basis. Invoices will be made for actual staff time and expenses incurred in accordance with the attached rates. A retainer of \$6,000 will be required before we begin our services. This retainer will represent our minimum charges for the case and will not be refunded under any circumstances.

Our work will be performed in accordance with the attached standard terms and conditions. Please indicate your acceptance of our terms and conditions by signing one copy and returning it to us. A signed copy of this letter, or another mutually agreeable contract will be required before we can proceed with our work.



Mr. Bill Toliopoulos BTC Proposal No. 23-P203 June 22, 2023 Page 2 of 4

We appreciate the opportunity to be of service and look forward to working with you and your client on this project. If you have any questions, or if I can be of further assistance, please do not hesitate to call.

Sincerely,

Building Technology Consultants, Inc.

Kami Farahmandpour, PE, F-IIBEC, F.: AFE, RBEC, CCS, CCCA

Principal Consultant

ACCEPTED:

I hereby accept the scope of work and fees indicated in his proposal, and the attached Standard Terms and Conditions.

PORTAGE PARK CAPITAL, LLC, an IL Ltd libbility Co. By: Investment Management, Inc., a Wyoming corporation

SOME OFFICE

Company: By: RelPale

Bernard Edelman, President

Signature:

Name:

APPROVED

Date: By Edelm at 3:05 pm, Jun 23, 2023

Attachment: BTC Standard Terms and Conditions, 1-23

Resumes for Kami Farahmandpour, Christopher R. Kottra

BTC Brochure

Representative Client Listing

Copy to: Mr. Bernard Edelman

UNOFFICIAL COPY Building Technology Consultants, Inc. (BTC)

STANDARD TERMS AND CONDITIONS

AGREEMENT: BTC shall only perform services in accordance with an Agreement made with Client. The Agreement consists of BTC's Proposal and these Standard Terms and Conditions.

SCOPE OF WORK: The scope of work, costs and time schedules, if any, defined in the Proposal are based on information provided by Client and shall be subject to the provisions of this Agreement. If this information is incomplete or inaccurate, or if Client directs change to the scope of work established by the Proposal, a written amendment to the Agreement equitably adjusting the costs and time schedules shall be executed by Client and BTC as soon spracticable. Client is defined as the person or entity requesting and/or authorizing the work, and in so doing, Client represents and warrants that he she is duly authorized in this role. The acceptance of BTC's Proposal signifies the acceptance of the terms of this Agreement.

PROPOSALS: Proposals expire 120 days after submission to a client unless a different expiration limit is included in the proposal. BTC may withdraw or modify a proposal at any time prior to acceptance by the client.

STANDARD OF CARE: BTC will perform its service ounder this Agreement in conformance with the care and skill ordinarily expressed by reputable members of the profession practicing under simplar conditions at the same time. NO OTHER WARRANTY OF ANY KIND, FXP ESSED OR IMPLIED, IN FACT OR BY LAW, IS MADE OR INTENDED.

SAFETY: It is understood and agreed that, with respect to Project site health and safety, BTC is responsible solely for the safe conduct of its personnel in the performance of their duties. It is expressly agreed that BTC has no responsibility for the protection and safety of any other persons or personal property on and about the Project site. Unless indicated otherwise in the Proposal, Client shall provide, at its expense, all facilities and labor necessary to afford BTC personnel safe access for visual review, sampling, or testing locations in conformance with federal, state and local laws, ordinances and regulations. Unless access equipment is provided by BTC, it is understood and agreed that BTC shall not be in charge of, and shall have no control or responsibility over, any aspect of the erection, construction or use of any scaffolds, hoists, cranes, stays, ladders, supports or other similar devices as defined and interpreted under any law, ordinance or regulation relating in any way to Project safety.

HAZARDOUS SUBSTANCES: If BTC is to provide services in the general vicinity of a facility or other area where any substance which poses or may pose a present or potential hazard to human health may exist, Client shall immediately notify BTC of such potential health hazard which it knows or reasonably suspects exists and thereafter BTC is authorized by Client to take all reasonable measures, including suspension of services and termination of the Agreement, BTC deems necessary to protect its personnel against such possible health hazards. Client shall bear the direct costs of such measures. In the event samples collected or received by BTC on behalf of Client contain any substance which poses or may pose a present or potential hazard to human health or the environment, BTC will, at the completion of testing and at Client's sole expense and responsibility, return such samples to Client or, upon written request from Client, release such samples to a carrier for transport to a location selected by Client for final disposal.

DELAYS: BTC shall not be considered in default under this Agreement if its performance is prevented or delayed by any cause that is beyond its reasonable control. Further, Client understands and agrees to pay all reasonable charges associated with any delays, cancellations, rescheduling or other activities that may alter time schedules and anticipated costs and that are beyond the reasonable control of BTC.

OWNERSHIP OF DOCUMENTS: BTC retains ownership of letters, reports, drawings, specifications, test data and notes. These documents or parts thereof may not be reproduced in advertisements, brochures, or sales material, nor used by the client for any purpose other than the purpose for

which they were prepared, nor by third parties, without the written permission of BTC. Conclusions by BTC based on test results are limited to the specific conditions for which the tests were performed. BTC will retain the above records relating to the services performed for a period of ninety (90) days following completion of BTC's services. After this period, they may be destroyed unless other arrangements are requested in writing prior to the expiration of said ninety (90) day period, and paid for by Client. The ownership of any reports, project specifications, drawings, and letters produced by BTC does not pass to the Client until full payment of BTC's invoices related to its services is received by BTC. In the event that BTC does not receive full payment for its services, BTC can prohibit the Client from the use of its work product for any purpose.

SAMPLE RETENTION: BTC reserves the right to discard samples immediately after examination or testing. Upon written request and at Client's sole expense, samples will be stored or transferred.

SUBPOENAS OR COURT ORDERS: If any subpoena or court order is served upon BTC and/or any of its staff, subconsultants or subcontractors requiring the presentation of documents or appearance at a deposition or trial, or for other discovery purposes, arising out of services provided under this Agreement, Client shall pay the charges applicable to BTC's compliance with the subpoena or court order. Charges will accrue on an actual time and related expense basis in accordance with the standard rates in effect at the time of service upon BTC receipt of the subpoena or court order. Invoices will include time and expenses incurred gathering, organizing and duplicating documents, preparing to give testimony, travel and testifying in deposition or trial.

MARKETING: Client hereby grants BTC the right to use the name and service marks of Client in its marketing materials or other oral, electronic, or written promotions, which shall include naming Client as a client of BTC and a brief scope of services provided. In addition, unless otherwise notified in writing, Client hereby grants BTC the right to publish technical information about the project. Either party may elect to issue a press release related to this Agreement. In doing so, any release shall not be approved by the other party and such approval shall not be unreasonably withheld.

OPINIONS OF COST: BTC's opinions of probable costs, if any, provided as part of the services under this Agreement, are made on the basis of BTC's knowledge, experience and qualifications, and represent BTC's judgment as an experienced and qualified Professional Engineer familiar with the construction industry. BTC cannot and does not guarantee that proposals, bids or actual costs viii not vary from the opinions of probable costs provided by BTC.

LIMITATION OF LIABILITY: THE LIABILITY OF CTC FOR ANY REASON WHATSOEVER ARISING UNDER OR RELATING TO THIS AGREEMENT WILL NOT EXCEED IN THE AGGREGATE \$25,000 OR THE AMOUNT OF THE FEE ACTUALLY RECEIVED BY BTC, WHICHEVER IS GREATER. IN ADDITION, IN NO EVENT WILL BTC BE LIABLE FOR ANY CLAIM OR DEMAND BY CLIENT, OR AGAINST CLIENT BY ANY THIRD PARTY, IN OR FOR ANY AMOUNTS REPRESENTING LOSS OF PROFIT, LOSS OF BUSINESS, DELAY DAMAGES OR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES. THE PROVISIONS OF THIS PARAGRAPH SHALL APPLY REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE.

INDEMNIFICATION: If any claim, suit or legal action arising out of the services under this Agreement is asserted against BTC by a person or entity who is not a party to this Agreement, Client agrees to indemnify, hold harmless, protect and defend BTC from and against any such claim, suit or legal action, and any and all loss, liability, damage, costs and expenses associated therewith, except to the extent that the event and/or damages giving rise to such claim, suit or legal action is found to have

been caused by the negligence of BTC. The Client's obligation hereunder includes, but is not limited to, the payment of attorney's fees, court costs, and expert and consulting expenses required for the proper and vigorous defense of BTC.

NO THIRD PARTY BENEFICIARIES: Nothing in this Agreement shall create a contractual relationship with, or cause of action in favor of, a third party against Client or BTC.

DISPUTE RESOLUTION: All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof which cannot be resolved through negotiation shall be submitted to mediation before and as a condition precedent to any other remedy provided for herein. Upon written request by either party to this Agreement for mediation of any dispute, Client and BTC shall select by mutual agreement a neutral mediator. If the dispute cannot be settled through mediation, then such dispute shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association (AAA) then in effect. The award rendered, if any, by the 2 out ator(s) shall be final and binding on both parties and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction. Each party involved in the arbitration process shall pay all its own arbit ation fees and costs to the AAA and shall share equally in the fees charge I by the arbitrator(s). All mediation or arbitration shall take place in Chic ago Illinois unless Client and BTC agree otherwise.

TERMINATION: This Agreement may be ten nititated by either party upon at least seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms 'ereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the viritten notice. In the event of termination, BTC shall be paid for services performed prior to the termination date set forth in the notice plus reasonable termination expenses.

AFFILIATED CONSULTANTS: BTC retains certain consultants as independent contractors, but provides insurance and support services in connection with their work. These consultants are billed at rates equivalent to BTC employees of similar education and professional experience.

SUBCONTRACTED SERVICES: Subcontractors are billed at cost plus 10% if the subcontractor firm has at least \$500,000 of Professional/General Liability Insurance, otherwise cost plus 20%. The mark-up not applied to subcontractor's reimbursable expenses, such as a subcontractor's travel expenses.

INVOICES: BTC shall submit invoices monthly and/or on completion of work for services performed and expenses incurred and not previously billed. Payment is due upon Client's receipt of the invoice, and is past due thirty (30) days from the date shown on the invoice. Unless Client notifies BTC of any discrepancies or disputed items on the invoices within 2 weeks after receipt of BTC's invoices, all charges on the invoices shall be deemed acceptable to the Client. If any portions of the charges on any invoice are disputed in writing by Client, Client shall pay all remaining charges on that invoice, and notify BTC in writing of all items being disputed or questioned within 2 weeks of the receipt of the invoices. Client agrees to pay a service charge of one and one-half percent (1.5%) per month on all past due amounts. BTC shall also be entitled to be reimbursed for all reasonable costs and expenses incurred in the collection of past due invoices, including, but not limited to, attorney's fees, expenses, court costs, and BTC staff time.

PAYMENT: Payments to BTC shall be made via check, wire transfer or ACH. If Client's policy dictates that payment must be made via credit card, the Client will pay a service charge of three and one half percent (3.5%) on all amounts owed to BTC. Client agrees to pay fees incurred by BTC related to all other payment methods dictated by Client.

IIME CHARGES: Unless there is a fixed-fee (lump sum fee) or other arrangements are agreed upon in writing between BTC and client, time charges are accrued on an hourly basis. Minimum time charges of personnel at an out-of-town project site are 8 hours per day. There will be no increases in rates for overtime. Billing rates may be increased annually, after notification to the client. If a breakdown or detailed listing of time charges is required by the Client, such requirement must be agreed upon

with BTC in writing and in advance of the commencement of the project. When there is a fixed-fee arrangement between the client and BTC, no breakdown of charges will be provided.

BILLING RATES: Invoices shall be based on the following rates:

Principal	\$320 per hour
Principal Consultant	\$350 per hour
Principal – Structural Engineering	\$255 per hour
Principal - Building Enclosures	\$255 per hour
Senior Consultant	\$250 per hour
Associate Principal	\$225 per hour
Sr. Structural Engineer/Engineer/Architect	\$210 per hour
Structural Engineer/Engineer/Architect	\$180 per hour
Engineering Consultant/Architectural Consultant	\$180 per hour
Associate Engineering/Architectural Consultant	\$155 per hour
Sr. Field Representative/Sr. Engineering	\$145 per hour
Technician	
Engineering Technician/Drafting	\$120 per hour
Engineering/Architectural Intern	\$100 per hour
Technical Support Staff	\$65 per hour
Travel Time	At Standard
	Hourly Rates
Mileage/Ground Transportation	\$0.70 per mile
Ground Transportation of Equipment	\$0.80 per mile
Equipment Use	
Infrared thermography equipment	\$300 per Site Visit
Color spectrometer	\$300 per Site Visit
Unmanned Aerial System	\$300 per Site Visit
Bond pull-off test apparatus	\$200 per Site Visit
Borescope (Rigid/Flexible)	\$200 per Site Visit
Coring rig	\$200 per Site Visit
ASTM C 1601, Masonry water penetration	\$200 per Site Visit
test apparatus	
Blower Door Apparatus	\$200 per Site Visit
Digital microscope	\$200 per Sample
Tie Back Anchor Testing Equipment	\$200 per Site Visit
Calibrated spray nozzle water testing	\$100 per Site Visit
quipment	
Lie tronic leak detection (low/high voltage)	\$100 per Site Visit
ASTIME 1105, Spray rack water testing	\$100 per Site Visit
equiprient	
ASIME 782 Air Leakage Rate Apparatus	\$100 per Site Visit
ASTM C 1715, Masonry cavity drainage test	\$50 per Site Visit
equipment	
Non-destructive coating thickness gauge	\$50 per Site Visit
Humidity/moisture gauges	\$30 per Site Visit
Digital level	\$20 per Site Visit
Laser level/precision laser	\$20 per Site Visit
Color Printing (letter/legal/ledger)	\$0.50 per page

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Building Technology Consultants, Inc.

February 5, 2024

Via E-Mail edelman@innovativemarketsinc.com

Mr. Bernard Edelmar Portage Park Capital, LC 77 West Washington Street, Suite 1501 Chicago, Illinois 60602

Re: Proposed Change in Scope of Services

Portage Park Retail/Commercial and Self-Storage Facility

3631 through 3657 North Central Avenue, Chicago, Illinois 60634

BTC Project No. 23-807

Dear Mr. Edelman:

This letter serves to outline the following proposed changes in the scope of BTC's services and fees.

1 CHANGES IN SCOPE OF SERVICES

The following tasks will be added to our scope of services:

1.1 Additional Investigation

In our Preliminary Evaluation and Warranty Assessment of Completed Construction report (Evaluation Report) dated July 10, 2023, we identified potential deficiencies that require additional investigation to evaluate their significance. The scope of work for these items includes the following:

1.1.1 Roof Insulation Moisture Survey

Using a non-destructive impedance scanner, evaluate relative moisture content in existing roof insulation at areas where deformed insulation was identified.

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Mr. Bernard Edelman BTC Project No. 23-807 February 5, 2024 Page 2 of 7

1.1.2 Storefront Window Evaluation

At 2 storefront window locations, perform one or more of the following tests. These tests will be performed in a systematic sequence to isolate certain components of the storefront window system. So that the source(s) of water leakage can be isolated.

- 1. Calibrated stray nozzle testing in general accordance with AAMA 501.2;
- 2. Spray rack testing in general accordance with ASTM E1105 (differential pressure will be imparted using a blower door and will not comply with design differential pressures); and
- 3. Glazing pocket hydrostatic testing.

1.1.3 Concrete Crack Evaluation

With assistance from a testing company, obtain core samples from suspended slabs and from exterior slabs on grade, and perform laboratory testing. The scope of work will consist of the following:

- 1. BTC will coordinate locations for removing core sample. We anticipate removing 2 cores per elevated floor, and 2 cores at exterior slabs on grade for a total of 10 cores.
- 2. The testing company will perform the following:
 - a. Remove core samples at designated locations.
 - b. Perform compressive strength testing on 6 of the 8 cores from elevated floor, and 1 slab-on-grade core for a total of 7 tests.
 - c. Perform a petrographic examination of the remaining 2 cores from elevated floors, and 1 slab-on-grade core for a total of 3 tests.
 - d. Prepare a report summarizing the testing results.
- 3. BTC will review the laboratory test results and analyze the findings.

1.1.4 Report Preparation

Analyze findings and prepare a single report indicating our conclusions and conceptual repair recommendations for each portion of the additional investigation.



Mr. Bernard Edelman BTC Project No. 23-807 February 5, 2024 Page 3 of 7

1.2 Construction Cost Estimate Assistance

BTC will contract qualified contractors to obtain cost estimates for the scope of repairs provided in our Expert Report dated December 18, 2023. Our scope of work for this phase will include the rollowing:

- 1. Distribute scope of repairs to qualified contractors.
- 2. Answer questions from prospective contractors and issue formal clarifications if necessary.
- 3. Review cost estimates and provide a summary of each.

2 CHARGE IN FEES

The fees associated with the above additional tasks will be as follows:

Additional Investigation

Roof Insulation Moisture Survey	\$3,000	Estimated
Storefront Window Evaluation	\$5,000	Estimated
Concrete Crack Evaluation*	\$9,000	Estimated
Report	\$7,000	Estimated

Construction Cost Estimate Assistance

\$6,000 Estimated

3 CLARIFICATIONS

Please note the following regarding our scope of work and fees:

- 1. We anticipate performing the above tasks on a time-and-expense basis. If multiple tasks are approved, and the tasks can be performed concurrently, there may be cost savings.
- 2. It is anticipated that our field investigation work will be performed over the course of multiple days. During that time, unhampered access to various areas will be required to perform our work.

^{*}Costs for retaining a testing company are included in our estimated fees for the Concrete Crack Evaluation phase.



Mr. Bernard Edelman BTC Project No. 23-807 February 5, 2024 Page 4 of 7

- 3. If requested, additional services will be performed in accordance with the attached rates.
- 4. Ov. toes are based on the attached Standard Terms and Conditions. If changes to these Standard Terms and Conditions are required, they may result in additional fees.

4 CONTRACTUAL REQUIREMENTS

Our work will be performed in accordance with the attached standard terms and conditions. Please indicate your approval of the above additional services and fees by signing one copy of this letter and returning it to us.

We appreciate the opportunity to be of service to you. If you have any questions, or if we call. can be of further assistance, please do not hesitate to call.

Sincerely,

Building Technology Consultants, Inc.

Clf R. Kott

Christopher R. Kottra, PE, REWC, CCCA

Principal

Kami Farahmandpour, PE, F-IIBEC, FNAFE, RBEC, CCS, CCCA Principal Consultant

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Mr. Bernard Edelman BTC Project No. 23-807 February 5, 2024 Page 5 of 7

ACCEPTED:

I hereby a copt the changes in the scope of work and fees indicated in this proposal, and authorize BFC to proceed with the additional work tasks marked below.

Roof Insulation Moisture Survey Storefror Window Evaluation Concrete Crac (Evaluation Report Construction Cost Estimate Assistance PORTAGE PARK CAPITAL, LLC, an IL Ltd. liability Co. Name: By: Investment Management, Irc. a Wyoming corporation Bel Pal C/ort/s Organica Company: Bv: Bernard Edelman, President Signature: **APPROVED** By Edelm at 5:12 pm, Feb 07, 2024 Date: Copy to: Mr. Bill Toliopoulos

UNOFFICIAL COPY Building Technology Consultants, Inc. (BTC)

STANDARD TERMS AND CONDITIONS

AGREEMENT: BTC shall only perform services in accordance with an Agreement made with Client. The Agreement consists of BTC's Proposal and these Standard Terms and Conditions.

SCOPE OF WORK: The scope of work, costs and time schedules, if any, defined in the Proposal are based on information provided by Client and shall be subject to the provisions of this Agreement. If this information is incomplete or inaccurate, or if Client directs change to the scope of work established by the Proposal, a written amendment to the Agreement equitably adjusting the costs and time schedules shall be executed by Client and BTC as soon as practicable. Client is defined as the person or entity requesting and/or authorizing the work, and in so doing, Client represents and warrants that he/she is duly authorized in this role. The acceptance of BTC's Proposal signifies the acceptance of the terms of this Agreement.

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STANDARD OF CARE: BTC will perform its services under this Agreement in conformance with the care and skill ordinarily exercised by reputable members of the profession practicing under similar conditions at the same time. NO OTHER WARRANTY OF ANY KINT, E. PRESSED OR IMPLIED, IN FACT OR BY LAW, IS MADE OR IN TENDED.

SAFETY: It is understood and agreed that, with respect to Project sire health and safety, BTC is responsible solely for the safe conduct of its personnel in the performance of their duties. It is expressly agreed that BTC has no responsibility for the protection and safety of any other persons or personal property on and about the Project site. Unless indicated otherwise in the Proposal, Client shall provide, at its expense, all facilities and labor necessary to afford BTC personnel safe access for visual review, sampling, or testing locations in conformance with federal, state and local laws, ordinances and regulations. Unless access equipment is provided by BTC, it is understood and agreed that BTC shall not be in charge of, and shall have no control or responsibility over, any aspect of the erection, construction or use of any scaffolds, hoists, cranes, stays, ladders, supports or other similar devices as defined and interpreted under any law, ordinance or regulation relating in any way to Project safety.

HAZARDOUS SUBSTANCES: If BTC is to provide services in the general vicinity of a facility or other area where any substance which poses or may pose a present or potential hazard to human health may exist, Client shall immediately notify BTC of such potential health hazard which it knows or reasonably suspects exists and thereafter BTC is authorized by Client to take all reasonable measures, including suspension of services and termination of the Agreement, BTC deems necessary to protect its personnel against such possible health hazards. Client shall bear the direct costs of such measures. In the event samples collected or received by BTC on behalf of Client contain any substance which poses or may pose a present or potential hazard to human health or the environment, BTC will, at the completion of testing and at Client's sole expense and responsibility, return such samples to Client or, upon written request from Client, release such samples to a carrier for transport to a location selected by Client for final disposal.

DELAYS: BTC shall not be considered in default under this Agreement if its performance is prevented or delayed by any cause that is beyond its reasonable control. Further, Client understands and agrees to pay all reasonable charges associated with any delays, cancellations, rescheduling or other activities that may alter time schedules and anticipated costs and that are beyond the reasonable control of BTC.

OWNERSHIP OF DOCUMENTS: BTC retains ownership of letters, reports, drawings, specifications, test data and notes. These documents or parts thereof may not be reproduced in advertisements, brochures, or sales material, nor used by the client for any purpose other than the purpose for which they were prepared, nor by third parties, without the written permission of BTC. Conclusions by BTC based on test results are limited

to the specific conditions for which the tests were performed. BTC will retain the above records relating to the services performed for a period of ninety (90) days following completion of BTC's services. After this period, they may be destroyed unless other arrangements are requested in writing prior to the expiration of said ninety (90) day period, and paid for by Client. The ownership of any reports, project specifications, drawings, and letters produced by BTC does not pass to the Client until full payment of BTC's invoices related to its services is received by BTC. In the event that BTC does not receive full payment for its services, BTC can prohibit the Client from the use of its work product for any purpose.

SAMPLE RETENTION: BTC reserves the right to discard samples immediately after examination or testing. Upon written request and at Client's sole expense, samples will be stored or transferred.

SUBPOENAS OR COURT ORDERS: If any subpoena or court order is served upon BTC and/or any of its staff, subconsultants or subcontractors requiring the presentation of documents or appearance at a deposition or trial, or for other discovery purposes, arising out of services provided under this Agreement, Client shall pay the charges applicable to BTC's compliance with the subpoena or court order. Charges will accrue on an actual time and related expense basis in accordance with the standard rates in effect at the time of service upon BTC receipt of the subpoena or court order. Invoices will include time and expenses incurred gathering, organizing and duplicating documents, preparing to give testimony, travel and testifying in deposition or trial.

MARKETING: Client hereby grants BTC the right to use the name and service marks of Client in its marketing materials or other oral, electronic, or written promotions, which shall include naming Client as a client of BTC and a brief scope of services provided. In addition, unless otherwise notified in writing, Client hereby grants BTC the right to publish technical information about the project. Either party may elect to issue a press clease related to this Agreement. In doing so, any release shall not be approve 1 by the other party and such approval shall not be unreasonably withhele.

OPINICAS OF COST: BTC's opinions of probable costs, if any, provided as par of the services under this Agreement, are made on the basis of BTC's know'edge, experience and qualifications, and represent BTC's judgment as a experienced and qualified Professional Engineer familiar with the constructor industry. BTC cannot and does not guarantee that proposals, bid or actual costs will not vary from the opinions of probable costs provided by BTC.

LIMITATION OF LIABILITY: THE LIABIL TY OF BTC FOR ANY REASON WHATSOEVER ARISING UNDER OR RELATING TO THIS AGREEMENT WILL NOT EXCEED IN THE AGGREGATE \$25,000 OR THE AMOUNT OF THE FEE ACTUALLY RECEIVED BY BTC, WHICHEVER IS GREATER. IN ADDITION, IN MO EVENT WILL BTC BE LIABLE FOR ANY CLAIM OR DEMAND BY CLIENT, OR AGAINST CLIENT BY ANY THIRD PARTY, IN OR FOR ANY AMOUNTS REPRESENTING LOSS OF PROFIT, LOSS OF BUSINESS, DELAY DAMAGES OR SPECIAL, INDIRECT, INCIDENTAL. CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES. THE PROVISIONS OF THIS PARAGRAPH SHALL APPLY REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE.

INDEMNIFICATION: If any claim, suit or legal action arising out of the services under this Agreement is asserted against BTC by a person or entity who is not a party to this Agreement, Client agrees to indemnify, hold harmless, protect and defend BTC from and against any such claim, suit or legal action, and any and all loss, liability, damage, costs and expenses associated therewith, except to the extent that the event and/or damages giving rise to such claim, suit or legal action is found to have been caused by the negligence of BTC. The Client's obligation hereunder includes, but is not limited to, the payment of attorney's fees, court costs, and expert and consulting expenses required for the proper and vigorous defense of BTC.

NO THIRD PARTY BENEFICIARIES: Nothing in this Agreement shall create a contractual relationship with, or cause of action in favor of, a third party against Client or BTC.

DISPUTE RESOLUTION: All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof which cannot be resolved through negotiation shall be submitted to mediation before and as a condition precedent to any other remedy provided for herein. Upon written request by either party to this Agreement for mediation of any dispute, Client and BTC shall select by mutual agreement a neutral mediator. If the dispute cannot be settled through mediation, then such dispute shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association (AAA) then in effect. The award rendered, if any, by the arbitrator(s) shall be final and binding on both parties and judgment may be entered upon it in accordance with applicable law in any court having practication. Each party involved in the arbitration process shall pay all itc own arbitration fees and costs to the AAA and shall share equally in the fees charged by the arbitrator(s). All mediation or arbitration shall take place in Chicago, Illinois unless Client and BTC agree otherwise.

TERMINATION: This Agreement may be reminated by either party upon at least seven (7) days written notice in the example of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, BTC shall be paid for service's performed prior to the termination date set forth in the notice plus reasonable termination expenses.

AFFILIATED CONSULTANTS: BTC retains certain consultants a independent contractors, but provides insurance and support services in connection with their work. These consultants are billed at rates equivalent to BTC employees of similar education and professional experience.

SUBCONTRACTED SERVICES: Subcontractors are billed at cost plus 10% if the subcontractor firm has at least \$500,000 of Professional/General Liability Insurance, otherwise cost plus 20%. The mark-up not applied to subcontractor's reimbursable expenses, such as a subcontractor's travel expenses.

INVOICES: BTC shall submit invoices monthly and/or on completion of work for services performed and expenses incurred and not previously billed. Payment is due upon Client's receipt of the invoice, and is past due thirty (30) days from the date shown on the invoice. Unless Client notifies BTC of any discrepancies or disputed items on the invoices within 2 weeks after receipt of BTC's invoices, all charges on the invoices shall be deemed acceptable to the Client. If any portions of the charges on any invoice are disputed in writing by Client, Client shall pay all remaining charges on that invoice, and notify BTC in writing of all items being disputed or questioned within 2 weeks of the receipt of the invoices. Client agrees to pay a service charge of one and one-half percent (1.5%) per month on all past due amounts. BTC shall also be entitled to be reimbursed for all reasonable costs and expenses incurred in the collection of past due invoices, including, but not limited to, attorney's fees, expenses, court costs, and BTC staff time.

PAYMENT: Payments to BTC shall be made via check, wire transfer or ACH. If Client's policy dictates that payment must be made via credit card, the Client will pay a service charge of three and one half percent (3.5%) on all amounts owed to BTC. Client agrees to pay fees incurred by BTC related to all other payment methods dictated by Client.

IIME CHARGES: Unless there is a fixed-fee (lump sum fee) or other arrangements are agreed upon in writing between BTC and client, time charges are accrued on an hourly basis. Minimum time charges of personnel at an out-of-town project site are 8 hours per day. There will be no increases in rates for overtime. Billing rates may be increased annually, after notification to the client. If a breakdown or detailed listing of time charges is required by the Client, such requirement must be agreed upon with BTC in writing and in advance of the commencement of the project. When there is a fixed-fee arrangement between the client and BTC, no breakdown of charges will be provided.

BILLING RATES: Invoices shall be based on the following rates:

Principal	\$330 per hour
Principal Consultant	\$350 per hour
Principal – Structural Engineering	\$270 per hour
Principal – Building Enclosure	\$270 per hour
Senior Consultant	\$250 per hour
Associate Principal	\$240 per hour
Sr. Structural Engineer/Engineer/Architect	\$220 per hour
Structural Engineer/Engineer/Architect	\$190 per hour
Engineering Consultant/Architectural Consultant	\$190 per hour
Associate Engineering/Architectural Consultant	\$160 per hour
Sr. Field Representative/Sr. Engineering	\$150 per hour
Technician	
Engineering Technician/Drafting	\$125 per hour
Engineering/Architectural Intern	\$100 per hour
Technical Support Staff	\$65 per hour
Travel Time	At Standard
	Hourly Rates
Mileage/Ground Transportation	\$0.75 per mile
Ground Transportation of Equipment	\$0.85 per mile
Equipment Use	
Infrared thermography equipment	\$300 per Site Visit
Color spectrometer	\$300 per Site Visit
Unmanned Aerial System	\$300 per Site Visit
Bond pull-off test apparatus	\$200 per Site Visit
Borescope (Rigid/Flexible)	\$200 per Site Visit
Coring rig	\$200 per Site Visit
ASTM C 1601, Masonry water penetration	\$200 per Site Visit
test apparatus	Φ200 per bite 1 isit
Blower Door Apparatus	\$200 per Site Visit
Digital microscope	\$200 per Sample
Tie Back Anchor Testing Equipment	\$200 per Site Visit
Calibrated spray nozzle water testing	\$100 per Site Visit
equipment	wroo per Bree visit
Electronic leak detection (fow/high voltage)	\$100 per Site Visit
ASTM E 1105, Spray rack water testing	\$100 per Site Visit
eo'ap tent	0.00 per one 1 isit
AS IM E 783 Air Leakage Rate Apparatus	\$100 per Site Visit
ASTM C 1715, Masonry cavity drainage test	\$50 per Site Visit
equipment	doo per one visit
Non-destructive loating thickness gauge	\$50 per Site Visit
Humidity/moistu e gauges	\$30 per Site Visit
Digital level	\$20 per Site Visit
Laser level/precision laser	\$20 per Site Visit
Calas Drivations (lasta of lands)	£0. 50
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2425602251 Page: 17 of 36

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July 05, 2023 23-807 August 04, 2023 Invoice No.: Invoice Date: Payman Due: BIC P. o, ect No.: Two North Riverside Plaza Laurie & Brennan, LLP Chicago, IL 60606 Suite 1750 Invoice to:

Project: 3637 N. Central, Cons. Srvcs.

		Invoice S	Invoice Summary	0,			
Category	Phase	Budget Fee type	% Complete to Date	e Ecmed to Date	Previously Billed	Unbilled Balance	This Billing
Labor	Consulting Services	T&M		\$5,520.00			\$5,520.00
	Additional Services	T&M	74				
Reimbursable Exp	Consulting Services	T&M		\$51.40			\$51.40
			0	Total	Total This Invoice:		\$5,571.40
	8	Breakdown of Time Chares (18M and NTE Tasks Only)	(T&M and NTE To	ssks Only)			
Employee	Description	X L		Date	Quantity	Rate	Extension
Task 1 - Consulling Services	ices						
C. Kottra	Download and review background dw uments	akground do uments		06/26/23	z.	\$320.00	\$160.00
C. Brown	Background Documents Summaries	ummaries		06/28/23	9	\$100.00	\$600.00
C. Brown	Background Document Summaries	ummaries		06/29/23	2	\$100.00	\$200.00
K. Farahmandpour	Review background info			06/29/23	2.5	\$350.00	\$875.00
K. Farahmandpour	Review background info sits visit, travel	its visit, travel		06/30/23	5.5	\$350.00	\$1,925.00
C. Kottra	Field investigation; which nent review	ent review		06/30/23	5.5	\$320.00	\$1,760.00

Building Technology Consultants, Inc.

\$5,520.00

Subtotal Time Charges, Task 1 - Consulting Services:

Page 2 of 2 BIC Project No: 23-807

Invoice (Continued)

		Breakdow	n of Reimk	Breakdown of Reimbursable Expenses	Sa		
Phase	Expense	Quantity	Rate	Rate Description		Date	Extension
Consulting Services	Mileage	36	\$.70		2	6/30/2023	\$25.20
Consulting Services	Mileage	38	\$.70		3	6/30/2023	\$25.20
Consulting Services	Toll		1.00		C	6/30/2023	\$1.00
				Toto	Total Reimbursable Expenses:		\$51.40
				OC	Grand Total This Invoice:		\$5,571.40
				4	Less Retainer		(\$5,571.40)
			0	C			
Comments:			10				
Notes:	Please reference BTC Federal Tay Past due invoice Anv disoutes re	Please reference this invoice number in your payment. BTC Federal Tax Identification Namber: 36-4411406 Past due invoices are subject to late fees in accordance with our argeement. Any disputes reacraling charges in this invoice must be submitted in writing with	in your po r: 36-441 12 ees in acc ipvoice p	lyment. 406 cordance with or	Please reference this invoice number in your payment. BTC Federal Tax Identification Nonaber: 36-4411406 Past due invoices are subject to late fees in accordance with our argeement. Any disputes regarding charges, in this invoice must be submitted in writing within 2 weeks of receipt of this invoice.	opiovaj intrinsional	
:							•
Abbreviations:	NTE=Not-to-Exce	NTE=Not-to-Exceed, LS=::,rxp Sum, Est.=Estimated, T&M=Time & Material Thank you for your promot promote the second of the second	=Estimate	d, T&M=Time & A	Material		
				namy you to you prompt payment			

Building Technology Consultants, Inc.

2425602251 Page: 19 of 36

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12742

August 04, 2023 September 03, 2023

Involc+ No.: In 'ol :e Date:

23-807

CTC Project No.: Laurie & Brennan, LLP Two North Riverside Plaza Suite 1750 Invoice to:

Chicago, IL 60606

3637 N. Central, Cons. Srvcs. **Project:**

			invoice sominally	Antifridity .),			
Category	Phase	Budget	Budget Fee Type	% Complet⊊ to D∾te	Fee Earned to Date	Previously Billed	Unbilled Balance	This Billing
Labor	Consulting Services		T&M		\$11,822.50	\$5,520.00		\$6,302.50
	Additional Services		T&M	4				
Reimbursable Exp	Consulting Services		T&M		\$51.40	\$51.40		
					Total	Total This Invoice:		\$6,302.50
	Brea	ıkdown of T	ime charges	Breakdown of Time Charges (T&M and NTE Tasks Only)	sks Only)			

	Breakdown of Time Charges (18M and NTE Tasks Only)	Only)			
Employee	Description	Date	Quantily	Rate	Extension
Task 1 - Consutting Services					
C. Kottra	Review documents; Report prep ir it in	07/03/23	4	\$320,00	\$1,280.00
C. Kottra	Review documents; Report pre o ration	07/05/23	ო	\$320.00	\$960.00
C. Kottra	Evaluation - Report Prepc cetion	07/06/23	8	\$320.00	\$640.00
K. Farahmandpour	Report preparation on a discussion	07/07/23	2.75	\$350.00	\$962.50
C. Kottra	Evaluation - Report 17 eparation	07/07/23	2.5	\$320.00	\$800.00
M. Wiscons	Evaluation - Research	07/07/23	-	\$255.00	\$255.00
C. Kottra	Evaluation - Report Preparation	07/09/23	5.	\$320.00	\$160.00
K. Farahmandpour	Evaluation - Report Preparation	07/10/23	2	\$350.00	\$700.00

Building Technology Consultants, Inc.

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\$5,873.90 (\$428.60)

Page 2 of 2

BIC Project No: 23-807

Invoice (Gentinued)

	Breakdown of Time Char	down of Time Charges (T&M and NTE Tasks Only)	3		
Employee	Description	Date	Quantity	Rate	Extension
C. Kottra	Evaluation - Report Preparation	(2/01/20)	1.5	\$320.00	\$480.00
M. Power	Evaluation - Report Preparation	777.0723	-	\$65.00	\$65.00
	ns	Subtotal Time Charges, Task 1 - Consulting Services:	ervices:		\$6,302.50
		C			
		Grand Total This Invoice:	ice:		\$6,302.50
		Less Retainer	iner		(\$428.60)

Less Refainer Total Amount Due, including This Invoice:

Comments:

Notes:

Please reference this invoice nonber in your payment.

BTC Federal Tax Identification, Number: 36-4411406

Past due invoices are subject to late fees in accordance with our argeement. Any disputes regarding charges in this invoice must be submitted in writing within 2 weeks of receipt of this invoice.

NTE=Not-to-Exceed, 15=1, ump Sum, Est.=Estimated, T&M=Time & Material

Abbreviations:

Thank you for your prompt payment

Building Technology Consultants, Inc.

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23-807

February 07, 2024 January 08, 2024 Invoice Date: Pavm. en Due: Invoice No. BIC Foject No.: Laurie & Brennan, LLP Two North Riverside Plaza Chicago, IL 60606 Suite 1750 Invoice to:

3637 N. Central, Cons. Srvcs.

Project:

			Invoice Summary	mmary)			
Category	Phase	Budget	udget fee Type	% Complete to Date	ree Eurned to Date	Previously Billed	Unbilled Balance	This Billing
Labor	Consulting Services		T&M		\$17,717.50	\$15,212.50		\$2,505.00
	Additional Services		T&M	7				
Reimbursable Exp	Consulting Services		T&M		\$51.40	\$51.40		
					Total	Total This Invoice:	,	\$2,505.00
	Breakd	akdown of Ti	me Chaises	own of Time Charges (T&M and NTE Tasks Only)	sks Only)			

	predkdown of lime	predadown of lime Charges (1km and NIE 195Ks Only)			
Employee	Description	Date	Quantity	Rate	Extension
Task 1 - Consulting Services	5				
C. Kottra	Cost estimates	12/11/23	2	\$320.00	\$640.00
C. Kottra	Correspondence	12/13/23	ĸċ	\$320.00	\$160.00
C. Kottra	Cost estimates; Corresponderice	12/15/23		\$320.00	\$320.00
K. Farahmandpour	Report preparation	12/18/23	3.5	\$350.00	\$1,225.00
C. Kottra	Expert report	12/18/23	ιċ	\$320.00	\$160.00
	c.	Subtotal Time Charges, Task 1 - Consulting Services:	ling Services:		\$2,505.00

Building Technology Consultants, Inc.

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\$5,895.00

Total Amount Due, Including This Invoice:

Apr.

BTC Project No: 23-807

Invoice (Continued)

Page 2 of 2

		Pric	Prior Outstanding Invoices	ces	0	
Invoice No.	Invoice Date	>30 Days	>60 Days	>90 Days	>120 Days	Extension
12964	12/7/2023		\$3,390.00			\$3,390.00
				Total Prior Curs, anding Invoices:	ding invoices:	\$3,390.00
				Grand To	Grand Total This Invoice:	\$2,505.00

Comments:

Notes:

Please reference this invoice number in your payment.

BTC Federal Tax Identification Number: 36-417406

Past due invoices are subject to late fee; in accordance with our argeement. Any disputes regarding charges in this in voice must be submitted in writing within 2 weeks of receipt of this invoice. Li be subra Lime & non for your prompt payment

NTE=Not-to-Exceed, LS=Lump Sum, Est.=Estimated, T&M=Time & Material

Abbreviations:

Building Technology Consultants, Inc.

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2425602251 Page: 23 of 36

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Invoice

13088 23-807 April 05, 2024 March 06, 2024 Pavr. en Due: Invoice Defie: BTC fcject No.: Invoice No. Iwo North Riverside Plaza Laurie & Brennan, LLP Chicago, 11, 60606 Suite 1750 Invoice to:

Project: 3637 N. Central, Cons. Srvcs.

			Invoice Summary	ummary	0,			
Category	Phase	Budget	Fee Type	% Complete to Date	for Eumed to Date	Previously Billed	Unbilled Balance	This Billing
Labor	Consulting Services		T&M		\$21,272.50	\$17,717.50		\$3,555.00
	Additional Services		T&M	74				
	Additional Investigation: Roof Insulation Moisture Survey	\$3,000.00	T&M	Cou	\$2,145.00			\$2,145.00
	Additional Investigation: Storefront Window Evaluation	\$5,000.00	T&M		\$4,275.00			\$4,275.00
	Additional sinvestigation: Concrete Crack Evaluation	\$9,000.00	±3M		\$780.00			\$780.00
	Additional \$ Investigation: Report	\$7,002.00	T&M		\$6,192.50			\$6,192.50
	Construction Cost Estimate Assistance	\$4,000.00	T&M		\$1,732.50			\$1,732.50
Reimbursable Exp	Consulting Services		T&M		\$51.40	\$51.40		
	Additional Services		T&M		\$39.50			\$39.50

Building Technology Consultants, Inc.

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2425602251 Page: 24 of 36

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Invoice (Continued)

BTC Project No: 23-807 Page 2 of 6

\$29.00 \$159.60 \$26,743.10 This Billing \$7,835.00 Unbilled Balance Previously Billed **Fotal This Invoice:** 09.921\$ Fee Earned to Data % Complete to Date Invoice Summary Budget Fee Type Investigation: Roof Insulation Moisture Storefront Window Concrete Crack Investigation: Investigation: Evaluation Additional Additional Evaluation Additional Survey Phase Reimbursable Exp Category

	Breakdown of Time Charges (T&M and NTE Tasks Only)	<s only)<="" th=""><th></th><th></th><th></th></s>			
Employee	Description	Date	Quantity	Rate	Extension
Task 1 - Consulting Services	Si		,		
C. Kottra	Evaluation - Communication	02/05/24	٠ċ	\$330.00	\$165.00
K. Farahmandpour	Call with client and attorney	02/15/24	-	\$350.00	\$350.00
M. Power	Evaluation - Report Preparation	02/21/24	-	\$65.00	\$65.00
K. Farahmandpour	Communication, review concrete test report, coordinate site visit	02/27/24	1.5	\$350.00	\$525.00
K. Farahmandpour	Prepare for, attend a sposition, travel time, pre-meeting	02/29/24	7	\$350.00	\$2,450.00
	Subtotal Time Charges, Task 1 - Consulting Services:	Task 1 - Consulfi	ng Services:		\$3,555.00

Building Technology Consultants, Inc.

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Invoice (Continued)

					Page 3 of 6
	Breakdown of Time Charges (T&M and NTE Tasks Only)	E Tasks Only)			
rmpioyee	Description	Date	Quantity	Rate	Extension
Task 3 - Additional	Task 3 - Additional Investigation: Roof Insulation Moisture Survey				
C. Kottra	Roof moisture survey	02,14,24	ო	\$330.00	\$990.00
C. Kothra	Roof moisture survey; Review documents	C2/16/24	3.5	\$330.00	\$1,155.00
	Subtotal Time Charges, Task 3 - Additional Investigation: Rock insulation Moisture Survey:	า: Roct กระปลที่เอก Moistu	re Survey:		\$2,145.00
Task 4 - Additional	Task 4 - Additional Investigation: Storefront Window Evaluation				ا (
C. Kottra	Evaluation - Field Investigation Preparation	02/08/24	1.5	\$330.00	\$495.00
C. Kottra	Correspondence; Preparation for field investigation	02/09/24	٠ċ	\$330.00	\$165.00
C. Kottra	Evaluation - Field Investigation Preparation	02/12/24	1.5	\$330.00	\$495.00
A. Benussi	Evaluation - Field Investigation Preparation	02/13/24	1.5	\$120.00	\$180.00
C. Kottra	Evaluation - Field Investigation Preparation	02/13/24	-	\$330.00	\$330.00
A. Benussi	Evaluation - Field Investigation	02/14/24	ω	\$120.00	\$960.00
C. Kotlra	Water testing	02/14/24	5	\$330.00	\$1,650.00
	Subtotal Time Charges, Task 4 - Additional Investigation: Storefront Window Evaluation:	on: Storefront Window E	/alvation:		\$4,275.00
			!		C
Task 5 - Additional	Task 5 - Additional Investigation: Concrete Crack Evanction) [
C. Kottra	Coordinate concrete coro locations	02/14/24	-	\$330.00	\$330.00
C. Kottra	Evaluation - Field Investigation	02/15/24	-	\$330.00	\$330.00
A. Benussi	Site visit for picture; on concrete	02/28/24	-	\$120.00	\$120.00
	Subtotal Time Charges, Task 5 - Additional Investigation: Concrete Crack Evaluation:	ition: Concrete Crack E	/aluation:		\$780.00

Building Technology Consultants, Inc.

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\$612.50 \$330.00

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02/28/24

02/21/24 02/21/24

Supplemental report, communication, preparation for deposition

Supplemental report update Evaluation - Report Review

K. Farahmandpour

C. Kottra

K. Farahmandpour K. Farahmandpour Subtotal Time Charges, Task 6 - Additional Investigation: Report:

\$6,192.50

\$350.00 \$350.00 \$330.00 \$350.00

\$1,400.00

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				BTC Proje	BTC Project No: 23-807
					Page 4 of 6
	Breakdown of Time Charges (T&M and NTE Tasks Only)	sks Only)			
Employee	Description	Date	Quantify	Rate	Extension
Task 6 - Additional Investigation: Report	stigation: Report	Ĉ			
K. Farahmandpour	Report preparation	02/13/24	ო	\$350.00	\$1,050.00
K. Farahmandpour	Report preparation and discussions with client's attorney, prepare for deposition	02,7,4/24	·Ω	\$350.00	\$1,750.00
K. Farahmandpour	Supplemental rpeort preparation	02/20/24	ო	\$350.00	\$1,050.00

Task 7 - Constructi	Task 7 - Construction Cost Estimate Assistance		:			
C. Kottra	Prepare scope of work	2	02/22/24	3.5	\$330,00	\$1,155.00
C. Kottra	Correspondence with contractors	10	02/23/24	ئ.	\$330,00	\$165.00
C. Kottra	Correspondence with contractors	×	02/26/24	٠ċ	\$330.00	\$165.00
C. Kottra	Correspondence with contractors		02/27/24	ĸi	\$330.00	\$165.00
C. Kottra	Correspondence		02/28/24	.25	\$330.00	\$82.50
	Subtot	al Time Charaes, Task 7	Subtotal Time Charges, Task 7 - Construction Cost Estimate Assistance	Assistance:		S1 732 50

Breakdown of Reimbursable Expenses	Expense Quantily Rate Description Date Extension	l Services Mileage 50 \$.75 2/29/2024 \$37.50
	Phase	Additional Services

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TAKE BY WAS IN TAKEN TOTAL TO THE

Building Technology Consultants, Inc.

Extension \$3,390.00

>120 Days

>90 Days \$3,390.00

>60 Days

>30 Days

Invoice Date

Invoice No.

12964 12999

1/8/202/ 12/7/2023

\$2,505.00

\$2,505.00

Invoice (Continued)

Page 5 of 6 BTC Project No: 23-807

		Breakdow	n of Reimb	akdown of Reimbursable Expenses		
Phase	Expense	Quantity	Rate	Rate Description	Date	Extension
Additional Services	Toll	_	1.00		2/29/2024	\$2.00
Additional Investigation: Roof Insulation Moisture Survey	Mileage	3%	\$.75		2/16/2024	\$27.00
Additional Investigation: Roof Insulation Moisture Survey	Toll	7	1.00		2/16/2024	\$2.00
Additional Investigation: Storefront Window Evaluation	Equipment Mileage	38	\$.85	Ox C	2/14/2024	\$30.60
Additional Investigation: Storefront Window Evaluation	Mileage	36	\$.75	0/2	2/14/2024	\$27.00
Additional Investigation: Storefront Window Evaluation	Toll	2	0:0/		2/14/2024	\$2.00
Additional Investigation: Storefront Window Evaluation	Water Testing Equipment	25	\$100:00		2/14/2024	\$100.00
Additional Investigation: Concrete Crack Evaluation		- C)	1.00	1.00 UCT Group testing services Invoice No. 24014A	2/29/2024	\$7,835.00
	3	, 0.		Total Reimbursable Expenses:		\$8,063.10
	Ŝ	Prior	Outstandi	Prior Outstanding Invoices		

Building Technology Consultants, Inc.

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2425602251 Page: 28 of 36

INOFFICIAL COPY

BTC Project No: 23-807

Invoice (Continued)

Page 6 of 6

\$5,895.00

\$26,743.10

\$32,638.10

Grand Total This Invoice:

Total Prior Outstanding Involces:

Total Amount Due, Inclucing This Invoice:

Comments:

Notes:

Abbreviations:

Please reference this invoice number in your payment. BTC Federal Tax Identification Number: 36-4411406

Any disputes regarding charges in this invoice must be submitted in writing within 2 weeks of receipt of this invoice. Past due invoices are subject to late fees in accordance with our argeement.

NTE=Not-to-Exceed, LS=Lump Sum, Est.=Estim ated, 1&M=Time & Material

Thank you for your prompt payment T Clart's Office

Building Technology Consultants, Inc.

ター・サング POPS TO 2/2 年 田 野野 100 Paris 100 44 Company (100 Paris) 2425602251 Page: 29 of 36

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13132

April 02, 2024 May 02, 2024

Invoice No.: Invoice Date:

Payment Due: BTC Project No.:

23-807

Two North Riverside Plaza Laurie & Brennan, LLP Suite 1750 Invoice to:

Chicago, IL 60606

3637 N. Central, Cons. Srvcs.

Project:

			Invoice summary	mmary	?			
Category	Phase	Budget Fee Type	ee Iype	% Complete to Date	Fas Eatned o Date	Previously Billed	Unbilled Balance	This Billing
Labor	Consulting Services		T&M		\$25,890.00	\$21,272.50	107 - 117	\$4,617.50
	Additional Services		T&M	74				
	Additional		T&M		\$2,145.00	\$2,145.00		
	Investigation: Root Insulation Moisture Survey			0				
	Additional Investigation: Storefront Window Evaluation		7&M	12	\$4,275.00	\$4,275.00		
	Additional Investigation: Concrete Crack Evaluation	0/4	TS.M		\$780.00	\$780.00		
	Additional Investigation: Report	Ś	T&M		\$6,192.50	\$6,192.50		
	Construction Cost Estimate Assistance		1&M		\$2,835.00	\$1,732.50		\$1,102.50
Reimbursable Exp	Consulting Services		T&M		\$115.90	\$51.40		\$64.50
	Additional Services		T&M		\$39.50	\$39.50		

Building Technology Consultants, Inc.

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Page 2 of 4

BTC Project No: 23-807

Invoice (Continued)

			Invoice Summary	ummary		0		
Category	Phase	Budget	Fee Type	% Complete to Date	Fee Earned to Doto	Previously Billed	Unbilled Balance	This Billing
Reimbursable Exp	Additional Investigation: Roof Insulation Moisture Survey		1&M		\$22.0	\$29.00		
	Additional Investigation: Storefront Window Evaluation		T&M	Co	\$159.60	\$159.60		
	Additional Investigation: Concrete Crack Evaluation		1&M	04 C	\$7,835.00	\$7,835.00		
	Construction Cost Estimate Assistance		T&M		\$1,500.00			\$1,500.00
			74		Total	Total This Invoice:		\$7,284.50
	Br	Breakdown ศ	ime Charges	ime Charges (T&M and NTE Tasks Only)	iks Only)			
Employee	Description				Date	Quantify	Rafe	Extension
Task 1 - Consulling Services	sə sə	7						
K. Farahmandpour	Prepare for arbitration				03/05/24	က	\$350.00	\$1,050.00
J. Avalos	Roof Research				03/06/24	3.5	\$125.00	\$437.50

Building Technology Consultants, Inc.

| 1871 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 | 1872 |

\$2,800.00 \$330.00

\$350.00

Φ

03/06/24

Iravel time to and from crbitration, attend arbitraton

K. Farahmandpour

C. Kottra

Roof insulation rocks, ements research

03/06/24

\$330.00

\$4,617.50

Subtotal Time Charges, Task 1 - Consulting Services:

2425602251 Page: 31 of 36

INOFFICIAL

BTC Project No: 23-807

Invoice (Continued)

Page 3 of 4 \$525.00 \$82.50 \$495.00 \$1,102.50 Extension \$350.00 Rate \$330,00 \$330.00 7. 7.5 .25 Quantity Subtotal Time Charges, Task 7 - Construction Cost Estimate Assistance: Date C3/C1/24 O3/O1/24 03/04/24 Breakdown of Time Charges (T&M and NTE Tasks Only) Summary of cost estimates prepared by contractors Call regarding construction joints, pricing follow ups Task 7 - Construction Cost Estimate Assistance Correspondence Description K. Farahmandpour Employee C. Kottra C. Kottra

		Breakdov	Breakdown of Reimbursable Expenses	xpenses			
Phase	Expense	Quantity	Rate Lesc iption	Ē	1	Date	Extension
Consulting Services	Mileage	58	\$75		3/9/2	3/6/2024	\$43.50
Consulting Services	Parking	_	8		3/9/2	3/6/2024	\$19.00
Consulting Services	Toll	-	07.1.00		3/9/2	3/6/2024	\$2.00
Construction Cost Estimate Assistance	<i>(</i>)		1.00		3/1/8	3/7/2024	\$1,500.00
		0/		Total Reimbursable Expenses:	Expenses:		\$1,564.50
		S. Prio	Prior Outstanding Invoices	es			
Invoice No.	Invoice Date	>30 Days	>60 Days	>90 Days	>120 Days		Extension

Building Technology Consultants, Inc.

\$26,743.10 \$32,638.10

Total Prior Outstanding Invoices:

\$3,390.00 \$2,505.00

\$3,390.00

\$2,505.00

\$26,743.10

3/6/2024 1/8/2024

12/7/2023

12964 2999 13088

Invoice (Continued)

BTC Project No: 23-807

Page 4 of 4

\$7,284.50

\$39,922.60

Grand Total This Invoice:

Total Amount Due, Including This It-voice:

Comments:

Notes:

Abbreviations:

Please reference this invoice number in your payment. BIC Federal Tax Identification Number: 36-4411406

Past due invoices are subject to late fees in accordance with our argeement.

Any disputes regarding charges in this involce must be sur mitted in writing within 2 weeks of receipt of this involce.

Thank you for your prompt payment

NTE=Not-to-Exceed, LS=Lump Sum, Est.=Estimated, 7.52,(=Time & Material

Clert's Office Building Technology Consultants, Inc.

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2425602251 Page: 33 of 36

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UCT Group LLC

PO Box 775 Humble, Texas 77347 United States

PH. 832.473.8664

E.: tallen@uctgroup.com



Mr. Christopher Kottra PE, REWC, CCCA ckottra@btc.expert
Principal
Building Technology Consultants, Inc.
1845 East Rand Poad, Suite L-100
Arlington Heights, Illinois 60004

Direct: (847) 454-8818 Cell: (847) 544-8191

INVOICE	
Invoice #	24014A
Invoice	February 26th, 2024
Terms	Upon Rec'd
PO#	P24-392

Job	Ox	Job Address
24014	Corir	g and Laboratory Testing of Concrete Core Samples 3631 N. Central Avenue
	90	Chicago, IL 60634

Description	Qt	Unit Price (\$)	Tax (\$)	Sub Total (\$)
Field Coring	10.00	\$250	0.00	\$1,250.00
Field Travel Expenses	1.00	\$250	0.00	\$250.00
Field Equipment	1.00	\$75	0.00	\$150.00
Lab ASTM C 856	2.00	\$1,525	0.00	\$3,050.00
Lab ASTM C 856-C457	1.00	\$1,785	0.00	\$1,785.00
Lab ASTM C39	6.00	\$150	0.00	\$900.00
Lab Report	1.00	\$450	0.00	\$450.00
		•	Subtotal:	\$7,835.00
			(+)	\$0.00
		İ	Grand	\$7,835.00

Job Notes: Coring and laboratory testing of concrete core samples with reporting.

Invoice Notes: Thank you for your business.

2425602251 Page: 34 of 36

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MARK 1 RESTORATION COMPANY

1021 Maryland Avenue - Dolton, IL 60419-2225 Phone (708) 849-8246 - Fax (708) 849-6861 Exhibi+I

6188-1 INVOICE DATE 3/8/2024

SUBMITTED TO:

Building Technology Consultants

1845 E Rand P.J., Suite L-100

Arlington Heights, IL 60004

Our Project # 6188

3637 N. Central

Chicago, IL

ATTN: Chris Kottra

ORIGINAL CONTRACT	\$1,500.00 PERCENT COMPLETE	100.00%
CHANGE ORDERS	\$0.00 TOTAL WORK COMPLETED TO DATE	\$1,500.00
REVISED CONTRACT AMT	\$1,500 00 LESS WORK PREVIOUSLY BILLED	\$0.00
,	AMOUNT BILLED THIS PERIOD	\$1,500.00
	RETAIN SE PERCENT	0.00%
	LESS RETAINING AMOUNT	\$0.00
TERMS: NET 30 DAYS	NET AMOUNT HIS INVOICE	\$1,500.00
		Offica
	SUBTOTALS	\$1,500.00
	SUBTOTALS SALES TAX	\$1,500.00 \$0.00
		/

Aged Accounts Receivable By Project - Building Technology Consultants, Inc.

As of period 2024-08 aged as of 8/22/2024

3-807 3637 N. Centr		8	8	021 03 16	Over 120	palance
	23-807 3637 N. Central, Cons. Srvcs.					
12669	7/5/2023					
Invoice # 12669						00.0
Invoice 12669						0.00
12742	8/4/2023					
Invoice # 12742					£ 873.90	5,873,90
Receipt # ACH10182023	82023				-5.873.90	-5.873.90
Invoice 12742						000
12964	12/7/2023			7	×	
Invoice # 12964					3,390.00	3.390.00
Invoice 12964)		3,390,00
12999	1/8/2024			(
Invoice # 12999				7	2,505.00	2,505.00
Invoice 12999						2,505.00
13088	3/6/2024		1			•
Invoice # 13088					26,743.10	26,743.10
Invoice 13088						26,743.10
13132	4/2/2024					
Invoice # 13132					7,284.50	7,284.50
Invoice 13132			<i>کہ</i>			7,284.50
Retainer	7/1/2023		ζ,			•
Invoice # Retainer					6,000.00	6,000.00
Receipt # 1497					-6,000.00	-6,000.00
Invoice Retainer		9				0.00
Project 23-807		7			39,922.60	39,922.60
Interest	2,901.48	Ś				
Grand Total					39 927 80	30 000 80
1-4	,				00,346,00	09,326,60

Aged Accounts Receivable By Project - Building Technology Consultants, Inc.

As of period 2024-08 aged as of 8/22/2024

39,922.60					Ċ	2,901.48	Interest
39,922.60	>>:==>:>>						
	39 922 60			·	9		Project 23-807
0.00				7			Invoice Retainer
90.000.9-	-6,000.00			9			Receipt # 1497
6,000.00	6,000.00			7			Invoice # Retainer
						7/1/2023	Retainer
7,284.50	7,284.50		×.	L			Invoice 13132
7,284.5	7,284.50		, ,				Invoice # 13132
\						4/2/2024	13132
26,743.10	26,743.10						Invoice 13088
26,743.10	26,743.10						Invoice # 13088
			/			3/6/2024	13088
2,505.00	2,505.00		9				Invoice 12999
2,505.00	2,505.00)					Invoice # 12999
						1/8/2024	12999
3,390.00	3,390.00)×(Invoice 12964
3,390.00	3,390.00	0					Invoice # 12964
V						12/7/2023	12964
0.00		3					Invoice 12742
-5.873.9	-5,873.90					32023	Receipt # ACH10182023
5,873.90	5,873.90						Invoice # 12742
	C					8/4/2023	12742
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00:00							Invoice # 12669
						7/5/2023	12669
						al, Cons. Srvcs.	23-807 3637 N. Central, Cons. Srvcs.
Balance	Over 120	91 to 120	61 to 90	31 to 60	0 to 30		Invoice