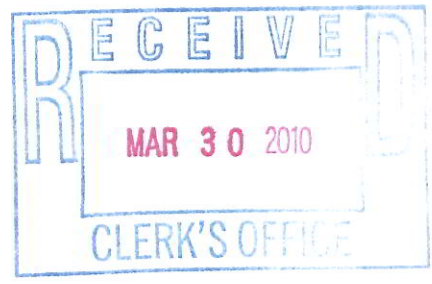


#470

Clerk's Contract and Agreement Cover Page

Year: 2010 **Legistar File ID#:** 2010-0101
Multi Year: **Amount** \$310,123.00

Contract Type: Small Construction/Inst
Contractor's Name: Construction Solutions of IL
Contractor's AKA:
Execution Date: 3/16/2010
Termination Date: 7/15/2010
Renewal Date:
Department: Parks & Building Maintenance
Originating Person: Ellen Baer/Frank Stec
Contract Description: Old Police Department Rehabilitation Project



MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100



VILLAGE HALL

TRUSTEES
Bernard A. Murphy
Kathleen M. Fenton
Brad S. O'Halloran
James V. Dodge
Edward G. Schussler III
Patricia Gira

March 29, 2010

Mr. Peter Schipma
Construction Solutions of Illinois, Inc.
1240 S. Holiday Dr., Unit D
Alsip, Illinois 60803

RE: ***NOTICE TO PROCEED***
Old Police Department Rehabilitation

Dear Mr. Schipma:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, insurance documents and bonds in order for work to commence on the above stated project as of March 29, 2010. Please find enclosed, your bid bond, which is hereby released as we have received the payment and performance bonds.

Please contact Frank Stec at 708-403-6139 to arrange the commencement of the work.

The Village will be processing a Purchase Order for this contract/service and it will be faxed to your company. It is imperative that this number on the Purchase Order be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) original executed contract dated March 16, 2010 in an amount not to exceed Three Hundred Ten Thousand One Hundred Twenty-Three and No/100 (\$310,123.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

Encl:

cc: Ellen Baer
Frank Stec
Barb O'Brien

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher

14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100



VILLAGE HALL

TRUSTEES
Bernard A. Murphy
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Edward G. Schussler III
Patricia Gira

March 16, 2010

Mr. Peter M. Schipma
Construction Solutions of Illinois, Inc.
12540 S. Holiday Drive, Unit D
Alsip, Illinois 60803

NOTICE OF AWARD – Old Police Department Rehabilitation

Dear Mr. Schipma:

This notification is to inform you that on March 1, 2010, the Village of Orland Park Board of Trustees approved awarding Construction Solutions of Illinois, Inc. the contract in accordance with the bid you submitted dated February 16, 2010, for the Old Police Department Rehabilitation for an amount not to exceed Three Hundred Ten Thousand One Hundred Twenty-Three and No/100 (\$310,123.00) Dollars.

In order to begin this project, you must comply with the following within ten business days of the date of this Notice of Award, which is by March 30, 2010.

1. I am attaching the Contract for the Old Police Department Rehabilitation. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the Contract and one original fully executed Contract will be returned to you.
2. Please submit a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements listed and agreed to in the bid at minimum and endorsements for a) the additional insured status, b) the waiver of subrogation for General Liability and c) the waiver of subrogation for Workers Compensation. Please have this faxed to my attention at 708-403-9212 for my review before sending the original.
3. Please submit Performance and Payment Bonds, dated March 16, 2010. Your Bid Bond will be returned upon receipt of the Performance and Payment Bonds.

Deliver this information directly to me, Denise Domalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. The signed Contracts, Insurance Certificate and Endorsements and Payment and Performance Bonds are required to be in place and received at my office prior to the commencement of work on this project. You will be issued a *Notice to Proceed* letter and a purchase order when you are in full compliance with this process. Failure to comply with these conditions within the time specified will entitle the Village to consider your bid abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at ddomalewski@orland-park.il.us.

Sincerely,
Denise Domalewski
Contract Administrator

cc: Ellen Baer
Jan Behounek, Studio GC

VILLAGE OF ORLAND PARK
Old Police Department Rehabilitation
(Contract for Small Construction or Installation Project)

This Contract is made this 16th day of March, 2010 by and between The Village of Orland Park (hereinafter referred to as the "VILLAGE") and Construction Solutions of Illinois, Inc. (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

In consideration of the promises and covenants made herein by the VILLAGE and the CONTRACTOR (hereinafter referred to collectively as the "PARTIES"), the PARTIES agree as follows:

SECTION 1: THE CONTRACT DOCUMENTS: This Contract shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

The Contract

The Terms and General Conditions pertaining to the Contract

The Construction Documents including The Project Manual and Drawings Issued for Bid and Permit dated January 28, 2010 for the Work as described in Section 2 hereunder and including:

- o The Invitation to Bid issued January 28, 2010
- o The Instructions to the Bidders

The Bid Proposal dated February 16, 2010, as it is responsive to the VILLAGE's bid requirements

All Certifications required by the VILLAGE

Certificates of Insurance

Performance and Payment Bonds required by the VILLAGE

SECTION 2: SCOPE OF THE WORK AND PAYMENT: The CONTRACTOR agrees to provide labor, equipment and materials necessary to perform the following:

Masonry tuck-pointing and repair, roofing replacement, exterior railing replacement, aluminum storefront replacement and partial removal and replacement of floor slab and metal deck for exterior entryway of the Old Police Department at 14600 South Ravinia Ave, Orland Park, IL (hereinafter referred to as the "WORK") as further described in the VILLAGE'S Project Manual

(Bid Documents) and the VILLAGE agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amounts for the WORK:

Unit Prices:

Used to make adjustments to the Contract Sum should additional work or less work be required.

| | |
|--------------------------|---------------|
| Masonry Tuckpointing | \$ 15.00/S.F. |
| Masonry Control Joints | \$ 95.00/S.F. |
| Concrete Expansion Joint | \$ 2.00/L.F. |
| PVC Roofing System | \$ 8.00/S.F. |

Total Base Bid Price: \$ 303,723.00

Alternates chosen:

Alternate #1: \$ 2,500.00
Coat entire ramp surface with exterior grade epoxy coating

Alternate #2: \$ 3,900.00
Remove existing W12x22 steel lintel and provide new W12x22 steel lintel inclusive, but not limited to all masonry work and insulation required to complete new work

TOTAL: Three Hundred Ten Thousand One Hundred Twenty-Three and No/100 (\$310,123.00) Dollars

(hereinafter referred to as the "CONTRACT SUM"). The CONTRACT SUM shall not be increased without the express written consent of the VILLAGE.

SECTION 3: ASSIGNMENT: CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK except to the list of Subcontractors approved by the Village, which approval shall not be unreasonably withheld.

SECTION 4: TERM OF THE CONTRACT: The CONTRACTOR shall commence the WORK of this Contract upon receipt of a Notice to Proceed and shall complete performance of the WORK of this Contract by **July 15, 2010** (hereinafter referred to as the "CONTRACT TIME"). Failure to meet the CONTRACT TIME shall be considered an occasion of default under the CONTRACT DOCUMENTS. The CONTRACT TIME shall not be increased without the express written consent of the VILLAGE. Final payment shall be made by the VILLAGE upon inspection of the WORK, completion of any punch list items and after receipt of final release and waiver of liens in accordance with the requirements of the CONTRACT DOCUMENTS. This Contract may be terminated by the VILLAGE for convenience or by either of the PARTIES for default in the performance of the duties of the PARTIES as described in the CONTRACT DOCUMENTS upon thirty (30) day's written notice provided as required herein.

SECTION 5: INDEMNIFICATION AND INSURANCE: The CONTRACTOR shall indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of Subcontractor or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The Subcontractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: CONTRACTOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to all applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*) and the Illinois Prevailing Wage Act (820 ILCS 130/1 *et seq.*)

SECTION 7: FREEDOM OF INFORMATION ACT COMPLIANCE: The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010. This amendment adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village of Orland Park has contracted. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the

request, and there is a significant amount of work required to process a request including collating and reviewing the information.

The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village of Orland Park for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village of Orland Park within two (2) business days of the request being made by the Village of Orland Park. The undersigned agrees to indemnify and hold harmless the Village of Orland Park from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village of Orland Park under this agreement.

SECTION 8: NOTICE: Where notice is required by the CONTRACT DOCUMENTS, it shall be considered received if it is 1) delivered in person, 2) sent by registered United States mail, return receipt requested, 3) delivered by messenger or mail service with a signed receipt, 4) sent by facsimile with an acknowledgment of receipt, or 4) by e-mail with an acknowledgment of receipt only if the PARTIES agree separately to use e-mail for providing notice. Notice shall be sent to the following:

To the VILLAGE:
Denise Domalewski, Contract Administrator
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6173
Facsimile: 708-403-9212
e-mail: ddomalewski@orland-park.il.us

To the CONTRACTOR:
Peter M. Schipma, President
Construction Solutions of IL., Inc.
12540 S. Holiday Dr., Unit D
Alsip, Illinois 60803
Telephone: 708-239-0001
Facsimile: 708-239-0006
e-mail: peterschipma.csil@yahoo.com

or to such other persons or to such other addresses as may be provided by one party to the other party under the requirements of this Section.


SECTION 9: LAW AND VENUE: The law of the State of Illinois shall apply to this Agreement and venue for legal disputes shall be Cook County, Illinois.

SECTION 10: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 11: COUNTERPARTS: This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the PARTIES.

FOR: THE VILLAGE

By: 

Print name: PAUL G. GRIMES

Its: Village Manager

Date: 3/22/10

FOR: THE CONTRACTOR

By: 

Print name: Peter M. Schipani

Its: President

Date: 3-18-10

VILLAGE OF ORLAND PARK

Terms and General Conditions for the Contract between THE VILLAGE OF ORLAND PARK (the “Village”) and CONSTRUCTION SOLUTIONS OF ILLINOIS, INC. (the “Contractor”) for **Old Police Department Rehabilitation** (the “Work”) dated **March 16, 2010** (the “Contract”).

ARTICLE 1: DUTIES OF THE PARTIES

1.1 VILLAGE’S RIGHTS AND DUTIES

- 1.1.1 Upon request of the Contractor the Village shall furnish, with reasonable promptness, information necessary for the performance of the Work of the Contract including, where needed, land surveys showing boundaries, topography, the location of utilities and a legal description of the site where the Work is to be performed.
- 1.1.2 The Village shall furnish access to its buildings and the site of the Work as is necessary for the performance of the Work and shall provide, at its own expense, as needed, temporary or permanent easements, zoning and other requirements including removal of encumbrances on the land needed to permit performance of the Work.
- 1.1.3 The Village shall have the right to stop the Work by a written order should the Contractor fail to correct Work not in accordance with the Contract Documents which will remain in effect until the Work is corrected without giving rise to any duty on the part of the Village to stop the Work for the benefit of the Contractor or any other entity.
- 1.1.4 The Village may, if the Contractor does not correct Work to make it conform to the Contract Documents, or cure a default, with reasonable promptness after receiving a written notice from the Village, correct the default itself and deduct the reasonable cost of the correction or cure from the amounts owed to the Contractor.

1.2 CONTRACTOR’S RIGHTS AND DUTIES

- 1.2.1 The Contractor shall perform the Work in accordance with the Contract Documents.
- 1.2.2 The Contractor shall examine existing conditions and take field measurements to facilitate the performance of the Work and shall report to the Village or, where applicable, to the Architect, any errors, inconsistencies or omissions discovered. Contractor is not required to determine whether the Contract Documents conform to applicable local, state or federal statutes, ordinances, codes, rules or regulations, but where such nonconformity is found, Contractor shall report such to the Village, or where applicable, to the Architect.
- 1.2.3 Contractor shall pay for all material and labor necessary for the performance of the Work and, unless agreed otherwise with the Village in a separate written document, for all utilities required such as light, heat and water.
- 1.2.4 Contractor warrants that the Work shall contain material and equipment of good quality that is new and that the Work and workmanship shall be free from defects for one (1) year after final payment or the length of time guaranteed under the warranty provided by the Contractor, whichever is greater. Where there are deficiencies,

- 1.2.5 Contractor shall work expeditiously to complete the Work by the agreed upon date and, where necessary to accomplish that goal, shall work overtime without additional compensation.
- 1.2.6 Contractor shall seek, obtain and pay for all required building permits, licenses, and governmental inspections of the Work.
- 1.2.7 Contractor shall comply with all local, state and federal statutes, ordinances, codes, rules, regulations and all case law pertaining to the performance of the Work, including but not limited to all of the applicable provisions of the Illinois Prevailing Wage Act (820 ILCS 130/1 *et seq.*) and the Illinois Human Rights Act (775 ILCS 5/1-01 *et seq.*) Neither the Contractor nor its Subcontractors shall engage in any prohibited form of discrimination in employment as defined in the Illinois Human Rights Act. The Contractor shall maintain, and require that its Subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Contractors and all Subcontractors shall comply with all requirements of the Act including maintaining a sexual harassment policy and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Contractors and all Subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under the Contract.
- 1.2.8 Contractor will not be relieved of any obligation to the Village due to failure to examine or receive documents, visit or become familiar with conditions or from facts of which Contractor should have been aware and Village, as existing law may allow, shall reject all claims related thereto.

ARTICLE 2: CONTRACT DOCUMENTS

2.1 The Contract Documents consist of the following items:

- .1 Agreement between the parties
- .2 General Conditions to the Agreement
- .3 Special Conditions to the Agreement, if any
- .4 The Project Manual dated January 28, 2010 which includes
 - Instructions to the Bidders
 - Invitation to Bid
 - Specifications and Drawings, if any
- .5 Accepted Bid Proposal as it conforms to the bid requirements
- .6 Addenda # 1 and #2

- .7 Required Certificates of Insurance
- .8 Required Certifications
- .9 Performance and Payment Bonds if required

ARTICLE 3: PAYMENTS AND COMPLETION

3.1 The Village requires for each Application for Payment, a properly completed Contractor's Affidavit setting out, under oath, the name, address and amount due or to become due, of each subcontractor, vendor, supplier or other appropriate party included in that payment. For every party listed the Contractor shall also provide a full or partial waiver of lien, as appropriate, before a payment will be made to the Contractor. The Contractor's partial or final waiver of lien must be included. Payment certificates shall not be issued by Architect or payment shall not be made by the Village without such mechanics' lien waivers and contractors' sworn statements unless they are conditioned upon receipt of such waivers and statements.

3.2 No certificate shall be issued in favor of the Contractor and no payment will be made by the Village for material not actually installed and built into the Work without written authorization for the Village.

3.3 Upon satisfaction of the terms and conditions of the Contract, the Contractor agrees to provide the Village with a final release and waiver of all liens covering all of the Work performed under the Contract relative to the project prior to issuance of final payment. Said final waiver of lien shall identify and state that all Subcontractors have been paid in full and there are no contract balances outstanding and owed to any Subcontractor.

3.4 All payments shall be made to Contractor by Village pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*)

ARTICLE 4: TAXES

4.1 The Village is a public body and is exempt from excise, sales and use taxes and will furnish Contractor with exemption numbers as required. Contractor shall not include any such taxes in its cost figures.

ARTICLE 5: INSPECTION OF MATERIALS

5.1 The Village shall have a right to inspect any materials or equipment to be used in carrying out this contract. The Contractor shall be responsible for the contracted quality and standards of all materials, equipment, components or completed work finished under this contract up to the time of final acceptance by the Village. Materials, equipment, components or completed work not complying therewith may be rejected by the Village and shall be removed and replaced by the Contractor at no cost to the Village.

ARTICLE 6: ASSIGNMENT

6.1 The Contractor's duties and obligations under the Contract shall not be assigned without the express written consent of the Village.

6.2 Work not performed by the Contractor with its own forces shall be performed by Subcontractors

or Sub-subcontractors. The Contractor shall be responsible for management of the Subcontractors in the performance of their Work.

6.3 The Contractor shall not contract with anyone to whom the Village has a reasonable objection.

6.4 The Contractor shall prepare all Subcontracts and shall have full discretion to negotiate their terms, subject to the Village's reasonable requirements or objections as to form and content.

6.5 By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Village. Each subcontract agreement shall preserve and protect the rights of the Village under the Contract Documents with respect to the work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Village. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

ARTICLE 7: GUARANTEES AND WARRANTIES

7.1 All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Village before final voucher on the contract is issued.

7.2 Contractor shall supply the Village with "as-built" plans prior to the Village making the final payment.

ARTICLE 8: DEFAULT

8.1 If the Contractor fails to begin the work under this contract within the time specified, or fails to perform the Work with sufficient workmen, equipment or materials to insure the completion of said Work within the specified time, or shall perform the work in an unsatisfactory manner, or shall neglect or refuse to remove materials or perform anew such work as shall be rejected as defective or unsuitable by reason of defect in material or workmanship or by reason of noncompliance with the specifications, or shall discontinue the prosecution of the Work, or if the Contractor shall become insolvent or be declared bankrupt, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall fail to carry on the Work in an acceptable manner, the Village shall give notice to the Contractor and his surety in writing specifying such failure, delay, neglect, refusal or default, and if the Contractor, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, then the Village shall have full power and authority to declare the forfeiture of this contract, and to forfeit the rights of the Contractor in this contract.

8.2 Upon declaration of Contractor's default, the Village may, at his option, call upon the surety to complete the Work in accordance with the terms of this contract or may take over the Work, including any materials and equipment on the work site as may be suitable and acceptable to the Village and may complete the Work by or on its own force account, or may enter into a new contract for the completion of the Work, or may use such other methods as shall be required for the completion of the Work in an acceptable manner.

8.3 All costs and charges incurred by the Village, together with the cost of completing the work shall be deducted from any moneys due or which may become due on this contract. In case the expense so incurred by the Village shall be less than the sum which would have been payable under this contract if it had been completed by the Contractor and had not been forfeited by the Village, then the Contractor shall be entitled to receive the difference, and in case such expense shall exceed the sum which would have been payable under this contract, the Contractor and the surety shall be liable and shall pay to the Village the amount of such excess.

ARTICLE 9: DISPUTES AND VENUE

9.1 If an Architect or Engineer has contracted with the Village to administer the Contract between Village and Contractor, disputes shall be handled with the involvement of the Architect or Engineer according to the terms of the contract between the Village and the Architect or Engineer and any reference made herein to "Architect" shall be read as "Engineer" where applicable. In any other case, disputes concerning a question of fact under the contract shall be expressed in writing by the parties and, if within seven (7) days after receipt of such notice the parties have disposed of the dispute by agreement, the dispute, as it was expressed in writing by the parties, shall be subject to mediation under terms agreed to by the parties. Pending final decision of a dispute hereunder, the parties shall proceed diligently with the performance of the contract.

9.2 Any legal action taken by either party shall be decided based upon the laws of the State of Illinois and venue for such disputes shall be Cook County, Illinois.

ARTICLE 10: CONTRACT TIME

10.1 Time is of the essence of the Contract. Village shall not grant, and Contractor shall not seek damages for delays; however, Village shall grant an increase in the Contract Time for delay not caused by Contractor, its Subcontractors or others for whose actions Contractor is liable.

ARTICLE 11: INSURANCE AND INDEMNIFICATION

11.1 Insurance Requirements

11.1.1 The successful bidder shall, within ten (10) business days of said receipt of notice of award of the contract, furnish to the Village a certificate of insurance showing the Village, its trustees, officers, directors, agents, employees, representatives and assigns as additional insureds to the General Liability and Automobile Liability policies by appropriate endorsement. Such coverages shall be placed with a provider acceptable to the Village, which is licensed to do business in the State of Illinois, and that maintains a minimum A. M. Best rating of A VII. The insurance coverages afforded under the Contractor's General Liability insurance policies shall be primary and non-contributory to any insurance carried independently by the Indemnitees. A Waiver of

Subrogation in favor of the Additional Insureds shall apply to General liability and Worker's Compensation. Certificates of insurance must state that the insurer shall provide the Village with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. All required insurance shall be maintained by the contractor in full force and effect during the life of the contract, and until such time as all work has been approved and accepted by the Village. This provision constitutes the Village's continuing demand for such certificates and endorsement(s) or true and correct copies thereof and the obligation to provide such insurance coverage shall be in full force and effect during the life of the contract. Failure of the Village to request such certificates and endorsements shall not relieve the Contractor of these obligations to provide insurance.

The amounts and types of insurance required are:

.1 Worker's Compensation: STATUTORY coverage for all persons whom the Contractor may employ directly or through subcontractors in carrying out the work under this contract. Such insurance shall hold the Village free and harmless of all personal injuries of all persons whom the Contractor may employ directly or through Subcontractors.

.2 Employers Liability: \$500,000 minimum liability.

.3 Comprehensive General Liability; including Bodily Injury and Property Damage.

\$1,000,000 Each Occurrence - Combined Single Limit

\$2,000,000 Aggregate - Completed Operations

\$2,000,000 Each Occurrence - Blanket Contractual Liability

.4 Comprehensive Automobile Liability, Owned, Non-owned and Hired:

\$1,000,000 for Combined Single Limit.

.5 Umbrella/Excess Liability:

\$2,000,000 Each Occurrence

11.1.2 Contractor shall cause each Subcontractor to maintain insurance of the type specified above. When requested by the Village, Contractor shall furnish copies of certificates of insurance evidencing coverage for each Subcontractor.

11.2 Indemnification

11.2.1 The CONTRACTOR shall indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of

patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

11.2.2 The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

ARTICLE 12: PERFORMANCE AND PAYMENT BONDS

12.1 The Contractor shall furnish Performance and Payment Bonds acceptable to the Village in the full amount of the Contract. Bonds shall be from a surety licensed to do business in Illinois and said surety shall have a minimum A.M. Best rating of A-V. Each Bond shall require a time period during which the Bond can be called limited only to the extent required by Illinois law.

ARTICLE 13: EXECUTION OF CONTRACT

13.1 Execution of the Contract between Village and Contractor is contingent upon receipt of required Certificates of Insurance, required signed certifications and required Performance and Payment Bonds.

ARTICLE 14: CHANGES IN THE WORK

14.1 All changes in the Work must be approved by the Village in a written document. Any change order or series of change orders that increase or decrease the Contract Sum by a total of \$10,000 or more or that increase or decrease the Contract Time by thirty (30) days or more must be accompanied by a written determination signed by the Village or its designee finding that the change was not reasonably foreseeable at the time the contract was signed, the change is germane to the Contract or the change is in the best interest of the Village. Any change increasing the original Contract Sum by fifty percent (50%) or more must be re-bid by the Village as required by law.

ARTICLE 15: TERMINATION

15.1 The Village may, at any time, terminate the Contract for the Village's convenience and without cause upon written notice to the Contractor and payment for all Work directed to be performed prior to the effective date of termination along with reasonable overhead and profit.

BIDDER SUMMARY SHEET

OID POLICE DEPT. REHABILITATION
Project Name

IN WITNESS WHEREOF, the parties hereto have executed this Bid as of date shown below.

Firm Name: Construction Solutions of IL, Inc.

Address: 12540 S. Holladay DR., Unit D

City, State, Zip Code: Arling IL 60803

Contact Person: Peter M. Schipma

FEIN # 36-4290174

Phone: (708) 239-0001 Fax: (708) 239-0006

E-mail Address: peterschipma.csi1@yahoo.com

Signature of Authorized Signee: 

Title: PRESIDENT Date: 2-16-10

TOTAL BASE BID PRICE: \$ 303,723.⁰⁰

ALTERNATE BID #1: State the amount to be ADDED to the Base Bid to coat the entire ramp surface with exterior grade epoxy coating.

\$ 2,500.⁰⁰

ALTERNATE BID NO. 2: State the amount to be ADDED to the Base Bid to remove existing W12x22 steel lintel and provide new W12x22 steel lintel inclusive, but not limited to all masonry work and insulation required to complete new work.

\$ 3,900.⁰⁰

ALTERNATE BID NO. 3: State the amount to be ADDED to the base bid to remove and replace existing metal deck, concrete topping and associated items in areas as indicated in the contract documents.

\$ 2,650.⁰⁰

UNIT PRICE BID SHEET

Old Police Dept. Rehabilitation
Project Name

Firm Name: Construction Solutions Of IL. Inc.

Date: 2.16.10

Unit Prices: State the amount (unit price) which shall include all expenses, including overhead and profit, which shall be used to make adjustments to the Contract Sum should additional work or less work be required. The unit prices shall be the same for additional, deducted or omitted units of work. Unit prices shall be established by the Bidder in accordance with Section "Unit Prices".

- A. UNIT PRICE NO. 1 - Masonry Tuckpointing \$ 15.⁰⁰ /S.F.
- B. UNIT PRICE NO. 2 - Masonry Control Joints \$ 95.⁰⁰ /L.F.
- C. UNIT PRICE NO. 3 - Concrete Expansion Joint \$ 2.⁰⁰ /L.F.
- D. UNIT PRICE NO. 3 - PVC Roofing System \$ 8.⁰⁰ /S.F.

BUSINESS ORGANIZATION:

_____ Sole Proprietor: An individual whose signature is affixed to this bid.

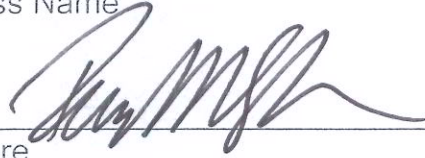
_____ Partnership: Attach sheet and state full names, titles and address of all responsible principals and/or partners. Provide percent of ownership and a copy of partnership agreement.

Corporation: State of incorporation: ILLINOIS
Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Illinois.

In submitting this bid, it is understood that the Village of Orland Park reserves the right to reject any or all bids, to accept an alternate bid, and to waive any informalities in any bid.

In compliance with your Invitation to Bid, and subject to all conditions thereof, the undersigned offers and agrees, if this bid is accepted, to furnish the services as outlined.

Construction Solutions of IL, Inc. (Corporate Seal)
Business Name


Signature

Peter M. Schipma
Print or type name

PRESIDENT
Title

2.16.10
Date

CERTIFICATION OF ELIGIBILITY
TO ENTER INTO PUBLIC CONTRACTS

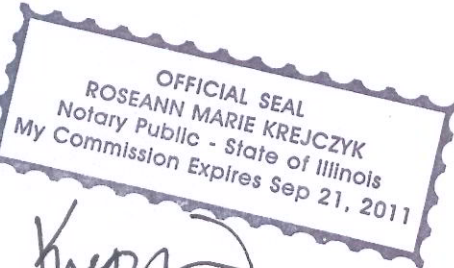
IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

I, PETER M. Schipma, being first duly sworn certify
and say that I am PRESIDENT
(insert "sole owner," "partner," "president," or other proper title)
of CONSTRUCTION SOLUTIONS OF IL INC., the Prime
Contractor submitting this proposal, and that the Prime Contractor 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.



Signature of Person Making Certification

Subscribed and Sworn To
Before Me This 16th Day
of Feb., 2010



Roseann Marie Krejczyk
Notary Public

EQUAL EMPLOYMENT OPPORTUNITY

Section I. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

Section II. In the event of the Contractor'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 (hereinafter referred to as the Department) the Contractor 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.

During the performance of this Agreement, the Contractor agrees:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

B. That, if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

C. That, in 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.

D. That it will 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 Contractor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract.

E. That it will 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.

F. That it will 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.

G. That it will 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 Contractor 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 Contractor 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.

Section III. For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Contractor and any person under which any portion of the Contractor'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 Contractor or other organization and its customers.

ACKNOWLEDGED AND AGREED TO:

BY: Peter M. Schipma

ATTEST: Roseann Marie Key

DATE: 2.16.10

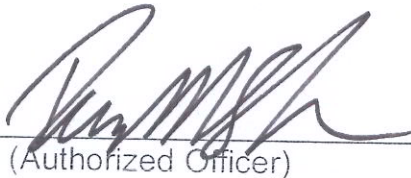


**CERTIFICATION OF COMPLIANCE WITH THE
ILLINOIS PREVAILING WAGE ACT
(820 ILCS 130/0.01, et seq.)**

It is hereby stipulated and certified to the Village of Orland Park, that the undersigned Contractor 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 and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract. The undersigned Contractor further stipulates and certifies that he/she/it has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years. In accordance with Public Act 94-0515, the Contractor will submit to the Village certified payroll records (to include for every worker employed on the project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day) on a monthly basis, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Contractor is aware that knowingly filing false records is a Class B Misdemeanor.

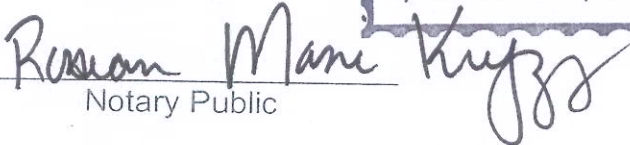
Contractor:

By: _____


(Authorized Officer)

Subscribed and Sworn to
before me this 16th day
of Feb, 2010




Notary Public

VILLAGE OF ORLAND PARK
CONTRACTOR'S CERTIFICATION
SEXUAL HARASSMENT, TAX & SUBSTANCE ABUSE

Peter M. Schipma, having been first duly sworn deposes and states as follows:
(Officer or Owner of Company)

CONSTRUCTION SOLUTIONS OF ILL., having submitted a proposal for:
(Name of Company)

OLD Police Dept. Rehabilitation
(PROJECT)

to the Village of Orland Park, Illinois, hereby certifies that the undersigned Contractor:

1. has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4).
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if:
 - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the approved 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.
3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that ALL EMPLOYEE DRIVERS is/are currently participating (Name of employee/driver or "all employee drivers") in a drug and alcohol testing program pursuant to the aforementioned rules.
- 4A. has in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and has provided a written copy thereof to the Village of Orland Park; or
- 4B. has in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635).

(Check either 4A or 4B, depending upon which certification is correct.)

By: [Signature]
Officer or Owner of Company named above

Subscribed and sworn to
Before me this 16th
Day of Feb., 2010.



Roseann Marie Krejczyk
Notary Public

APPRENTICESHIP AND TRAINING PROGRAM CERTIFICATION

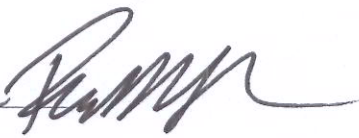
I, Peter M. Schipma, having been first duly sworn depose and state as follows:

I, Peter M. Schipma, am the duly authorized agent for CONSTRUCTION SOLUTIONS OF IL, INC. which has submitted a bid to the Village of Orland Park for

OLD POLICE HQT. REHA-BILTATION and I hereby certify
(Name of Project)

that CONSTRUCTION SOLUTION'S SUBCONTRACTORS
(Name of Company)

participates in apprenticeship and training programs approved and registered with the United States Department of Labor Bureau of Apprenticeship and Training.

By: Peter M. Schipma 

Title: PRESIDENT

Subscribed and Sworn to
Before me this 16th
Day of Feb, 2010

OFFICIAL SEAL
ROSEANN MARIE KREJCZYK
Notary Public - State of Illinois
My Commission Expires Sep 21, 2011

Roseann Marie Krejczyk
Notary Public 

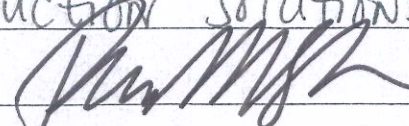
REFERENCES

(Please type)

ORGANIZATION Naperville Library
ADDRESS multiple sites
CITY, STATE, ZIP Naperville IL 60540
PHONE NUMBER PHN ARCHITECTS, ANDREW DOGAN, 630-665-8400
CONTACT PERSON ANDREW DOGAN
DATE OF PROJECT Summer 2009 - completion to be Spring 2010

ORGANIZATION Robinsons : Edison School Additions and Alterations
ADDRESS (2) different schools sites
CITY, STATE, ZIP Lyons IL 60534
PHONE NUMBER Studio GC Architects, 847-952-0545
CONTACT PERSON Patrick Callahan
DATE OF PROJECT Spring 2008

ORGANIZATION Glenbrook schools NORTH : South - Life Safety
ADDRESS NORTH : South High Schools
CITY, STATE, ZIP Glenview, IL 60025
PHONE NUMBER ARCON ASSOCIATES, 630-495-1900
CONTACT PERSON Mike McGuire
DATE OF PROJECT Summer 2009

Bidder's Name: CONSTRUCTION SOLUTIONS OF IL, INC.
Signature & Date:  2.16.10

INSURANCE REQUIREMENTS

Please submit a policy Specimen Certificate of Insurance showing bidder's current coverage's

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident
\$500,000 – Policy Limit
\$500,000 – Each Employee
Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit
Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence
\$2,000,000 – General Aggregate Limit
\$1,000,000 – Personal & Advertising Injury
\$2,000,000 – Products/Completed Operations Aggregate
Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$2,000,000 – Each Occurrence
\$2,000,000 – Aggregate
EXCESS MUST COVER: General Liability, Automobile Liability, Workers Compensation

Any insurance policies providing the coverages required of the Contractor, shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, employees 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." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's. The certificate of insurance shall also state this information on its face. Certificates of insurance must state that the insurer shall provide the Village with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. The words "endeavor to" and ", but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives" must be stricken from all Certificates of Insurance submitted to the Village. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

The bidder agrees that if they are the selected contractor, within ten days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 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 selected bidder and the bid will be awarded to the next lowest bidder or result in creation of a new bid.

ACCEPTED & AGREED THIS 16th DAY OF Feb., 2010

Signature
Peter M. Schipma, Pres.
Printed Name & Title

Authorized to execute agreements for:
CONSTRUCTION SOLUTIONS OF IL INC.
Name of Company



CERTIFICATE OF LIABILITY INSURANCE

CP ID PA
CONST-5

DATE IMMEDIATELY

01/25/10

INSURER

Connor & Gallagher Ins. Serv.
4933 Lincoln Avenue, Suite 5
Lisle, IL 60532
Phone: 630-810-9100 Fax: 630-810-0100

INSURED

Construction Solutions of Illi
12540 South Holiday Drive
Alsip IL 60803

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER
Institute Insurance Company

COVERAGES

| FORM CODE LTR PREFIX | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE IMMEDIATELY | POLICY EXPIRATION DATE IMMEDIATELY | LIMITS |
|-------------------------|--|---------------|--------------------------------------|---------------------------------------|--|
| A | GENERAL LIABILITY X X X X X | CPP2061892 | 05/20/09 | 05/20/10 | 1,000,000 50,000 10,000 1,000,000 2,000,000 2,000,000 |
| A | AUTOMOBILE LIABILITY X X | CA2061893 | 05/20/09 | 05/20/10 | 1,000,000 |
| A | EXCESS UMBRELLA LIABILITY X | CU2061891 | 05/20/09 | 05/20/10 | 5,000,000 5,000,000 |
| A | COMMERCE CREDITORS AND EMPLOYERS LIABILITY X | WC2061890 | 05/20/09 | 05/20/10 | 1,000,000 1,000,000 1,000,000 |

CERTIFICATE HOLDER

HOKENA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL endeavor to MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER (NAMED TO THE LEFT), BUT FAILURE TO DO SO SHALL IMPOSE NO LIABILITY OR OBLIGATION ON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

DOCUMENT 004400 - SUBSTITUTIONS

All bids shall be based upon the Contractor providing materials and equipment as required by the proposed Contract Documents.

Bidders desiring to propose substitutions for acceptable manufacturers, suppliers, materials and/or equipment indicated within the specifications shall list below such proposed substitutions, along with the amount to be added or deducted from the lump sum base bid should the Owner decide to accept such proposed substitutions.

The Owner reserves the right to reject any and all such proposed substitutions.

Proposed substitutions will not be used to determine the low bid.

In order to receive consideration, each proposed substitution shall be accompanied by complete technical data and written description of material or product, including effect on the construction schedule.

Note: Manufacturers, suppliers, materials and/or equipment approved by the Architect prior to the scheduled time for receipt of Bids, but not indicated in Addenda, must be listed below if said change from the specification requirements is to be considered.

| ITEM SPECIFIED | PROPOSED SUBSTITUTION | ADD | DEDUCT |
|----------------|-----------------------|-------|--------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

Name of Bidder: Construction Solutions of IL Inc.

Date: 2-16-10

END OF DOCUMENT 004400

CONSTRUCTION SOLUTIONS OF ILLINOIS, INC.



February 16, 2010

TO: Village of Orland Park

BID FOR: OLD POLICE DEPARTMENT REHABILITATION

Please find attached:

- Copy of Articles of Incorporation
- Bidder's Responsibility Information Sheet
- Resume of Kenneth E. Marlowe
- Three Public building Renovation Project References, (projects over \$500,000)
- Letter from Peter M. Schipma certifying no filings of Bankruptcy
- Letter from Peter M. Schipma certifying no termination of contracts
- Copies of Financial statements from 2008 and 2009
- Letter from our bonding company stating no absence of claims
- List of current references from current and past projects
- AIA Contractors Qualification Statement

Please feel free to call with questions.

Peter M. Schipma

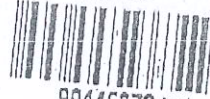
99446873

4917/0018 26 001 Page 1 of 3

1999-05-10 08:51:38

Cook County Recorder 25.50

File Number 6044-835-3



99446873

State of Illinois Office of The Secretary of State

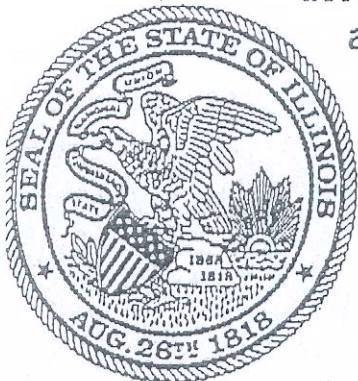
Whereas,

ARTICLES OF INCORPORATION OF
CONSTRUCTION SOLUTIONS OF ILLINOIS, INC.

INCORPORATED UNDER THE LAWS OF THE STATE OF ILLINOIS HAVE BEEN
FILED IN THE OFFICE OF THE SECRETARY OF STATE AS PROVIDED BY THE
BUSINESS CORPORATION ACT OF ILLINOIS, IN FORCE JULY 1, A.D. 1984.

Now Therefore, I, Jesse White, Secretary of State of the State of Illinois, by virtue of the powers vested in me by law, do hereby issue this certificate and attach hereto a copy of the Application of the aforesaid corporation.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, at the City of Springfield, this 15TH day of APRIL A.D. 1999 and of the Independence of the United States the two hundred and 23RD .



Jesse White

Secretary of State

5-4

VILLAGE OF ORLAND PARK
OLD POLICE DEPARTMENT REHABILITATION

PROJ. NO. 09078

BIDDER'S RESPONSIBILITY INFORMATION

Information required to be submitted with bid to facilitate application of Bidder Responsibility Criteria as described in Section 010000 of the Project Manual:

1. Date of establishment of current form of business organization:
APRIL 1999
2. Type of current form of business organization:
GENERAL CONTRACTOR
3. State of registration of current form of business organization:
ILLINOIS
4. Name of bidder's project manager with experience limits set forth in Section 010000 - General Requirements:
KENNETH E. MARLOWE
5. Identification of projects which meet the requirements set forth in Section 010000 - General Requirements. Use Attachment 1 as the form on which to provide this information.
6. Enclose with this form independently prepared financial reports for the two consecutive, most recently available years.
7. Case, caption, number and court for any bankruptcy, receivership or similar proceeding involving the bidder other than solely as a claimant:
N/A
8. List contracts terminated by owner for non-performance within the past five years of this project's bid date, and the name, address and telephone number of Owner's representative under all such contracts:
N/A
9. List contracts on which a claim against the bidder's bond was made within the past five years of this project's bid date, and the name, address and telephone number of owner's representative under all such contracts.
N/A
10. Enclose with this form a list of references and project names of all projects as set forth in Section 010000 - General Requirements. The references must include the names of contact person who are or were officials representing the Owner who are familiar with the Bidder's performance.

Kenneth E. Marlowe

8925 Fairfield Lane, Tinley Park, IL 60477

708-539-3749

Profile

Experienced operations and project manager professional. Experienced in construction management, financial management, staffing, estimating, customer service, administrative management, budgeting and contract negotiations with owners and architects.

Education

**Bachelor of Science, Construction Management
Purdue University, West LaFayette, IN**

1987

Career History

Construction Solutions of Illinois, Inc. , Alsip, IL

2003-Current

Project Manager/ Vice President

- Management
- Site Supervision
- Coordinating subcontractor responsibilities
- Formulate and publish schedules
- Monthly pay requests
- Oversee estimating on all project duties including estimation of all costs of the project, and the project sales
- Provide project management for various commercial and institutional projects
- Budgeting
- Cost analysis and control
- Supervision of on-site superintendents
- Permit procurement
- Ordering of materials
- Contract negotiations
- Scheduling

Project Manager, Stonitsch Construction, Joliet, IL

Project Manager/ Estimator, Alps Construction, Inc., Lockport, IL

Project Manager/ Estimator, M.V. Franks & Associates, Downers Grove, IL

Project Manager, Winterset Construction, Bridgeview, IL

Project Manager, Michuda Construction, Chicago, IL

Completed Projects \$500,000.00:

Field Stevenson & Betsy Ross School Additions

School District No. 91

Value: \$1,440,000.00

Calumet City Public Library Addition & Renovations

Calumet City, Illinois

Value: \$2,260,000

Friendship and Holmes School Upgrades

School District No. 59

Value: \$1,065,000.00

Palatine Public Library Renovations

Palatine, Illinois

Value: \$648,000

Central School Renovations

Lemont-Bromberek School District No. 113A

Value: \$1,580,000.00

N.E.I.U. Recreation Facility

N.E.I.U.

Value: \$10,000,000.00

Arlington Heights 2006 Summer Work

School District 25

Value: \$1,280,000.00

Pulman Library Historic Renovation

City of Chicago

Value: \$3,000,000.00

VILLAGE OF ORLAND PARK
OLD POLICE DEPARTMENT REHABILITATION

PROJ. NO. 09078

**THIS FORM MUST BE SUBMITTED WITH BID
ATTACHMENT 1 TO BIDDER'S RESPONSIBILITY INFORMATION**

Identification of projects which meet the requirements set forth in Section 010000 - General Requirements. Fill out one sheet for each project. Duplicate as necessary.

- 1. Name of Project Cal City Library Renovations
- 2. Contract price as bid: \$ 2,260,000
- 3. Final contract price: \$ 2,260,000
- 4. Contract start date: Summer 2008
- 5. Contract completion date: Fall 2009
- 6. Date of Substantial Completion: Fall 2009
- 7. Date of Final Completion: Fall 2009

8. Identification of change orders which increased contract price or completion date which were due to the material fault of the Bidder.

N/A

9. Identification of any litigation, mediation or arbitration in which the bidder is or was a party, including the case caption, number and court, mediator or arbitrator and reasons for bidder's involvement:

N/A

10. Identification of claims on the Bidder's bond by owner, subcontractor or others which were due to the material fault of the Bidder.

N/A

11. Identification of mechanic's liens filed against the owner and reasons for liens:

N/A

VILLAGE OF ORLAND PARK
OLD POLICE DEPARTMENT REHABILITATION

PROJ. NO. 09078

12. Name, address and telephone number of owner's representative:

Ron Detella of Detella, Planners & Planners
Olympian Field IL
708-747-3600

THIS FORM MUST BE SUBMITTED WITH BID

VILLAGE OF ORLAND PARK
OLD POLICE DEPARTMENT REHABILITATION

PROJ. NO. 09078

**THIS FORM MUST BE SUBMITTED WITH BID
ATTACHMENT I TO BIDDER'S RESPONSIBILITY INFORMATION**

Identification of projects which meet the requirements set forth in Section 010000 - General Requirements. Fill out one sheet for each project. Duplicate as necessary.

- 1. Name of Project Friendship : Holmes School upgrades
- 2. Contract price as bid: \$ 1,065,000
- 3. Final contract price: \$ 1,065,000
- 4. Contract start date: Summer 05
- 5. Contract completion date: Summer 05
- 6. Date of Substantial Completion: Summer 05
- 7. Date of Final Completion: Summer 05

8. Identification of change orders which increased contract price or completion date which where due to the material fault of the Bidder.

N/A

9. Identification of any litigation, mediation or arbitration in which the bidder is or was a party, including the case caption, number and court, mediator or arbitrator and reasons for bidder's involvement:

N/A

10. Identification of claims on the Bidder's bond by owner, subcontractor or others which where due to the material fault of the Bidder.

N/A

11. Identification of mechanic's liens filed against the owner and reasons for liens:

N/A

VILLAGE OF ORLAND PARK
OLD POLICE DEPARTMENT REHABILITATION

PROJ. NO. 09078

12. Name, address and telephone number of owner's representative:

Paul Pisetti of Legat architects
Oak Brook, IL
630. 990-3535

THIS FORM MUST BE SUBMITTED WITH BID

VILLAGE OF ORLAND PARK
OLD POLICE DEPARTMENT REHABILITATION

PROJ. NO. 09078

THIS FORM MUST BE SUBMITTED WITH BID
ATTACHMENT I TO BIDDER'S RESPONSIBILITY INFORMATION

Identification of projects which meet the requirements set forth in Section 010000 - General Requirements. Fill out one sheet for each project. Duplicate as necessary.

- 1. Name of Project Palatine Public Library Renovations
- 2. Contract price as bid: \$ 648,000
- 3. Final contract price: \$ 648,000
- 4. Contract start date: Spring 2009
- 5. Contract completion date: Winter 2009
- 6. Date of Substantial Completion: Winter 2009
- 7. Date of Final Completion: Winter 2009

8. Identification of change orders which increased contract price or completion date which were due to the material fault of the Bidder.

N/A

9. Identification of any litigation, mediation or arbitration in which the bidder is or was a party, including the case caption, number and court, mediator or arbitrator and reasons for bidder's involvement:

N/A

10. Identification of claims on the Bidder's bond by owner, subcontractor or others which were due to the material fault of the Bidder.

N/A

11. Identification of mechanic's liens filed against the owner and reasons for liens:

N/A

VILLAGE OF ORLAND PARK
OLD POLICE DEPARTMENT REHABILITATION

PROJ. NO. 09078

12. Name, address and telephone number of owner's representative:

Ms. Martha Bill of Tilton, Kelly : Bell
Chicago IL
312-447-3100

THIS FORM MUST BE SUBMITTED WITH BID

CONSTRUCTION SOLUTIONS OF ILLINOIS, INC.

February 16, 2010

TO: Village of Orland Park

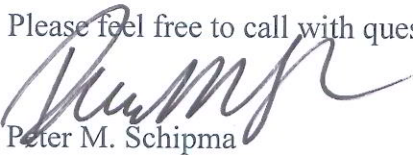
BID FOR: OLD POLICE DEPARTMENT REHABILITATION

To Whom It May Concern:

Please be advised that Construction Solutions of Illinois, Inc. has had no filings for protection from creditors under federal bankruptcy laws and/or placement under receivership or similar restrictions in the last five years.


Construction Solutions has not had any contracts terminated by Owner for non-performance.

Please feel free to call with questions.



Peter M. Schipma

Subscribed and sworn to me this 16th day of February, 2010.


Notary Public.



Construction Solutions of Illinois, Inc.

Financial Statements

For the nine months ended

September 30, 2009

William Funk and Associates, LTD.
3333 West 111th Street*Chicago, Illinois 60655* 773-239-3865

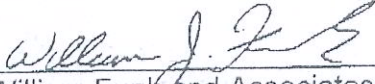
To the Stockholders of:
Construction Solutions of Illinois, Inc.
12540 South Holliday Drive
Alsip, Illinois 60803

We have reviewed the accompanying balance sheet of Construction Solutions of Illinois, Inc. as of September 30, 2009 and the related statements of income and expenses and statement of cash flow for the nine months ended September 30, 2009 in accordance with the Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. All information included in these statements is the representation of the management of Construction Solutions of Illinois, Inc.

A review consists principally of inquiries of company personnel and analytical procedures applied to financial data. It is substantially less in scope than an audit in accordance with generally accepted auditing standards, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with generally accepted principles.

Our review was made for the purpose of expressing limited assurance that there are no modifications that should be made to the financial statements in order for them to be in conformity with generally accepted accounting principles. The information included in the supplemental information section is presented only for supplementary analysis purposes and has not been subjected to the inquiry and analytical procedures applied in the review of the basic financial statements but were compiled from information that is the representation of management, without audit or review. Accordingly, we do not express an opinion or any other form of assurance on such information.



William Funk and Associates, Ltd.
William Funk, CPA

November 27, 2009

Construction Solutions of Illinois, Inc.

Balance Sheet

For the nine months ended September 30, 2009

| <u>Assets:</u> | <u>09-30-2009</u> | <u>12-31-2008</u> |
|--|---------------------|---------------------|
| Current assets: | | |
| Cash | \$ 1,471,579 | \$ 642,405 |
| Contract Receivables | 3,195,440 | 2,837,299 |
| Bid Deposits | 1,700 | 960 |
| Excess Costs | 7,449 | 0 |
| Prepaid Expenses | 12,000 | 0 |
| Total current assets | <u>4,688,168</u> | <u>3,480,664</u> |
| Equipment and leasehold improvements: | | |
| Transportation equipment | 138,011 | 138,011 |
| Office Equipment and Leasehold Improvements | 27,484 | 25,774 |
| less: accumulated depreciation | <u>(99,184)</u> | <u>(94,525)</u> |
| Net equipment and leasehold depreciation | 66,311 | 69,260 |
| Other assets: | | |
| Due from stockholders | 8,000 | 88,000 |
| Total other assets | <u>8,000</u> | <u>88,000</u> |
| Total Assets | <u>\$ 4,762,479</u> | <u>\$ 3,637,924</u> |

(2)

See accountants report and notes to the financial Statements

Construction Solutions of Illinois, Inc.

Balance Sheet

For the nine months ended September 30, 2009

| | <u>09-30-2009</u> | <u>12-31-2008</u> |
|---|---------------------|---------------------|
| <u>Liabilities and Stockholders Equity</u> | | |
| Current liabilities: | | |
| Accounts payable | \$ 4,071,849 | \$ 2,846,726 |
| Accrued expenses | 9,797 | 4,402 |
| Excess Billing | 16,817 | 153,347 |
| Total current liabilities | 4,098,463 | 3,004,475 |
| Long-Term Debt | | |
| Note payable, less current portion | 0 | 0 |
| Total Liabilities | 4,098,463 | 3,004,475 |
| Shareholders equity: | | |
| Common Stock, no par value, 1,000 shares authorized, 1,000 issued and authorized | 1,000 | 1,000 |
| Retained earnings | 663,016 | 632,449 |
| Total stockholders equity | 664,016 | 633,449 |
| Total liabilities and stockholders equity | \$ <u>4,762,479</u> | \$ <u>3,637,924</u> |

(3)

See accountants report and notes to the financial Statements

Construction Solutions of Illinois, Inc.
Statement of Revenues and Expenses
For the nine months ended September 30, 2009

| | <u>09-30-2009</u> | <u>12-31-2008</u> |
|-------------------------------------|-------------------|-------------------|
| Contract revenues earned | \$ 11,996,276 | \$ 15,022,690 |
| Cost of contract revenues earned | <u>10,971,418</u> | <u>13,560,190</u> |
| Gross Profit | 1,024,858 | 1,462,500 |
| General and administrative expenses | <u>994,075</u> | <u>1,464,608</u> |
| Income from operations | 30,783 | (2,108) |
| Interest income | 5,178 | 24,457 |
| Miscellaneous income | 0 | 0 |
| Corporate income tax | 5,394 | 4,402 |
| Total other income and expenses | <u>(216)</u> | <u>20,055</u> |
| Net Income | <u>\$ 30,567</u> | <u>\$ 17,947</u> |

Construction Solutions of Illinois, Inc.

Statement of Stockholders Equity

For the nine months ended September 30, 2009

| | Common Stock | | Additional | Retained |
|------------------------------|--------------|-----------------|-------------|-------------------|
| | Shares | Amount | Paid in | Earnings |
| | | | Capital | |
| Balance at beginning of year | 1000 | \$ 1,000 | 0.00 | \$ 632,449 |
| Net Income | | | | 30,567 |
| Balance at end of year | <u>1000</u> | <u>\$ 1,000</u> | <u>0.00</u> | <u>\$ 663,016</u> |

Construction Solutions of Illinois, Inc.

Statement of Cash Flow

For the nine months ended September 30, 2009

| | <u>09-30-2009</u> | <u>12-31-2008</u> |
|---|---------------------|-------------------|
| Cash flows from operating activities: | | |
| Net Income | \$ 30,567 | \$ 17,947 |
| Adjustments to reconcile net income to net cash used by operating activities: | | |
| Depreciation | 4,659 | 6,211 |
| (Increase) decrease in: | | |
| Accounts receivable | (637,230) | (51,250) |
| Bid deposits | (740) | (198) |
| Prepaid expenses | (12,000) | 5,388 |
| (Decrease) increase in: | | |
| Accounts payable | 1,504,212 | (232,378) |
| Accrued expenses | 5,394 | (14,059) |
| Excess costs | (7,449) | 29,450 |
| Excess billing | (136,530) | 106,667 |
| | <hr/> | <hr/> |
| Net cash provided/used by operating activities | 750,883 | (132,222) |
| Cash flows from investing activities: | | |
| Office equipment | (1,710) | (17,669) |
| Transportation equipment | 0 | (8,522) |
| Loans to stockholders | 80,000 | (80,000) |
| | <hr/> | <hr/> |
| Net cash provided/used by investing activities | 78,290 | (106,191) |
| Cash flows from financing activities: | | |
| Loan-Harris Bank | <hr/> 0 | <hr/> 0 |
| Net cash provided/used by financing activities | 0 | 0 |
| Net increase/(decrease) in cash | 829,174 | (238,413) |
| Cash at beginning of year | <u>642,405</u> | <u>880,818</u> |
| Cash at end of period | \$ <u>1,471,579</u> | \$ <u>642,405</u> |

Notes to the Financial Statements
For the nine months ended September 30, 2009

Note 1. Summary of significant accounting policies:

Business activity

Construction Solutions of Illinois, Inc. (The Company) operates in the construction industry as a commercial/municipal general contractor in the greater Chicago land area. The company subcontracts out all work except project supervision.

Basis of accounting

Income and expenses are reported under the percentage of completion method based upon units completed. Contract costs include all direct material and subcontract costs. Selling, general and administrative costs are charged to expenses as incurred.

The amount of revenues recognized at statement date is the portion of the total contract price that the cost expended to date bears to the anticipated final total cost based on current estimates of cost to complete. It is not related to the progress billing to customers.

As long-term contracts extend over one or more reporting years, revisions in estimates of cost and earnings during the course of the work are reflected in the accounting period in which the facts which require the revision become known.

At the time a loss on a contract becomes known, the entire amount of the estimated ultimate loss is recognized in the financial statements.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles require to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Related party transactions

The corporation has entered into a lease for the office property located at 12540 S. Holiday Drive, Alsip, Illinois with Peter Schipma. The monthly rental amount of \$ 6,000.00 is deemed reasonable for that area.

Notes to the Financial Statements
For the nine months ended September 30, 2009

Note 2. Other Current Assets

Other current assets consist of the following:

| | |
|----------------------------|-----------------|
| Bid Deposits | \$ 1,700.00 |
| Excess costs | <u>7,449.00</u> |
| Total Other Current Assets | \$ 9,149.00 |

Fixed Assets

Fixed assets are carried on the books at cost. Depreciation of fixed assets is provided using the modified accelerated and straight line methods.

Bad Debts

The company writes-off debts as soon as the debt is determined to be uncollectible. Management has determined that an allowance for doubtful accounts is not necessary.

Note 5. Stockholders Equity

The company has authorized 1,000 shares of no par value common stock. As of September 30, 2009 1,000 shares were outstanding and were owned by Peter Schipma.

Note 6. Long-term Debt

Construction Solutions of Illinois, Inc. has a line of credit with Old Plank Trail Community Bank in the amount of \$ 750,000.00. As of September 30, 2009 the available amount is \$750,000.00.

Note 7. Loans to Stockholders

On February 2, 2009 the Loans to Stockholders was reduced by \$ 80,000.00. The current balance is now at \$ 8,000.00.

Construction Solutions of Illinois, Inc.
Schedule of General and Administrative Expenses
For the nine months ended September 30, 2009

| | <u>09-30-2009</u> | <u>12-31-2008</u> |
|---|-------------------|---------------------|
| Accounting | \$ 4,078 | \$ 5,990 |
| Advertising | 18,135 | 0 |
| Bank charges | 3,575 | 119 |
| Cable & Internet Fees | 675 | 599 |
| Truck and auto | 39,021 | 84,630 |
| Depreciation | 4,659 | 6,211 |
| Donations | 450 | 6,513 |
| Dues and subscriptions | 3,787 | 3,714 |
| Entertainment | 8,481 | 11,699 |
| Insurance | 137,974 | 165,801 |
| Interest expense | 1,015 | 0 |
| Legal expense | 25,751 | 10,826 |
| Miscellaneous expense | 1,124 | 15,107 |
| Office expense | 16,777 | 27,054 |
| Parking and Tolls | 2,864 | 4,916 |
| Payroll expenses | 604,387 | 932,606 |
| Plan deposits | 1,817 | 871 |
| Plan reproduction | 24,916 | 31,713 |
| Postage | 23,031 | 38,017 |
| Rent expense | 54,000 | 72,000 |
| Repairs | 651 | 18,323 |
| Taxes-Miscellaneous | 337 | 9,335 |
| Telephone | 12,684 | 14,552 |
| Utilities | 3,886 | 4,012 |
| | <hr/> | <hr/> |
| Total general and administrative expenses | \$ <u>994,075</u> | \$ <u>1,464,608</u> |

Construction Solutions of Illinois, Inc.
 Schedule of Contracts Completed
 For the nine months ended September 30, 2009

| Job Description | Total Contract | | | From Inception to September 30, 2009 | | | At September 30, 2009 | | | For Period Ended September 30, 2009 | | |
|-----------------------|--|---------------------------------------|--|--|------------------------------|---------------------------------------|--------------------------------------|-------------------------------------|--------------------|-------------------------------------|--|--|
| | Contract Price Inst. Change Orders | Contract Est. Total Direct Cost | Est. Gross Profit/Loss @% Completion | Total Annual Billed to Date and Retainage | Total Direct Cost to Date | Total Gross Profit/Loss to Date | Order & Est. Excess in Billing | Estimate & Estimated Earnings | Revenues Earned | Cost of Revenues | Gross Profit (Less) Net TRP Paid | |
| Cadaveri Library | 2,257,585.00 | 2,077,895.00 | 180,000.00 | 2,257,585.00 | 2,077,895.00 | 180,000.00 | | 1,309,457.30 | 1,192,057.30 | 117,420.00 | | |
| Hendricks-2004 | 1,969,018.82 | 1,975,018.82 | 94,000.00 | 1,969,018.82 | 1,975,018.82 | 94,000.00 | | 349,774.82 | 333,774.82 | 16,000.00 | | |
| Chenoweth FireStation | 2,483,644.85 | 2,283,644.85 | 200,000.00 | 2,483,644.85 | 2,283,644.85 | 200,000.00 | | 1,835,982.48 | 1,658,982.48 | 178,000.00 | | |
| Elimwood 2nd Job | 70,895.00 | 52,536.88 | 18,358.12 | 70,895.00 | 52,536.88 | 18,358.12 | | 70,895.00 | 52,536.88 | 18,358.12 | | |
| BAVY-Miscellaneous-1 | 6,417.00 | 5,777.00 | 640.00 | 6,417.00 | 5,777.00 | 640.00 | | 6,417.00 | 5,777.00 | 640.00 | | |
| College of DuPage-HV | 237,723.00 | 207,873.00 | 29,850.00 | 237,723.00 | 207,873.00 | 29,850.00 | | 237,723.00 | 207,873.00 | 29,850.00 | | |
| Shanklin Stone 001 | 15,125.00 | 11,801.32 | 4,323.68 | 15,125.00 | 11,801.32 | 4,323.68 | | 15,125.00 | 11,801.32 | 3,323.68 | | |
| Chenbrook Schools | 789,377.00 | 729,127.00 | 60,250.00 | 789,377.00 | 729,127.00 | 60,250.00 | | 789,377.00 | 729,127.00 | 60,250.00 | | |
| Sanford District 83 | 766,193.63 | 693,893.63 | 72,300.00 | 766,193.63 | 693,893.63 | 72,300.00 | | 766,193.63 | 693,893.63 | 72,300.00 | | |
| Harvey Food Assist | 6,400.00 | 4,000.00 | 2,400.00 | 6,400.00 | 4,000.00 | 2,400.00 | | 6,400.00 | 4,000.00 | 2,400.00 | | |
| AWCO Center | 231,827.00 | 209,327.00 | 22,500.00 | 231,827.00 | 209,327.00 | 22,500.00 | | 231,827.00 | 209,327.00 | 22,500.00 | | |
| | B 835,306.31 | 815,048.51 | 694,621.80 | B 835,306.31 | 815,048.51 | 694,621.80 | | 5,621,172.23 | 5,129,130.43 | 492,041.80 | | |

(10)

See accountants report and notes to the financial Statements

Construction Solutions of Illinois, Inc.
 Contracts in Progress
 For the nine months ended September 30, 2009

| Job Description | Total Contract | | Total Amount | | At September 30, 2009 | | For the nine months ended September 30, 2009 | | |
|------------------------|----------------|--------------|-----------------|-----------------------|--|--|--|-----------------|------------------------------|
| | Contract Price | Direct | Entered to Date | Total Entered to Date | Cost & Est Earnings in Excess of Billing | Billed in Excess of Estimated Earnings | Revenues Earned | Cost of Remains | Gross Profit (Loss) Receipts |
| Northbrook Public Wks | 2,520,389.62 | 2,290,389.62 | 448,797.22 | 2,084,284.55 | 2,290,658.62 | 206,134.07 | 1,370,967.75 | 1,273,809.55 | 97,058.20 |
| Palatine Library | 635,938.00 | 594,438.00 | 421,881.31 | 403,262.22 | 437,185.00 | 181,175.76 | 438,797.22 | 403,262.22 | 35,535.00 |
| Arthington Heights | 434,723.00 | 401,223.00 | 280,847.34 | 389,188.31 | 420,273.00 | 12,036.69 | 421,881.31 | 389,188.31 | 32,693.00 |
| Thornton Township | 304,514.00 | 486,027.00 | 1,553,401.66 | 1,553,064.68 | 279,829.00 | 203,051.88 | 280,847.84 | 280,975.12 | 19,872.72 |
| Kornick Schools | 1,693,287.00 | 1,597,617.00 | 205,949.01 | 193,334.01 | 1,564,587.00 | 31,952.34 | 1,859,401.66 | 1,565,684.66 | 293,717.00 |
| Pleasantdale | 236,723.00 | 222,223.00 | 205,949.01 | 895,127.69 | 205,823.00 | 28,838.99 | 203,949.01 | 193,334.01 | 9,615.00 |
| Palatine Curbin Nat | 1,691,879.00 | 1,454,029.00 | 246,213.66 | 227,311.68 | 1,017,884.00 | 565,901.31 | 203,949.01 | 193,334.01 | 120,518.50 |
| Notel Jr. College | 586,223.00 | 541,223.00 | 458,352.38 | 480,535.18 | 244,859.00 | 313,969.34 | 458,352.38 | 246,333.66 | 211,985.00 |
| Hinsdale Madole School | 694,473.00 | 622,023.00 | 249,943.88 | 223,563.98 | 456,433.00 | 211,487.82 | 458,352.38 | 410,535.18 | 47,817.00 |
| Naperville Library | 1,135,109.00 | 1,016,109.00 | 0.00 | 160.00 | 252,394.00 | 792,365.02 | 0.00 | 249,943.98 | 26,400.00 |
| Park Forest Library | 0.00 | 150.00 | 0.00 | 160.00 | 6.00 | 0.00 | 0.00 | 150.00 | (150.00) |
| Chilier of Downers | 0.00 | 306.02 | 0.00 | 305.03 | 0.00 | 0.00 | 0.00 | 305.02 | (305.02) |

| | | | | | | | | | | | | |
|---------------|--------------|------------|--------------|--------------|------------|--------------|--------------|----------|-----------|--------------|--------------|------------|
| 10,101,290.62 | 9,192,756.64 | 908,481.98 | 7,288,487.60 | 6,643,652.41 | 624,835.20 | 7,277,855.62 | 2,549,104.24 | 7,449.22 | 16,817.24 | 6,245,900.81 | 5,833,307.40 | 512,593.40 |
|---------------|--------------|------------|--------------|--------------|------------|--------------|--------------|----------|-----------|--------------|--------------|------------|

(11)

See accountants report and notes to the financial Statements

Construction Solutions of Illinois, Inc.
Schedule of Accounts Receivable

For the nine months ended September 30, 2009

| | Current | 31-60 | 61-90 | Over 90 |
|--------------------------|---------|---------|---------|---------|
| Alsip Park District | 31,944 | | | 31,944 |
| Butler Brook | 141,285 | | | 141,285 |
| Downers Grove | 102,242 | | | 102,242 |
| Lemont Maintenance | 4,438 | | | 4,438 |
| First United Church | 5,660 | | | 5,660 |
| Lemont Water | 39,252 | | | 39,252 |
| Elmwood Park High School | 64,966 | | | 64,966 |
| Schaumburg Schools | 169,333 | | | 169,333 |
| Calumet Library | 109,626 | 109,626 | | |
| Hinsdale-2008 | 340,092 | 340,092 | | |
| Glenview Fire Station | 248,365 | | 248,365 | |
| College of Dupage | 14,250 | | 14,250 | |
| Glenbrook School | 76,108 | | 76,108 | |
| School District 93 | 201,935 | 201,935 | | |
| Avon Center | 37,882 | 37,882 | | |
| Palatine Library | 221,072 | 221,072 | | |
| Arlington Heights | 66,178 | | 66,178 | |
| Thornton Township | 45,509 | 45,509 | | |
| Komerek School | 352,666 | 352,666 | | |
| Pleasantdale | 19,682 | 19,682 | | |
| Palatine Curtin Wall | 175,600 | 175,600 | | |
| Joliet Jr. College | 246,214 | 246,214 | | |
| Hinsdale Middle School | 458,351 | 458,351 | | |
| Naperville Library | 22,790 | 22,790 | | |

Totals \$ 3,195,440 2,231,419 404,901 0 559,120

(12)

See accountants report and notes to the financial Statements

Construction Solutions of Illinois, Inc.
Schedule of Additional Revenues and Costs
For the nine months ended September 30, 2009

| <u>Job Description:</u> | <u>Additional Revenues</u> | <u>Additional Costs</u> | <u>Additional Profit/Loss</u> |
|-------------------------|--------------------------------|-----------------------------|-----------------------------------|
| Lincoln Middle School | 1,284.00 | | 1,284.00 |
| Wentworth Jr. High | 9,164.00 | | 9,164.00 |
| RISE | 12,092.77 | | 12,092.77 |
| Libertyville | | 376.07 | (376.07) |
| Lake Park | | 745.06 | (745.06) |
| Ellis Middle School | 374.64 | | 374.64 |
| North Palos | 5,173.14 | | 5,173.14 |
| Homer School | | 7,859.05 | (7,859.05) |
| Prarie State MIS | 482.86 | | 482.86 |
| Robinson Edison | 631.84 | | 631.84 |
| | | | |
| Totals | \$ <u>29,203.25</u> | <u>8,980.18</u> | \$ <u>20,223.07</u> |

Construction Solutions of Illinois, Inc.

Financial Statements

For the three months ended

March 31, 2009

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William Funk and Associates, LTD.

3333 West 111th Street*Chicago, Illinois 60655* 773-239-3865


To the Stockholders of:
Construction Solutions of Illinois, Inc.
12540 South Holliday Drive
Alsip, Illinois 60803

We have reviewed the accompanying balance sheet of Construction Solutions of Illinois, Inc. as of March 31, 2009 and the related statements of income and expenses and statement of cash flow for the three months ended March 31, 2009 in accordance with the Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. All information included in these statements is the representation of the management of Construction Solutions of Illinois, Inc.

A review consists principally of inquiries of company personnel and analytical procedures applied to financial data. It is substantially less in scope than an audit in accordance with generally accepted auditing standards, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with generally accepted principles.

Our review was made for the purpose of expressing limited assurance that there are no modifications that should be made to the financial statements in order for them to be in conformity with generally accepted accounting principles. The information included in the supplemental information section is presented only for supplementary analysis purposes and has not been subjected to the inquiry and analytical procedures applied in the review of the basic financial statements but were compiled from information that is the representation of management, without audit or review. Accordingly, we do not express an opinion or any other form of assurance on such information.



William Funk and Associates, Ltd.
William Funk, CPA

June 25, 2009

Construction Solutions of Illinois, Inc.

Balance Sheet

For the three months ended March 31, 2009

| <u>Assets:</u> | <u>03-31-2009</u> | <u>12-31-2008</u> |
|--|----------------------------|----------------------------|
| Current assets: | | |
| Cash | \$ 999,863 | \$ 642,405 |
| Contract Receivables | 2,693,350 | 2,837,299 |
| Bid Deposits | 960 | 960 |
| Excess Costs | 8,512 | 0 |
| Prepaid Expenses | 0 | 0 |
| | <hr/> | <hr/> |
| Total current assets | 3,702,685 | 3,480,664 |
| Equipment and leasehold improvements: | | |
| Transportation equipment | 138,011 | 138,011 |
| Office Equipment and Leasehold Improvements | 25,774 | 25,774 |
| less: accumulated depreciation | (96,078) | (94,525) |
| | <hr/> | <hr/> |
| Net equipment and leasehold depreciation | 67,707 | 69,260 |
| Other assets: | | |
| Due from stockholders | 8,000 | 88,000 |
| | <hr/> | <hr/> |
| Total other assets | 8,000 | 88,000 |
| Total Assets | \$ <u>3,778,392</u> | \$ <u>3,637,924</u> |

Construction Solutions of Illinois, Inc.

Balance Sheet

For the three months ended March 31, 2009

| <u>Liabilities and Stockholders Equity</u> | <u>03-31-2009</u> | <u>12-31-2008</u> |
|---|---------------------|---------------------|
| Current liabilities: | | |
| Accounts payable | \$ 3,145,898 | \$ 2,846,726 |
| Accrued expenses | 3,850 | 4,402 |
| Excess Billing | 15,788 | 153,347 |
| Total current liabilities | 3,165,536 | 3,004,475 |
| Long-Term Debt | | |
| Note payable, less current portion | 0 | 0 |
| Total Liabilities | 3,165,536 | 3,004,475 |
| Stockholders equity: | | |
| Common Stock, no par value, 1,000 shares authorized, 1,000 issued and authorized | 1,000 | 1,000 |
| Retained earnings | 611,856 | 632,449 |
| Total stockholders equity | 612,856 | 633,449 |
| Total liabilities and stockholders equity | \$ 3,778,392 | \$ 3,637,924 |

Construction Solutions of Illinois, Inc.

Statement of Revenues and Expenses

For the three months ended March 31, 2009

| | <u>03-31-2009</u> | <u>12-31-2008</u> |
|-------------------------------------|---------------------------|-------------------------|
| Contract revenues earned | \$ 3,202,765 | \$ 15,022,690 |
| Cost of contract revenues earned | <u>2,926,066</u> | <u>13,560,190</u> |
| Gross Profit | 276,699 | 1,462,500 |
| General and administrative expenses | <u>300,239</u> | <u>1,464,608</u> |
| Income from operations | (23,540) | (2,108) |
| Interest income | 2,947 | 24,457 |
| Miscellaneous Income | 0 | 0 |
| Corporate income tax | 0 | 4,402 |
| Total other income and expenses | 2,947 | 20,055 |
| Net Income | \$ <u><u>(20,593)</u></u> | \$ <u><u>17,947</u></u> |

Construction Solutions of Illinois, Inc.

Statement of Stockholders Equity

For the three months ended March 31, 2009

| | Common Stock | | Additional | Retained |
|------------------------------|--------------|-----------------|-------------|-------------------|
| | Shares | Amount | Paid in | Earnings |
| | | | Capital | |
| Balance at beginning of year | 1000 | \$ 1,000 | 0.00 | \$ 632,449 |
| Net Income | | | | (20,593) |
| Balance at end of year | <u>1000</u> | <u>\$ 1,000</u> | <u>0.00</u> | <u>\$ 611,856</u> |

Construction Solutions of Illinois, Inc.

Statement of Cash Flows

For the three months ended March 31, 2009

| | <u>03-31-2009</u> | <u>12-31-2008</u> |
|---|-------------------|-------------------|
| Cash flows from operating activities: | | |
| Net Income | \$ (20,593) | \$ 17,947 |
| Adjustments to reconcile net income to net cash used by operating activities: | | |
| Depreciation | 1,553 | 6,211 |
| (Increase) decrease in: | | |
| Accounts receivable | 143,949 | (51,250) |
| Bid deposits | 0 | (198) |
| Prepaid expenses | 0 | 5,388 |
| (Decrease) increase in: | | |
| Accounts payable | 299,172 | (232,378) |
| Accrued expenses | (552) | (14,059) |
| Excess costs | (8,512) | 29,450 |
| Excess billing | (137,559) | 106,667 |
| | <hr/> | <hr/> |
| Net cash provided/used by operating activities | 277,458 | (132,222) |
| Cash flows from investing activities: | | |
| Office equipment | 0 | (17,669) |
| Transportation equipment | 0 | (8,522) |
| Loans to stockholders | 80,000 | (80,000) |
| | <hr/> | <hr/> |
| Net cash provided/used by investing activities | 80,000 | (106,191) |
| Cash flows from financing activities: | | |
| Wan-Harris Bank | 0 | 0 |
| | <hr/> | <hr/> |
| Net cash provided/used by financing activities | 0 | 0 |
| Net increase/(decrease) in cash | 357,458 | (238,413) |
| Cash at beginning of year | <u>642,405</u> | <u>880,818</u> |
| Cash at end of period | \$ <u>999,863</u> | \$ <u>642,405</u> |

Notes to the Financial Statements
For the three months ended March 31, 2009

Note 1. Summary of significant accounting policies:

Business activity

Construction Solutions of Illinois, Inc. (The Company) operates in the construction industry as a commercial/municipal general contractor in the greater Chicago land area. The company subcontracts out all work except project supervision.

Basis of accounting

Income and expenses are reported under the percentage of completion method based upon units completed. Contract costs include all direct material and subcontract costs. Selling, general and administrative costs are charged to expenses as incurred.

The amount of revenues recognized at statement date is the portion of the total contract price that the cost expended to date bears to the anticipated final total cost based on current estimates of cost to complete. It is not related to the progress billing to customers.

As long-term contracts extend over one or more reporting years, revisions in estimates of cost and earnings during the course of the work are reflected in the accounting period in which the facts which require the revision become known.

At the time a loss on a contract becomes known, the entire amount of the estimated ultimate loss is recognized in the financial statements.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles require to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Related party transactions

The corporation has entered into a lease for the office property located at 12540 S. Holiday Drive, Alsip, Illinois with Peter Schipma. The monthly rental amount of \$ 6,000.00 is deemed reasonable for that area.

Notes to the Financial Statements
For the three months ended March 31, 2009

Note 2. Other Current Assets

Other current assets consist of the following:

| | | |
|----------------------------|----|-----------------|
| Bid Deposits | \$ | 00.00 |
| Excess costs | | <u>8,512.11</u> |
| Total Other Current Assets | \$ | 8,512.11 |

Fixed Assets

Fixed assets are carried on the books at cost. Depreciation of fixed assets is provided using the modified accelerated and straight line methods.

Bad Debts

The company writes-off debts as soon as the debt is determined to be uncollectible. Management has determined that an allowance for doubtful accounts is not necessary.

Note 5. Stockholders Equity

The company has authorized 1,000 shares of no par value common stock. As of March 31, 2009 1,000 shares were outstanding and were owned by Peter Schipma.

Note 6. Long-term Debt

Construction Solutions of Illinois, Inc. has a line of credit with Old Plank Trail Community Bank in the amount of \$ 750,000.00. As of March 31, 2009 the available amount is \$750,000.00.

Note 7. Loans to Stockholders

On February 2, 2009 the Loans to Stockholders was reduced by \$ 80,000.00. The current balance is now at \$ 8,000.00.

Construction Solutions of Illinois, Inc.

Schedule of General and Administrative Expenses

For the three months ended March 31, 2009

| | <u>03-31-2009</u> | <u>12-31-2008</u> |
|---|-------------------|---------------------|
| Accounting | \$ 1,740 | \$ 5,990 |
| Bank charges | 1,866 | 119 |
| Cable & Internet Fees | 225 | 599 |
| Truck and auto | 9,249 | 84,630 |
| Depreciation | 1,553 | 6,211 |
| Donations | 50 | 6,513 |
| Magazines and subscriptions | 0 | 3,714 |
| Entertainment | 3,581 | 11,699 |
| Insurance | 47,656 | 165,801 |
| Interest expense | 0 | 0 |
| Legal expense | 11,660 | 10,826 |
| Miscellaneous expense | 749 | 15,107 |
| Office expense | 7,597 | 27,054 |
| Printing and Tolls | 729 | 4,916 |
| Payroll expenses | 177,266 | 932,606 |
| Pen deposits | 1,251 | 871 |
| Phone reproduction | 5,563 | 31,713 |
| Postage | 7,067 | 38,017 |
| Printing expense | 18,000 | 72,000 |
| Repairs | 0 | 18,323 |
| Supplies-Miscellaneous | 415 | 9,335 |
| Telephone | 3,059 | 14,552 |
| Utilities | 963 | 4,012 |
| | <hr/> | <hr/> |
| Total general and administrative expenses | \$ <u>300,239</u> | \$ <u>1,464,608</u> |

Construction Solutions of Illinois, Inc.
 Schedule of Contracts Completed
 For the three months ended March 31, 2009

| Job Description | Total Contract | | | From Inception to March 31, 2009 | | | | At March 31, 2009 | | For Period Ended March 31, 2009 | | | |
|-----------------|------------------------------------|--------------------------------|-------------------------------------|---|---------------------------|--|----------------|-----------------------|--|--|-----------------|------------------|--|
| | Contract Price Incl. Change Orders | Current Est. Total Direct Cost | Est. Gross Profit/Loss @ Completion | Total Amount Billed to Date Incl. Retainage | Total Direct Cost to Date | Total Gross Profit/Loss Recognized to Date | Billed To Date | Est. Cost to Complete | Cost & Est Earnings In Excess of Billing | Billings In Excess of Costs & Estimated Earnings | Revenues Earned | Cost of Revenues | Gross Profit (Loss) Recognized This Period |
| Elmwood 2nd Job | 70,895.00 | 57,095.00 | 13,800.00 | 70,895.00 | 57,095.00 | 13,800.00 | 70,895.00 | 0.00 | 0.00 | 0.00 | 70,895.00 | 57,095.00 | 13,800.00 |
| | 70,895.00 | 57,095.00 | 13,800.00 | 70,895.00 | 57,095.00 | 13,800.00 | 70,895.00 | 0.00 | 0.00 | 0.00 | 70,895.00 | 57,095.00 | 13,800.00 |

Construction Solutions of Illinois, Inc.
 Contracts in Progress
 For the three months ended March 31, 2009

| Job Description | Total Contract | | | Total Amount | | | From Inception to March 31, 2009 | | | At March 31, 2009 | | | For Period Ended March 31, 2009 | | |
|----------------------|--|--------------------------------------|--|-------------------------------------|------------------------------|--|----------------------------------|--------------------------|---|---|--------------------|---------------------|--|--|--|
| | Contract Price Incl. Change Orders | Current Est. Total Direct Cost | Est. Gross Profit/Loss @/ Completion | Earned to Date Incl Retainage | Total Direct Cost to Date | Total Gross Profit/Loss Recognize to Date | Billed To Date | Est. Cost to Complete | Cost & Est Earnings in Excess of Billing | Billings in Excess of Costs & Estimated Earnings | Revenues Earned | Cost of Revenues | Gross Profit (Loss) Reconn This Period | | |
| Calumet City Library | 2,257,685.00 | 2,108,685.00 | 149,000.00 | 2,054,493.36 | 1,918,903.36 | 135,590.00 | 2,054,446.00 | 189,781.64 | 47.35 | 1,106,265.85 | 1,033,255.65 | 73,010.20 | | | |
| Hinsdale-2008 | 2,024,055.00 | 1,926,555.00 | 97,500.00 | 1,619,244.00 | 1,541,244.00 | 78,000.00 | 1,528,927.00 | 385,311.00 | 9,683.00 | 0.00 | 0.00 | 0.00 | | | |
| Glenview F.S | 2,487,163.00 | 2,287,163.00 | 200,000.00 | 1,492,297.80 | 1,372,297.80 | 120,000.00 | 1,493,403.00 | 914,865.20 | 6,105.20 | 845,635.42 | 777,635.42 | 68,000.00 | | | |
| Northbrook Public | 2,520,389.62 | 2,250,389.62 | 270,000.00 | 2,091,923.38 | 1,867,823.38 | 224,100.00 | 2,083,458.62 | 382,566.24 | 8,464.76 | 1,169,336.58 | 1,057,478.38 | 111,858.20 | | | |
| | 9,289,292.62 | 8,572,792.62 | 716,500.00 | 7,257,958.54 | 6,700,268.54 | 557,690.00 | 7,265,234.62 | 1,872,524.08 | 8,512.11 | 15,788.20 | 3,121,237.95 | 2,869,369.45 | 252,868.40 | | |

Construction Solutions of Illinois, Inc.

Schedule of Accounts Receivable

For the three months ended March 31, 2009

| | Current | 31-60 | 61-90 | Over 90 |
|-----------------------------|---------|---------|---------|---------|
| Alsip Park District | 31,944 | | | 31,944 |
| Butler Brook | 141,285 | | | 141,285 |
| Downers Grove | 450,196 | | | 450,196 |
| R.I.S.E. | 5,469 | 5,469 | | |
| Lemont Maintenance | 105,175 | | 105,175 | |
| First United Church | 5,660 | 5,660 | | |
| Lemont Water | 89,290 | | 89,290 | |
| Elmwood Park High School | 64,966 | 64,966 | | |
| Schaumburg Schools | 169,333 | 169,333 | | |
| Glenview Fire Station | 564,832 | 564,832 | | |
| Northbrook Public Works | 611,230 | 611,230 | | |
| Calumet City Public Library | 438,208 | 438,208 | | |
| Elmwood-2nd Job | 15,762 | 15,762 | | |

| | | | | | |
|--------|--------------|-----------|---|---------|---------|
| Totals | \$ 2,693,350 | 1,875,460 | 0 | 194,465 | 623,425 |
|--------|--------------|-----------|---|---------|---------|

(12)

See accountants report and notes to the financial Statements

Construction Solutions of Illinois, Inc.
 Schedule of Additional Revenues and Costs
 For the three months ended March 31, 2009

| <u>Job Description:</u> | <u>Additional Revenues</u> | <u>Additional Costs</u> | <u>Additional Profit/Loss</u> |
|-------------------------|--------------------------------|-----------------------------|-----------------------------------|
| Robinson Edison | \$ 631.00 | \$ | \$ 631.00 |
| Warrie State MIS | 483.00 | | 483.00 |
| Wertzville | | 601.00 | (601.00) |
| Wichland Grade School | 1,249.00 | | 1,249.00 |
| Wills Middle School | 375.00 | | 375.00 |
| North Palos | 6,610.00 | | 6,610.00 |
| Lincoln Middle School | 1,284.00 | | 1,284.00 |
| Totals | \$ <u>10,632.00</u> | \$ <u>601.00</u> | \$ <u>10,031.00</u> |

Construction Solutions of Illinois, Inc.

Financial Statements

For the year ended

December 31, 2008

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William Funk and Associates, LTD.

3333 West 111th Street*Chicago, Illinois 60655* 773-239-3865

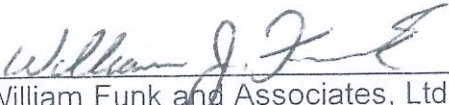
To the Stockholders of:
Construction Solutions of Illinois. Inc.
12540 South Holliday Drive
Alsip, Illinois 60803

We have reviewed the accompanying balance sheet of Construction Solutions of Illinois, Inc. as of December 31, 2008 and the related statements of income and expenses and statement of cash flow for the year ended December 31, 2008 in accordance with the Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. All information included in these statements is the representation of the management if Construction Solutions of Illinois, Inc.

A review consists principally of inquiries of company personnel and analytical procedures applied to financial data. It is substantially less in scope than an audit in accordance with generally accepted auditing standards, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with generally accepted principles.

Our review was made for the purpose of expressing limited assurance that there are no modifications that should be made to the financial statements in order for them to be in conformity with generally accepted accounting principles. The information included in the supplemental information section is presented only for supplementary analysis purposes and has not been subjected to the inquiry and analytical procedures applied in the review of the basic financial statements but were compiled from information that is the representation of management, without audit or review. Accordingly, we do not express an opinion or any other form of assurance on such information.



William Funk and Associates, Ltd.
William Funk, CPA

February 2, 2009

Construction Solutions of Illinois, Inc.

Balance Sheet

For the year ended December 31, 2008

| <u>Assets:</u> | <u>12-31-2008</u> | <u>12-31-2007</u> |
|--|---------------------|---------------------|
| Current assets: | | |
| Cash | \$ 642,405 | \$ 880,818 |
| Contract Receivables | 2,837,299 | 2,786,049 |
| Bid Deposits | 960 | 762 |
| Excess Costs | 0 | 29,450 |
| Prepaid Expenses | 0 | 5,388 |
| | <hr/> | <hr/> |
| Total current assets | 3,480,664 | 3,702,467 |
| Equipment and leasehold improvements: | | |
| Transportation equipment | 138,011 | 129,489 |
| Office Equipment and Leasehold Improvements | 25,774 | 8,105 |
| less: accumulated depreciation | (94,525) | (88,314) |
| | <hr/> | <hr/> |
| Net equipment and leasehold depreciation | 69,260 | 49,280 |
| Other assets: | | |
| Due from stockholders | 88,000 | 8,000 |
| | <hr/> | <hr/> |
| Total other assets | 88,000 | 8,000 |
| | <hr/> | <hr/> |
| Total Assets | \$ 3,637,924 | \$ 3,759,747 |

Construction Solutions of Illinois, Inc.

Balance Sheet

For the year ended December 31, 2008

| | <u>12-31-2008</u> | <u>12-31-2007</u> |
|---|----------------------------|----------------------------|
| <u>Liabilities and Stockholders Equity</u> | | |
| Current liabilities: | | |
| Accounts payable | \$ 2,846,726 | \$ 3,079,104 |
| Accrued expenses | 4,402 | 18,461 |
| Excess Billing | 153,347 | 46,680 |
| Total current liabilities | 3,004,475 | 3,144,245 |
| Long-Term Debt | | |
| Note payable, less current portion | 0 | 0 |
| Total Liabilities | 3,004,475 | 3,144,245 |
| Shareholders equity: | | |
| Common Stock, no par value, 1,000 shares authorized, 1,000 issued and authorized | 1,000 | 1,000 |
| Retained earnings | 632,449 | 614,502 |
| Total stockholders equity | 633,449 | 615,502 |
| Total liabilities and stockholders equity | \$ <u>3,637,924</u> | \$ <u>3,759,747</u> |

Construction Solutions of Illinois, Inc.
Statement of Revenues and Expenses
For the year ended December 31, 2008

| | <u>12-31-2008</u> | <u>12-31-2007</u> |
|-------------------------------------|-------------------------|--------------------------|
| Contract revenues earned | \$ 15,022,690 | \$ 15,963,969 |
| Cost of contract revenues earned | <u>13,560,190</u> | <u>14,385,212</u> |
| Gross Profit | 1,462,500 | 1,578,757 |
| General and administrative expenses | <u>1,464,608</u> | <u>1,304,263</u> |
| Income from operations | (2,108) | 274,494 |
| Interest income | 24,457 | 17,597 |
| Miscellaneous Income | 0 | 0 |
| Corporate income tax | 4,402 | 64,739 |
| Total other income and expenses | <u>20,055</u> | <u>(47,142)</u> |
| Net Income | \$ <u>17,947</u> | \$ <u>227,352</u> |

Construction Solutions of Illinois, Inc.

Statement of Stockholders Equity

For the year ended December 31, 2008

| | Common Stock | | Additional | Retained |
|------------------------------|--------------|-----------------|-------------|-------------------|
| | Shares | Amount | Paid in | Earnings |
| | | | Capital | |
| Balance at beginning of year | 1000 | \$ 1,000 | 0.00 | \$ 614,502 |
| Net Income | | | | 17,947 |
| Balance at end of year | <u>1000</u> | <u>\$ 1,000</u> | <u>0.00</u> | <u>\$ 632,449</u> |

Construction Solutions of Illinois, Inc.

Statement of Cash Flows

For the year ended December 31, 2008

| | <u>12-31-2008</u> | <u>12-31-2007</u> |
|---|-------------------|-------------------|
| Cash flows from operating activities: | | |
| Net Income | \$ 17,947 | \$ 227,352 |
| Adjustments to reconcile net income to net cash used by operating activities: | | |
| Depreciation | 6,211 | 5,810 |
| (Increase) decrease in: | | |
| Accounts receivable | (51,250) | (1,322,095) |
| Bid deposits | (198) | 4,288 |
| Prepaid expenses | 5,388 | (4,888) |
| Decrease(increase) in: | | |
| Accounts payable | (232,378) | 1,828,899 |
| Accrued expenses | (14,059) | 84,863 |
| Excess costs | 29,450 | (26,021) |
| Excess billing | 106,667 | 37,207 |
| | <hr/> | <hr/> |
| Net cash provided/used by operating activities | (132,222) | 835,415 |
| Cash flows from investing activities: | | |
| Office equipment | (17,669) | (4,800) |
| Transportation equipment | (8,522) | (32,491) |
| Loans to stockholders | (80,000) | 0 |
| | <hr/> | <hr/> |
| Net cash provided/used by investing activities | (106,191) | (37,291) |
| Cash flows from financing activities: | | |
| Loan-Harris Bank | 0 | (30,000) |
| | <hr/> | <hr/> |
| Net cash provided/used by financing activities | 0 | (30,000) |
| Net increase/(decrease) in cash | (238,413) | 768,124 |
| Cash at beginning of year | <u>880,818</u> | <u>112,694</u> |
| Cash at end of year | \$ <u>642,405</u> | \$ <u>880,818</u> |

Notes to the Financial Statements
For the year ended December 31, 2008

Note 1. Summary of significant accounting policies:

Business activity

Construction Solutions of Illinois, Inc. (The Company) operates in the construction industry as a commercial/municipal general contractor in the greater Chicago land area. The company subcontracts out all work except project supervision.

Basis of accounting

Income and expenses are reported under the percentage of completion method based upon units completed. Contract costs include all direct material and subcontract costs. Selling, general and administrative costs are charged to expenses as incurred.

The amount of revenues recognized at statement date is the portion of the total contract price that the cost expended to date bears to the anticipated final total cost based on current estimates of cost to complete. It is not related to the progress billing to customers.

As long-term contracts extend over one or more reporting years, revisions in estimates of cost and earnings during the course of the work are reflected in the accounting period in which the facts which require the revision become known.

At the time a loss on a contract becomes known, the entire amount of the estimated ultimate loss is recognized in the financial statements.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles require to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Related party transactions

The corporation has entered into a lease for the office property located at 12540 S. Holiday Drive, Alsip, Illinois with Peter Schipma. The monthly rental amount of \$ 6,000.00 is deemed reasonable for that area.

**Notes to the Financial Statements
For the year ended December 31,2008**

Note 2. Other Current Assets

Other current assets consist of the following:

| | | |
|----------------------------|----|--------------|
| Bid Deposits | \$ | 960.00 |
| Excess costs | | <u>00.00</u> |
| Total Other Current Assets | \$ | 960.00 |

Fixed Assets

Fixed assets are carried on the books at cost. Depreciation of fixed assets is provided using the modified accelerated and straight line methods.

Bad Debts

The company writes-off debts as soon as the debt is determined to be uncollectible. Management has determined that an allowance for doubtful accounts is not necessary.

Note 5. Stockholders Equity

The company has authorized 1,000 shares of no par value common stock. As of December 31,2008 1,000 shares were outstanding and were owned by Peter Schipma.

Note 6. Long-term Debt

Construction Solutions of Illinois, Inc. has a line of credit with Old Plank Trail Community Bank in the amount of \$ 750,000.00. As of December 31, 2008 the available amount is \$750,000.00.

Note 7. Loans to Stockholders

On February 2, 2009 the Loans to Stockholders was reduced by \$ 80,000.00. The current balance is now at \$ 8,000.00.

Construction Solutions of Illinois, Inc.
Schedule of General and Administrative Expenses
For the year ended December 31, 2008

| | <u>12-31-2008</u> | <u>12-31-2007</u> |
|--|----------------------------|----------------------------|
| Accounting | \$ 5,990 | \$ 8,005 |
| Bank charges | 119 | 53 |
| Cable & Internet Fees | 599 | 0 |
| Truck and auto | 84,630 | 83,650 |
| Depreciation | 6,211 | 5,810 |
| Donations | 6,513 | 10,889 |
| Dues and subscriptions | 3,714 | 7,905 |
| Entertainment | 11,699 | 8,240 |
| Insurance | 165,801 | 124,746 |
| Interest expense | 0 | 2,727 |
| Legal expense | 10,826 | 17,523 |
| Miscellaneous expense | 15,107 | 5,250 |
| Office supplies | 27,054 | 23,518 |
| Parking and Tolls | 4,916 | 1,875 |
| Payroll expenses | 932,606 | 841,174 |
| Plan deposits | 871 | 1,050 |
| Plan reproduction | 31,713 | 39,131 |
| Postage | 38,017 | 19,409 |
| Rent expense | 72,000 | 78,000 |
| Repairs | 18,323 | 2,236 |
| Taxes-Miscellaneous | 9,335 | 1,389 |
| Telephone | 14,552 | 16,395 |
| Utilities | 4,012 | 5,287 |
| Total general and administrative expenses | \$ <u>1,464,608</u> | \$ <u>1,304,263</u> |

Construction Solutions of Illinois, Inc.
 Schedule of Contracts Completed
 For the year ended December 31, 2008

| Job Description | Total Contract | | | Total Amount | | | Total Gross | | | At December 31, 2008 | | | For Period Ended December 31, 2008 | | |
|---------------------|--|--------------------------------------|---|--------------------------------------|------------------------------|--------------------------------------|-------------------|--------------------------|--|---|--------------------|---------------------|--|--|--|
| | Contract Price Incl. Change Orders | Current Est. Total Direct Cost | Est. Gross Profit/Loss @ Completion | Billed to Date Incl. Retainage | Total Direct Cost to Date | Profit/Loss Recognized to Date | Billed To Date | Est. Cost to Complete | Cost & Est. Earnings in Excess of Billing | Billings in Excess of Costs & Estimated Earnings | Revenues Earned | Cost of Revenues | Gross Profit (Loss) Receiv. This Period | | |
| Harper College | 910,810.90 | 880,778.42 | 30,032.48 | 910,810.90 | 880,778.42 | 30,032.48 | 910,810.90 | | | (6,014.48) | 12,462.75 | (18,477.23) | | | |
| Aisle Park District | 976,349.33 | 922,853.55 | 53,495.78 | 976,349.33 | 922,853.55 | 53,495.78 | 976,349.33 | | | (9,560.30) | 14,063.25 | (23,723.59) | | | |
| Builer Brook | 1,313,156.00 | 1,171,156.00 | 142,000.00 | 1,313,156.00 | 1,171,156.00 | 142,000.00 | 1,313,156.00 | | | 283,291.72 | 244,411.72 | 38,820.00 | | | |
| Evergreen Park H.S. | 1,145,205.00 | 1,046,954.24 | 98,250.76 | 1,145,205.00 | 1,046,954.24 | 98,250.76 | 1,145,205.00 | | | 9,066.75 | 5,864.44 | 3,202.31 | | | |
| Lyons Township | 444,490.00 | 388,581.26 | 55,908.74 | 444,490.00 | 388,581.26 | 55,908.74 | 444,490.00 | | | 22,289.53 | 18,460.79 | 3,828.74 | | | |
| Downers Grove | 2,440,803.00 | 2,175,003.00 | 265,800.00 | 2,440,803.00 | 2,175,003.00 | 265,800.00 | 2,440,803.00 | | | 872,406.20 | 779,406.20 | 93,000.00 | | | |
| Robinson Edison | 2,121,323.00 | 1,932,000.00 | 189,323.00 | 2,121,323.00 | 1,932,000.00 | 189,323.00 | 2,121,323.00 | | | 32,247.80 | 17,999.20 | 14,348.60 | | | |
| Proviso H.S. | 638,112.00 | 545,681.29 | 92,430.71 | 638,112.00 | 545,681.29 | 92,430.71 | 638,112.00 | | | 21,097.92 | 4,027.71 | 17,070.71 | | | |
| Hinsdale-2007 | 1,186,716.00 | 1,001,932.75 | 184,783.25 | 1,186,716.00 | 1,001,932.75 | 184,783.25 | 1,186,716.00 | | | 39,420.00 | (29,827.25) | 69,247.25 | | | |
| R.I.S.E | 924,523.00 | 810,523.00 | 114,000.00 | 924,523.00 | 810,523.00 | 114,000.00 | 924,523.00 | | | 64,716.61 | 48,366.61 | 16,350.00 | | | |
| Lennon Maintenance | 1,124,534.00 | 937,750.00 | 186,784.00 | 1,124,534.00 | 937,750.00 | 186,784.00 | 1,124,534.00 | | | 20,782.37 | 67,822.95 | 23,311.00 | | | |
| Nike Park | 182,140.00 | 151,257.86 | 30,882.14 | 182,140.00 | 151,257.86 | 30,882.14 | 182,140.00 | | | 91,133.95 | 9,025.23 | 11,757.14 | | | |
| First United Church | 154,037.00 | 124,251.00 | 29,786.00 | 154,037.00 | 124,251.00 | 29,786.00 | 154,037.00 | | | 2,670,571.68 | 2,488,745.64 | 181,826.04 | | | |
| Lennon Water Park | 2,921,478.00 | 2,719,851.96 | 201,626.04 | 2,921,478.00 | 2,719,851.96 | 201,626.04 | 2,921,478.00 | | | 492,396.31 | 452,890.98 | 39,505.33 | | | |
| Governors State | 608,838.00 | 558,692.67 | 50,145.33 | 608,838.00 | 558,692.67 | 50,145.33 | 608,838.00 | | | 250,210.00 | 257,055.00 | (6,885.00) | | | |
| Libertyville | 250,210.00 | 257,095.00 | (6,885.00) | 250,210.00 | 257,095.00 | (6,885.00) | 250,210.00 | | | 63,373.00 | 53,112.54 | 10,260.46 | | | |
| Richland G.S | 63,373.00 | 53,112.54 | 10,260.46 | 63,373.00 | 53,112.54 | 10,260.46 | 63,373.00 | | | 590,193.00 | 64,365.40 | 21,357.60 | | | |
| Lake Park | 85,723.00 | 57,412.26 | 28,310.74 | 85,723.00 | 57,412.26 | 28,310.74 | 85,723.00 | | | 86,723.00 | 86,723.00 | 0.00 | | | |
| Prairie State MIS | 590,193.00 | 557,412.26 | 32,780.74 | 590,193.00 | 557,412.26 | 32,780.74 | 590,193.00 | | | 86,723.00 | 86,723.00 | 0.00 | | | |
| Ellis M.S. | 449,633.00 | 397,036.93 | 52,596.07 | 449,633.00 | 397,036.93 | 52,596.07 | 449,633.00 | | | 449,633.00 | 449,633.00 | 0.00 | | | |
| Linwood Park H.S. | 1,172,772.75 | 1,017,687.75 | 155,085.00 | 1,172,772.75 | 1,017,687.75 | 155,085.00 | 1,172,772.75 | | | 1,172,772.75 | 1,017,687.75 | 155,085.00 | | | |
| Schaumburg School | 1,051,546.00 | 881,338.00 | 170,208.00 | 1,051,546.00 | 881,338.00 | 170,208.00 | 1,051,546.00 | | | 1,051,546.00 | 881,338.00 | 170,208.00 | | | |
| North Paris | 1,214,557.14 | 1,164,664.91 | 49,892.23 | 1,214,557.14 | 1,164,664.91 | 49,892.23 | 1,214,557.14 | | | 1,214,557.14 | 1,164,664.91 | 49,892.23 | | | |
| Homer School | 356,371.00 | 333,138.00 | 23,233.00 | 356,371.00 | 333,138.00 | 23,233.00 | 356,371.00 | | | 356,371.00 | 333,138.00 | 23,233.00 | | | |

22,326,894.12 20,093,117.79 2,233,776.33 22,326,894.12 20,093,117.79 2,233,776.33 22,326,894.12 0.00 0.00 0.00 10,886,969.11 9,728,290.67 1,157,678.44

Construction Solutions of Illinois, Inc.
 Contracts in Progress
 For the year year ended December 31, 2008

| Job Description | Total Contract | | | Total Amount | | | At December 31, 2008 | | | For Period Ended December 31, 2008 | | |
|----------------------|--|--------------------------------------|--|--------------------------------------|------------------------------|--------------------------------------|----------------------|--------------------------|--|--|--------------------|---------------------|
| | Contract Price Incl. Change Orders | Current Est. Total Direct Cost | Est. Gross Profit/Loss @% Completion | Earned to Date Incl. Retainage | Total Direct Cost to Date | Profit/Loss Recognized to Date | Billed To Date | Est. Cost to Complete | Cost & Est. Earnings in Excess of Billing | Billings in & Estimated Earnings | Revenues Earned | Cost of Revenues |
| Calumet City Library | 2,257,585.00 | 2,108,665.00 | 149,000.00 | 948,227.70 | 885,647.70 | 62,580.00 | 1,079,614.00 | 1,223,037.30 | 131,386.30 | 948,227.70 | 885,647.70 | 62,580.00 |
| Hinsdale-2008 | 2,024,056.00 | 1,925,565.00 | 97,500.00 | 1,619,244.00 | 1,541,244.00 | 78,000.00 | 1,628,927.00 | 385,311.00 | 9,683.00 | 1,619,244.00 | 1,541,244.00 | 78,000.00 |
| Clentview F.S. | 2,487,163.00 | 2,287,163.00 | 200,000.00 | 646,682.38 | 594,662.38 | 52,000.00 | 650,454.00 | 1,592,500.62 | 3,791.62 | 646,682.38 | 594,662.38 | 52,000.00 |
| Northbrook Public | 2,427,860.00 | 2,104,643.00 | 323,217.00 | 922,586.80 | 799,764.34 | 122,822.46 | 931,073.00 | 1,304,878.66 | 8,486.20 | 922,586.80 | 810,345.00 | 112,241.80 |
| | 9,196,753.00 | 8,427,046.00 | 769,717.00 | 4,136,720.88 | 3,821,316.42 | 315,402.46 | 4,250,068.00 | 4,605,727.58 | 0.00 | 4,136,720.88 | 3,831,899.08 | 304,821.80 |

Construction Solutions of Illinois, Inc.

Schedule of Accounts Receivable

For the year ended December 31, 2008

| | Current | 31-60 | 61-90 | Over 90 |
|-----------------------------|---------|---------|-------|------------|
| Alsip Park District | 31,944 | | | 31,944 |
| Butler Brook | 141,285 | | | 141,285 |
| Downers Grove | 450,196 | 450,196 | | |
| Robinson Edison | 5,723 | | | 5,723 |
| R.I.S.E. | 18,590 | | | 18,590 |
| Lemont Maintenance | 105,175 | | | 105,175 |
| First United Church | 29,791 | | | 29,791 (1) |
| Lemont Water | 89,290 | | | 89,290 |
| Governors State | 78,176 | | | 78,176 |
| Libertyville | 65,148 | | | 65,148 |
| Richland Grade School | 26,278 | | | 26,278 |
| Lake Park | 28,987 | | | 28,988 |
| Ellis Middle School | 145,135 | | | 145,135 |
| Elmwood Park High School | 321,162 | | | 321,162 |
| Schaumburg Schools | 383,194 | | | 383,194 |
| North Palos | 113,159 | | | 113,159 |
| Homer School District | 77,925 | | | 77,925 |
| Glenview Fire Station | 173,085 | | | 173,085 |
| Northbrook Public Works | 423,450 | | | 423,450 |
| Calumet City Public Library | 129,605 | | | 129,605 |

**

Totals

\$

2,837,299

2,184,083

450,196

0

203,020

(1) Final payment from First United Church was received during January 2009.

(12)

See accountants report and notes to the financial Statements

Construction Solutions of Illinois, Inc.
 Schedule of Additional Revenues and Expenses
 For the year ended December 31, 2008

| <u>Job Description:</u> | <u>Additional Revenues</u> | <u>Additional Costs</u> | <u>Additional Profit/Loss</u> |
|-------------------------|--------------------------------|-----------------------------|-----------------------------------|
| Hometown Sward | \$ 9,040.40 | \$ | \$ 9,040.40 |
| Cal City Shell | 504.19 | | 504.19 |
| Wentworth Jr. High | | 13,513.63 | (13,513.63) |
| Glenbard | | 25.48 | (25.48) |
| Park Forest | | 6,587.13 | (6,587.13) |
| | | | |
| Totals | \$ <u>9,544.59</u> | \$ <u>20,126.24</u> | \$ <u>(10,581.65)</u> |



www.thehortongroup.com

Insurance • Risk Management • Employee Benefits

January 21, 2010

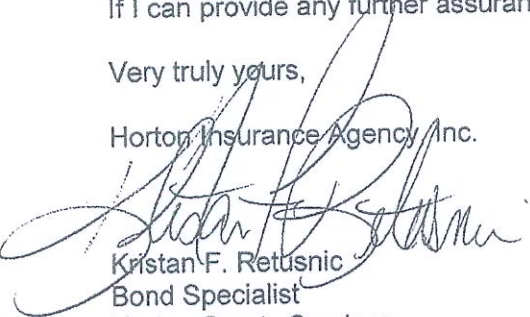
Re: Construction Solutions of Illinois, Inc.. is a valuable client of the The Horton Group, their bonds are secured with Great American Insurance Company, which is Rated A (Excellent) Financial Size Category (XIV - \$1.5 Billion to \$2 Billion) per AM Best, accordingly we anticipate no difficulty providing Bid Bonds and Performance & Payment Bonds should they be awarded a contract. There have been no paid claims on their bonded projects in the past five years.

This indication is subject to a review of the terms and conditions of the contract and bond forms by Great American Insurance Company, as well as normal underwriting procedures and criteria.

If I can provide any further assurances, please don't hesitate to call.

Very truly yours,

Horton Insurance Agency, Inc.



Kristan F. Retusnic

Bond Specialist

Horton Surety Services

Direct Dial Number: (708) 845-3312

CONSTRUCTION SOLUTIONS

OF ILLINOIS, INC.

OFFICE: 708-239-0001
FAX: 708-239-0006

Reference sheet

Hinsdale Middle School Renovations

Amount of contract: \$740,000
Date Completed: January 2010
Owner: School District 181
Address: Hinsdale, Illinois
Contact person: Sue Kamuda
Telephone: (630)-887-1070
Architect: Healy Bender and Associates
Architect contact person: Frank Schwartz
Telephone: (630)-904-4300

Komarek School Addition and renovations

Amount of contract: \$1,600,000
Date Completed: January 2010
Owner: School District 94
Address: North Riverside, Illinois
Contact person: Neil Pellicci
Telephone: (708)-447-8030
Architect: FGM Architects Inc.
Architect contact person: Jim Andreoni
Telephone: (630)-57-8300

Avon Center School – life safety

Amount of contract: \$231,000
Date Completed: Fall 2009
Owner: School District 46
Address: Grayslake Illinois, 60030
Telephone: (847)-543-5322
Architect: Arcon Associates
Architect contact person: Mike Maguire
Telephone: (630)-495-1900

Glenbrook North and South –Life safety

Amount of contract: \$789,000
Date Completed: Fall 2009
Owner: School District 225
Address: Glenview, Illinois
Architect: Arcon Associates, Mike Maguire
Telephone: (630)-495-1900

School District 93 multiple sites

Amount of contract: \$804,000
Date Completed: Fall 2009
Owner: School District 93
Address: Bloomingdale, Illinois 60108
Architect: Arcon Associates, Mike Maguire
Telephone: (630)-495-1900

Robinson and Edison School Additions and Alterations

Amount of contract: \$2,175,000
Date Completed: Spring 2008
Owner: School District 103
Address: Lyons, Illinois
Contact person: Tom Sheehy
Telephone: (708)-783-4113
Architect: GCN Architects
Architect contact person: Pat Callahan
Telephone: (847)-247-4500

Libertyville High School and Ticket Booth Storage Building

Amount of contract: \$257,000
Date Completed: Fall 2008
Owner: School District 128
Address: Libertyville, Illinois
Contact person: Ms. Yasmine Dada
Telephone: (847)-247-4500
Architect: STR Partners
Architect contact person: Mike Henderson
Telephone: (312)-464-4444

Auditorium lobby Addition at Lake Park

Amount of contract: \$580,000

Date Completed: Fall 2008

Owner: School District 108

Address: Lake Park, Illinois

Contact person: Bob Ungaro

Telephone: (630)-295-5397

Architect: Arcon Associates

Architect contact person: Gaspure Petreilo

Telephone: (630)-495-1900

Facility Improvements at Sieden Prairie

Amount of contract: \$1,604,000

Date Completed: Fall 2006

Owner: School District 159

Address: Matteson, Illinois

Telephone: (708)-720-1300

Architect: Legat Architects

Architect contact person: Jeff Sandburg

Telephone: (630)-990-3535

Renovation and edition to Betsy Ross Elementary School

Amount of contract: \$1, 455,000

Date Completed: Fall 2005

Owner: School District 91

Address: Forest Park, Illinois

Contact person: Bob Laudadio

Telephone: (708)-366-5700

Architect: STR Partners

Architect contact person: Don Hanson

Telephone: (312)-464-1444



AIA[®]

Document A305[™] – 1986

Contractor's Qualification Statement

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

SUBMITTED TO: For Information Purposes Only

ADDRESS:

SUBMITTED BY: Construction Solutions of Illinois, Inc.

NAME: Peter M. Schipma

ADDRESS: 12540 South Holiday Drive, Unit D
Alsip, IL 60803

PRINCIPAL OFFICE: Peter M. Schipma

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.

- Corporation
- Partnership
- Individual
- Joint Venture
- Other

NAME OF PROJECT: *(If applicable)*

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

- General Construction
- HVAC
- Electrical
- Plumbing
- Other *(Please specify)*

§ 1. ORGANIZATION

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

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

§ 1.2.1 Under what other or former names has your organization operated? NONE

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

§ 1.3.1 Date of incorporation: April 15, 1999

§ 1.3.2 State of incorporation: Illinois

§ 1.3.3 President's name: Peter M. Schipma

§ 1.3.4 Vice-president's name(s):

§ 1.3.5 Secretary's name:

§ 1.3.6 Treasurer's name:

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

§ 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:

§ 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:

§ 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.

Various Municipalities in and around Cook County including the City of Chicago.

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

§ 3. EXPERIENCE

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

Supervision

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

§ 3.2.1 Has your organization ever failed to complete any work awarded to it? **No**

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? **No**

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years? **No**

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

No

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

§ 3.4.1 State total worth of work in progress and under contract: **\$7 Million**

§ 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:

\$12 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:

Mr. Pat Callahan
Giffillan Callahan Nelson Architects
1600 Golf Road
Rolling Meadows, IL 60008
847-952-0545

Mr. Daniel Shousky
Olivieri, Shousky, & Kiss P.A.
17 West Knight Avenue, Suite 200
Collingswood, NJ 08108
856-854-0580

Mr. Andrew Dogan
PHN Architects
199 Town Square, Unit D
Wheaton, Illinois 60189
630-665-8400

Mr. Gaspare Pitrello
Arcon Associates
420 Eisenhower Lane
Lombard, IL 60148-5404
630-495-1900

§ 4.2 Bank References:

Old Plank Trail Bank
280 Veterans Parkway
New Lenox, IL 60451
Mr. Frank Costa

§ 4.3 Surety

§ 4.3.1 Name of bonding company:

Great American Insurance Group
1515 East Woodfield Road
Schaumburg, IL 60173

§ 4.3.2 Name and address of agent:

Horton Insurance Agency, Inc.
10320 Orland Parkway
Orland Park, IL 60467

§ 5. FINANCING

§ 5.1 Financial Statement Available upon request

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

- .1 Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);
- .2 Net Fixed Assets;
- .3 Other Assets;
- .4 Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes); and
- .5 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:

William J. Funk, CPA
3333 West 111th Street
Chicago, IL 60655

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

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

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

§ 6. SIGNATURE

§ 6.1 Dated this

16th day of

Feb

20 10

Name of Organization: Construction Solutions of Illinois, Inc.

By:

Title: President

§ 6.2

Mr. Peter M. Schipma

being

M
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

16th

day of

Feb

20 10

Notary Public:

Roseann Marie

Krejczyk

My Commission Expires:



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

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THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Construction Solutions of Illinois, Inc.

12540 South Holiday Drive, Alsip, IL 60803

as Principal, hereinafter called the Principal, and Great American Insurance Company

1515 Woodfield Road, Schaumburg, IL 60173

a corporation duly organized under the laws of the State of OH

as Surety, hereinafter called the Surety, are held and firmly bound unto Village of Orland Park

14650 Ravina Avenue, Orland Park, IL 60462

as Obligee, hereinafter called the Obligee, in the sum of Ten Percent of Amount Bid

Dollars (\$ 10%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Old Police Dept. Rehabilitation.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

Signed and sealed this 16th day of February, 2010

Construction Solutions of Illinois, Inc.

(Principal)

(Seal)

By: 

(Title)

Great American Insurance Company

(Surety)

(Seal)

By: 

Attorney-in-Fact Rene' Roulo

(Title)

See Attached Jurat

(Witness)



CERTIFICATE OF LIABILITY INSURANCE

OP ID PA
CONST-5

DATE (MM/DD/YYYY)

03/22/10

| | | |
|--|--|---------------|
| PRODUCER Connor & Gallagher Ins. Serv. 4933 Lincoln Avenue, Suite 5 Lisle, IL 60532 Phone: 630-810-9100 Fax: 630-810-0100 | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | |
| | INSURERS AFFORDING COVERAGE | NAIC # |
| INSURED Construction Solutions of Illi 12540 South Holiday Drive Alsip IL 60803 | INSURER A: Amerisure Insurance Company | |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |

COVERAGES

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

| INSR ADD'L LTR INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS |
|----------------------|---|---------------|------------------------------------|-------------------------------------|--|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | CPP2061892 | 05/20/09 | 05/20/10 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | CA2061893 | 05/20/09 | 05/20/10 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$ |
| | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | OTHER THAN EA ACC AGG \$ |
| A | EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ | CU2061891 | 05/20/09 | 05/20/10 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below | WC2061890 | 05/20/09 | 05/20/10 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| | OTHER | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Re: Old Police Department Rehabilitation

CERTIFICATE HOLDER

ORLANDP

 VILLAGE OF ORLAND PARK
 14700 S. RAVINIA AVE
 ORLAND PARK IL 60462

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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NOTEPAD:

HOLDER CODE ORLANDP
INSURED'S NAME Construction Solutions of Illi

CONST-5

OPID PA

PAGE 2

DATE 03/22/10

THE VILLAGE OF ORLAND PARK AND THEIR RESPECTIVE OFFICERS, TRUSTEES,
DIRECTORS, EMPLOYEES AND AGENTS ARE 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.
WAIVER OF SUBROGATION IN FAVOR OF ADDITIONAL INSUREDS ON GENERAL LIABILITY
AND WORKERS' COMPENSATION.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS CONTRACTORS GENERAL LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Under SECTION I - COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, paragraph 2. EXCLUSIONS, provisions 1. through 7. of this endorsement amend the policy as follows:

1. LIQUOR LIABILITY

Exclusion c. Liquor Liability is deleted.

2. POLLUTION - HEATING AND AIR CONDITIONING EQUIPMENT

Exclusion f. Pollution or any additional pollution exclusion attached to this Coverage Form shall not apply to "Bodily injury" if sustained within a building that is or was at any time owned or occupied by or rented or loaned to any insured and caused by smoke, fumes, vapor or soot from equipment used to heat or cool the building.

3. NONOWNED WATERCRAFT AND NONOWNED AIRCRAFT (HIRED, RENTED OR LOANED WITH PAID CREW)

Exclusion g. Aircraft, Auto or Watercraft, paragraph (2) is deleted and replaced with the following:

(2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

Exclusion g. Aircraft, Auto or Watercraft, paragraph (6) is added as follows:

(6) An aircraft that you do not own that is:

- (a) Hired;
- (b) Rented; or
- (c) Loaned to you;

with paid crew for a period of five (5) consecutive days or less.

Paragraph (6) does not apply if the insured has any other insurance for "bodily injury or "property damage" liability for such aircraft, whether such other insurance is primary, excess, contingent or on any other basis.

4. PREMISES ALIENATED

A. Exclusion j. Damage to Property, paragraph (2) is deleted.

B. The following paragraph is also deleted from Exclusion j. Damage to Property:

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

5. PROPERTY DAMAGE LIABILITY - ELEVATORS AND SIDETRACK AGREEMENTS

A. Exclusion j. Damage to Property, paragraphs (3), (4), and (6) do not apply to the use of elevators.

B. Exclusion k. Damage to Your Product does not apply to:

- 1. The use of elevators; or
- 2. Liability assumed under a sidetrack agreement.

6. PROPERTY DAMAGE LIABILITY - BORROWED EQUIPMENT

A. Exclusion j. Damage to Property, paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

- B. With respect to any one borrowed equipment item, provision 6.A. above does not apply to "property damage" that exceeds \$25,000 per occurrence or \$25,000 annual aggregate.

7. **PRODUCT RECALL EXPENSE**

- A. Exclusion n. **Recall Of Products, Work Or Impaired Property** does not apply to "product recall expenses" that you incur for the "covered recall" of "your product". This exception to the exclusion does not apply to "product recall expenses" resulting from:

1. Failure of any products to accomplish their intended purpose;
2. Breach of warranties of fitness, quality, durability or performance;
3. Loss of customer approval or any cost incurred to regain customer approval;
4. Redistribution or replacement of "your product", which has been recalled, by like products or substitutes;
5. Caprice or whim of the insured;
6. A condition likely to cause loss, about which any insured knew or had reason to know at the inception of this insurance;
7. Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials;
8. Recall of "your product(s)" that have no known or suspected defect solely because a known or suspected defect in another of "your product(s)" has been found.

- B. Under **SECTION III - LIMITS OF INSURANCE**, paragraph 3. is replaced in its entirety as follows and paragraph 8. is added:

3. The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of:
 - a. Damages under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** because of "bodily injury" and "property damage" included in the "products-completed operations hazard" and
 - b. "Product recall expenses".
8. Subject to paragraph 5. above, \$25,000 is the most we will pay for all "product recall expenses" arising out of the same defect or deficiency.

The insurance afforded by provisions 1. through 7. of this endorsement is excess over any valid and collectible insurance (including any deductible) available to the insured whether primary, excess or contingent, and **SECTION IV.**, paragraph 4. Other insurance is changed accordingly.

8. **CONTRACTUAL LIABILITY - PERSONAL AND ADVERTISING INJURY**

Under **SECTION 1 - COVERAGE B.**, paragraph 2. Exclusions, paragraph e. **Contractual Liability** is deleted.

9. **SUPPLEMENTARY PAYMENTS**

Under **SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**, paragraphs 1.b. and 1.d. are deleted and replaced with the following:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

10. **BROADENED WHO IS AN INSURED**

SECTION II - WHO IS AN INSURED is deleted and replaced with the following:

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees," other than either your "executive officers," (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insured for:
- (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of paragraph (1) (a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services except as provided in provision 11. of this endorsement.
 - (2) "Property damage" to property:
 - (a) Owned, occupied or used by;
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees," "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
- (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Form.
- e. Your subsidiaries if:
- (1) They are legally incorporated entities; and
 - (2) You own more than 50% of the voting stock in such subsidiaries as of the effective date of this policy.
- If such subsidiaries are not shown in the Declarations, you must report them to us within 180 days of the inception of your original policy.
- f. Any person or organization other than an architect, engineer, or surveyor, which requires in a "work contract" that such person or organization be made an insured under this policy. However, such person or organization shall be an insured only with respect to covered "bodily injury," "property damage," and "personal and advertising injury" that results from "your work" under that "work contract." The coverage afforded to such people or organization will continue only for a period of thirty (30) days after the effective date of the applicable "work contract" or, until the end of the policy term, whichever is earlier. However, if you report to us within the 30-day period stated above the name of the person or organization, as well as the nature of the "work contract" involved, the coverage afforded under this Coverage Form to such people or organization shall continue until the expiration of this policy. This paragraph f. does not apply if form CG 70 48, Contractors Blanket Additional Insured Endorsement, is attached to the policy.

g. Any person or organization to whom you are obligated by virtue of a written contract to provide insurance such as is afforded by this policy, but only with respect to liability arising out of the maintenance or use of that part of any premises leased to you, including common or public areas about such premises if so required in the contract.

However, no such person or organization is an insured with respect to:

- (1) Any "occurrence" that takes place after you cease to occupy those premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

h. Any state or political subdivision but only as respects legal liability incurred by the state or political subdivision solely because it has issued a permit with respect to operations performed by you or on your behalf.

However, no state or political subdivision is an insured with respect to:

- (1) "Bodily injury", "property damage", and "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

i. Any person or organization who is the lessor of equipment leased to you to whom you are obligated by virtue of a written contract to provide insurance such as is afforded by this policy, but only with respect to their liability arising out of the maintenance, operation or use by you of such equipment.

However, no such person or organization is an insured with respect to any "occurrence" that takes place after the equipment lease expires.

j. Any architect, engineer, or surveyor engaged by you but only with respect to liability arising out of your premises or "your work."

However, no architect, engineer, or surveyor is an insured with respect to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specification; or
- (2) Supervisory, inspection, or engineering services.

This paragraph j. does not apply if form CG 70 48, Contractors Blanket Additional Insured Endorsement, is attached to the policy.

k. Any manager, owner, lessor, mortgagee, assignee or receiver of premises, including land leased to you, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises or land leased to you.

However, no such person or organization is an insured with respect to:

- (1) Any "occurrence" that takes place after you cease to occupy that premises; or cease to lease the land; or
- (2) Structural alteration, new construction or demolition operations performed by or on behalf of that person or organization.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded until the end of the policy period.
- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- d. Coverage A does not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

4. Any person or organization (referred to below as vendor) with whom you agreed, because of a written contract or agreement to provide insurance, is an insured but only with respect to "bodily injury" or "property damage" arising out of "your products" that are distributed or sold in the regular course of the vendor's business.

However, no such person or organization is an insured with respect to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement.
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in "your product" made intentionally by the vendor;
- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of "your products";
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of "your product";
- g. "Your products" which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

This insurance does not apply to any insured person or organization from which you have acquired "your products", or any ingredient, part of container, entering into, accompanying or containing "your products".

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

11. INCIDENTAL MALPRACTICE LIABILITY

As respects provision 10., SECTION II - WHO IS AN INSURED, paragraph 2.a.(1)(d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide medical or paramedical services, provided that you are not engaged in the business or occupation of providing such services, and your "employee" does not have any other insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

Under SECTION III - LIMITS OF INSURANCE, provisions 12. and 13. of this endorsement amend the policy as follows:

12. AGGREGATE LIMITS PER PROJECT

The General Aggregate Limit applies separately to each of your construction projects away from premises owned by or rented to you.

13. INCREASED MEDICAL PAYMENTS LIMIT AND REPORTING PERIOD

- A. The requirement under SECTION I - COVERAGE C MEDICAL PAYMENTS that expenses be incurred and reported to us within one year of the date of the accident is changed to three years.
- B. SECTION III - LIMITS OF INSURANCE, paragraph 7., the Medical Expense Limit, is subject to all of the terms of SECTION III - LIMITS OF INSURANCE and is the greater of:
 - 1. \$10,000; or
 - 2. The amount shown in the Declarations for Medical Expense Limit.
- C. This provision 13. does not apply if COVERAGE C MEDICAL PAYMENTS is excluded either by the provisions of the Coverage Form or by endorsement.

14. LEGAL LIABILITY (SPECIFIC PERILS)

- A. The word fire is changed to "specific perils" where it appears in:
 - 1. The last paragraph of SECTION I - COVERAGE A, paragraph 2. Exclusions;
 - 2. SECTION IV, paragraph 4.b. Excess Insurance.
- B. The Limits of Insurance shown in the Declarations will apply to all damage proximately caused by the same event, whether such damage results from a "specific peril" or any combination of "specific perils."
- C. The Damage To Premises Rented To You Limit described in SECTION III - LIMITS OF INSURANCE, paragraph 6., is replaced by a new limit, which is the greater of:

1. \$300,000; or
 2. The amount shown in the Declarations for Damage To Premises Rented To You Limit.
- D. This provision 14. does not apply if the Damage To Premises Rented To You Liability of SECTION I - COVERAGE A is excluded either by the provisions of the Coverage Form or by endorsement.

Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, provisions 15. through 17. of this endorsement amend the policy as follows:

15. KNOWLEDGE OF OCCURRENCE

Under 2. Duties In The Event Of Occurrence, Offense, Claim, Or Suit, paragraph a. is deleted and replaced and paragraphs e. and f. are added as follows:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense, regardless of the amount, which may result in a claim. Knowledge of an "occurrence" or an offense by your "employee(s)" shall not, in itself, constitute knowledge to you unless one of your partners, members, "executive officers", directors, or managers has knowledge of the "occurrence" or offense. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- e. If you report an "occurrence" to your workers compensation carrier that develops into a liability claim for which coverage is provided by the Coverage Form, failure to report such an "occurrence" to us at the time of the "occurrence" shall not be deemed a violation of paragraphs a., b., and c. above. However, you shall give written notice of this "occurrence" to us as soon you become aware that this "occurrence" may be a liability claim rather than a worker's compensation claim.
- f. You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":
 - (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;
 - (2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under the insurance.

16. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph 6. Representations is deleted and replaced with the following:

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us;
- c. We have issued this policy in reliance upon your representations; and
- d. This policy is void in any case of fraud by you as it relates to this policy or any claim under this policy.

We will not deny coverage under this coverage part if you unintentionally fail to disclose all hazards existing as of the inception date of this policy. You must report to us any knowledge of an error or omission in the description of any premises or operations intended to be covered by the Coverage Form as soon as practicable after its discovery. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

17. BLANKET WAIVER OF SUBROGATION

Paragraph 8. Transfer of Rights Of Recovery Against Others To Us is deleted and replaced with the following:

8. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. However, if the insured has waived rights to recover through a written contract, or if "your work" was commenced under a letter of intent or work order, subject to a subsequent reduction to writing with customers whose customary contracts require a waiver, we waive any right of

recovery we may have under this Coverage Form.

18. MOBILE EQUIPMENT REDEFINED

Under SECTION V - DEFINITIONS, paragraph 12. "Mobile equipment", paragraph f. (1) does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

19. LIMITED ELECTRONIC DATA LIABILITY

A. The following paragraph is added to Section III - Limits Of Insurance:

Subject to 5. above, the most we will pay under Coverage A for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is \$25,000.

B. For this provision 20. only, Section V - Definitions, paragraph 17. "Property Damage" is replaced by the following:

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- c. Loss of "electronic data". Loss of "electronic data" means loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

20. DEFINITIONS

1. SECTION V - DEFINITIONS, paragraph 4. "Coverage territory" is replaced by the following definition:

"Coverage territory" means anywhere in the world with respect to liability arising out of "bodily injury," "property damage," or "personal and advertising injury," including "personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication provided the insured's responsibility to pay damages is determined in a settlement to which we agree or in a "suit" on the merits, in the United States of America (including its territories and possessions), Puerto Rico and Canada.

2. SECTION V - DEFINITIONS is amended by the addition of the following definitions:

"Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media used with electronically controlled equipment.

"Product Recall" expenses mean only reasonable and necessary extra costs, which result from or are related to the recall or withdrawal of "your product" for:

- a. Telephone and telegraphic communication, radio or television announcements, computer time and newspaper advertising;
- b. Stationery, envelopes, production of announcements and postage or facsimiles;
- c. Remuneration paid to regular employees for necessary overtime or authorized travel expense;
- d. Temporary hiring by you or by agents designated by you of persons, other than your regular employees, to perform necessary tasks;
- e. Rental of necessary additional warehouse or storage space;
- f. Packaging of or transportation or shipping of defective products to the location you designate; and
- g. Disposal of "your products" that cannot be reused. Disposal expenses do not include:

- (1) Expenses that exceed the original cost of the materials incurred to manufacture or process such product; and

- (2) Expenses that exceed the cost of normal trash discarding or disposal, except as are necessary to avoid "bodily injury" or "property damage".

"Specific Perils" means fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; weight of snow, ice or sleet; or "water damage".

"Water damage" means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.

"Work contract" means a written agreement between you and one or more parties for work to be performed by you or on your behalf.

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13
(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.) This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

"As needed by contract and shown on certificate of insurance on file with company"

"This endorsement is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas and Utah."

"This endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri Statutes, a contractual provision purporting to waive subrogation rights is against public policy and void where one party to the contract is an employer in the construction group of code classifications."

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

| | | | |
|-----------------------|-------------------------|------------|-----------------|
| Endorsement Effective | Policy No. | Premium \$ | Endorsement No. |
| Insured | | | |
| Insurance Company | Countersigned by: _____ | | |



Bond No. 2889237

Ohio

AIA Document A312

Performance Bond

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

CONTRACTOR (Name and Address):

Construction Solutions of Illinois, Inc.
12540 South Holiday Drive
Alsip, IL 60803

OWNER (Name and Address):

Village of Orland Park
14650 Ravina Avenue
Orland Park, IL 60462

CONSTRUCTION CONTRACT

Date: March 16, 2010

Amount: (\$310,123.00) Three Hundred Ten Thousand One Hundred Twenty Three Dollars and 00/100

Description (Name and Location): Old Police Dept. Rehabilitation.

SURETY (Name and Principal Place of Business):

GREAT AMERICAN INSURANCE COMPANY
580 WALNUT STREET
CINCINNATI, OHIO 45202

BOND

Date (Not earlier than Construction Contract Date): March 17, 2010

Amount: (\$310,123.00) Three Hundred Ten Thousand One Hundred Twenty Three Dollars and 00/100

Modifications to this Bond: None See Page 3

CONTRACTOR AS PRINCIPAL

Company:

Construction Solutions of Illinois, Inc.

SURETY GREAT AMERICAN INSURANCE COMPANY

(Corporate Seal)

(Corporate Seal)

Signature:

Name and Title:



Signature:

Name and Title:

Rene' Roulo
Attorney-in-Fact

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

The Horton Group
10320 Orland Parkway
Orland Park, IL 60467
708-845-3000

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses, the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2 or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or

within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount

payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: _____ (Corporate Seal)

SURETY GREAT AMERICAN INSURANCE COMPANY
Company: _____ (Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:



GREAT AMERICAN INSURANCE COMPANY
Ohio

Bond No.
2889237

CAUTION: You should use an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

AIA Document A312

Payment Bond

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

CONTRACTOR (Name and Address):

Construction Solutions of Illinois, Inc.
12540 South Holiday Drive
Alsip, IL 60803

SURETY (Name and Principal Place of Business):

GREAT AMERICAN INSURANCE COMPANY
580 WALNUT STREET
CINCINNATI, OHIO 45202

OWNER (Name and Address):

Village of Orland Park
14650 Ravina Avenue
Orland Park, IL 60462

CONSTRUCTION CONTRACT

Date: March 16, 2010

Amount: \$310,123.00

Three Hundred Ten Thousand One Hundred Twenty Three Dollars and 00/100

Description (Name and Location): Old Police Dept. Rehabilitation.

BOND

Date (Not earlier than Construction Contract Date): March 17, 2010

Amount: 310,123.00

Three Hundred Ten Thousand One Hundred Twenty Three Dollars and 00/100

Modifications to this Bond:

None

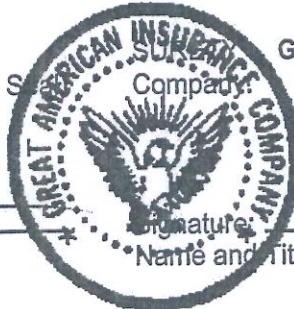
See Page 6

CONTRACTOR AS PRINCIPAL

Company: Construction Solutions of Illinois, Inc. (Corporate Seal)

GREAT AMERICAN INSURANCE COMPANY (Corporate Seal)

Signature:
Name and Title:



Signature: Rene' Roulo
Name and Title: Rene' Roulo
Attorney-in-Fact

(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY--Name, Address and Telephone)

AGENT or BROKER:

The Horton Group

10320 Orland Parkway

Orland Park, IL 60467

708-845-3000

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant; with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2 (iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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. The intent is that this

Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the

Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

1. Paragraph 5 above shall be amended to delete the word "or" and insert the word "and" in its place.
2. Paragraph 6 above is deleted in its entirety and replaced with the following:

"6. After the Claimant has satisfied the conditions of Paragraph 4 and submitted all supporting documentation and any proof of claim requested by the Surety, then the Surety shall, with reasonable promptness, (1) notify the Claimant of the amounts that are undisputed and the basis for challenging any amounts that are disputed, including, but not limited to, the lack of substantiating documentation to support the claim as to entitlement or amount, and (2) pay or make arrangements for payment of any undisputed amount. The failure of the Surety to timely discharge its obligations under this paragraph or to dispute or identify any specific defense to all or any part of a claim shall not be deemed to be an admission of liability by the Surety as to such claim or otherwise constitute a waiver of the Contractor's or Surety's defenses to, or right to dispute, such claim."

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: _____ (Corporate Seal)

SURETY **GREAT AMERICAN INSURANCE COMPANY**
Company: _____ (Corporate Seal)

Signature: _____
Name and Title:
Address:

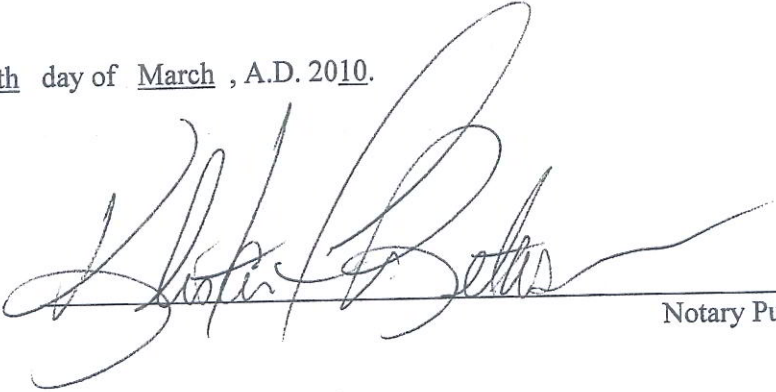
Signature: _____
Name and Title:
Address:

STATE OF ILLINOIS
COUNTY OF WILL

I, Kristan F. Retusnic, a Notary Public in and for the state and county aforesaid, do hereby certify that Rene' Roulo of Orland Park, Illinois who is personally known to me, appeared before me this day and acknowledged that she signed, sealed and delivered the foregoing instrument as her free and voluntary act as Attorney-in-Fact of the Great American Insurance Company, and as the free and voluntary act of the Great American Insurance Company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 17th day of March, A.D. 2010.

My commission expires September 9, 2012.
NOTARIAL JURAT



Notary Public



GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 580 WALNUT STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than

No. 0

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute in behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company 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 |
|-------------|----------------|-----------------|
| Rene' Roulo | Orland Park IL | \$75,000,000.00 |

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

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 17th day of March, 2010
GREAT AMERICAN INSURANCE COMPANY



Assistant Secretary

Divisional Senior Vice President

DAVID C. KITCHIN (513-412-4602)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 17th day of March, 2010, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is the Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



KAREN L. GROSHEIM
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 02-20-11

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated March 1, 1993.

RESOLVED: That the Division President, the several Division Vice Presidents and Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract or suretyship, or other written obligation 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 though manually affixed.

CERTIFICATION

I, RONALD C. HAYES, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of March 1, 1993 have not been revoked and are now in full force and effect.

Signed and sealed this 17th day of March, 2010



Assistant Secretary