

STATE OF WISCONSIN

CIRCUIT COURT
CIVIL DIVISION

MILWAUKEE COUNTY

CREATIVE CONSTRUCTORS LLC
N83 W13430 Leon Road
Menomonee Falls, Wisconsin 53051,

Plaintiff,

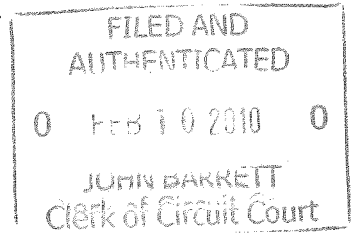
v.

MILWAUKEE COUNTY
c/o County Clerk
Milwaukee County Courthouse
901 North 9th Street, Room 105
Milwaukee, Wisconsin 53233,

Defendant.

Case No. _____

Case Code: 30301
30303
30304



SUMMONS

HON. TIMOTHY M. WITKOWIAK, BR. 22

CIVIL A

THE STATE OF WISCONSIN, To each person named above as a Defendant:

You are hereby notified that the Plaintiff named above has filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

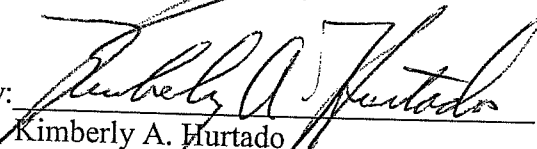
Within 45 days of receiving this summons, you must respond with a written answer, as that term is used in chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is Milwaukee County Courthouse, 901 N. 9th St., Milwaukee, Wisconsin 53233, and to Hurtado S.C., Plaintiff's attorneys, whose address is 10700 Research Drive, Suite Four, Wauwatosa, Wisconsin 53226. You may have an attorney help or represent you.

If you do not provide a proper answer within 45 days, the court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 10th day of February, 2010.

HURTADO, S.C.
Attorneys for Plaintiff
Creative Constructors LLC

By:



Kimberly A. Hurtado
State Bar No. 1006335
Matthew J. Price
State Bar No. 1021922
Brian R. Zimmerman
State Bar No. 1072563

P.O. Address

10700 Research Drive, Suite Four
Wauwatosa, WI 53226
Phone: (414) 727-6250
Fax: (414) 727-6247
khurtado@hurtadosc.com

STATE OF WISCONSIN

CIRCUIT COURT
CIVIL DIVISION

MILWAUKEE COUNTY

100V 2010 036

CREATIVE CONSTRUCTORS LLC
N83 W13430 Leon Road
Menomonee Falls, Wisconsin 53051,

Plaintiff,

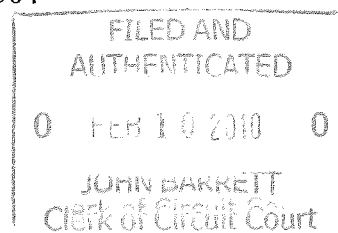
v.

Case No. _____

Case Code: 30301
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30304

MILWAUKEE COUNTY
c/o County Clerk
Milwaukee County Courthouse
901 North 9th Street, Room 105
Milwaukee, Wisconsin 53233,

Defendant.



COMPLAINT OF CREATIVE CONSTRUCTORS LLC

NOW COMES the Plaintiff, Creative Constructors LLC, by its attorneys, Hurtado, S.C., as and for its Complaint against Defendant, Milwaukee County, and alleges and shows to the Court as follows:

PARTIES

1. Plaintiff, Creative Constructors, LLC (“Creative”), is a limited liability company duly organized under and by virtue of the laws of the State of Wisconsin, with its principal place of business at N83 W13430 Leon Road, Menomonee Falls, Wisconsin 53051, and is a general contractor in the business of providing construction services, labor, equipment and materials.

2. Defendant, Milwaukee County (the “County”), is a body politic and a body corporate organized under and by virtue of the laws of the State of Wisconsin, with its business offices at 901 North 9th Street, Milwaukee, Wisconsin 53233-1425.

JURISDICTION AND VENUE

3. This Court has jurisdiction over the County pursuant to WIS. STAT. § 801.05(1)(d) and as otherwise provided by law.

4. Venue is proper in this Court because Milwaukee County is the county where the County sits and engages in substantial business activities, and where the Project for which Creative provided its Work that is the subject of this action is located.

5. This matter is properly before the Civil Division of this Court because the amount in controversy in this Complaint exceeds the sum of \$5,000, exclusive of interest and costs.

COUNT I – BREACH OF CONTRACT

6. Creative realleges and incorporates Paragraphs 1 through 5 above as though fully set forth herein.

7. On or about February 2, 2004, Creative entered into a written contract (the “Agreement”) with the County under which Creative agreed to provide certain construction labor and materials (collectively, the “Work”) for the “General Mitchell International Airport ‘D’ Concourse Security Checkpoint Expansion, Contract #1, General Construction” project (the “Project”). A true and correct copy of the Agreement is attached as Exhibit A.

8. The Agreement incorporates by reference the “Contract Documents,” which include a custom-modified AIA A201-1997 General Conditions of the Contract for Construction (the “General Conditions”) and Document 00800 of the Project Manual, the Supplementary Conditions (“Supplementary Conditions”). True and correct copies of portions of the General Conditions and Supplementary Conditions pertinent to this dispute are attached hereto as Exhibit B and Exhibit C, respectively.

9. Article 7.1.1 of the General Conditions permitted the County to make changes in the scope of Creative's Work which were to be documented, "by Change Order, Construction Change Directive or order for a minor change in the Work...."

10. Under Article 7.1.2 of the General Conditions, "[a] Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor...."

11. Article 7.3.2 of the General Conditions provided that "a Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order."

12. During the Project, the County requested numerous extras and changes to the scope of Creative's Work ("Changes"), which ultimately were reduced to writing as 17 Change Orders and 51 Allowance Authorizations, and which increased the Project Price paid to Creative by \$483,852.47. All of the Change Orders and Allowance Authorizations were approved by the County only after Creative's construction Work on the Changes was completely finished. Even though there was an absence of total agreement on the terms for many changes, the County failed and refused to issue Construction Change Directives for any of the Changes.

13. Due to the additional Work required under the approved Change Orders and Allowance Authorizations, the County authorized 97 days of Project schedule extension for Substantial Completion of Creative's Work.

14. Article 7.3.6 of the General Conditions required the County to reimburse Creative for its overhead expenses due to Changes, including reimbursement for "additional costs of supervision and field office personnel directly attributable to the change" and for "costs of premiums for all bonds and insurance...." ("Contractual Overhead Expenses").

15. When Creative initially presented Change Orders and Allowance Authorizations to the County that included Contractual Overhead Expenses attributable to Changes, the County rejected them in entirety.

16. Articles 9.7.1 and 13.6.1 of the Supplementary Conditions required that if Creative was not paid within 30 days after receipt and acceptance of a properly completed Application for Payment or receipt and acceptance of property or service, whichever is later, the County was to pay interest on unpaid balances at the rate specified in WIS. STAT. § 71.82(1)(a), of 12% per year (or 1.0% per month), compounded monthly.

17. The County on numerous occasions issued payments more than 30 days after its receipt and acceptance of Creative's properly completed Application for Payment.

18. As a result of the County's breaches of the Agreement, Creative has been damaged in an amount of \$44,959.30 for unreimbursed Contractual Overhead Expenses plus contractually-required interest as of February 8, 2010, of \$69,231.43, for a total of \$114,190.73 as of February 8, 2010, with interest continuing thereafter at a rate of 1.0% compounded monthly thereon until paid in full.

COUNT II – BREACH OF CONTRACT: BREACH OF IMPLIED DUTY OF GOOD FAITH AND FAIR DEALING

19. Creative realleges and incorporates Paragraphs 1 through 18 above as though fully set forth herein.

20. The duty of good faith and fair dealing is an implied condition of the parties' Agreement.

21. The terms in the Agreement regarding the issuance of Construction Change Directives (General Conditions Article 7.1), permitting payment for undisputed portions of Construction Change Directives in Applications for Payment (General Conditions Article 7.3.8), reimbursement of Contractual Overhead Expenses on Changes (General Conditions Article 7.3.6), and interest on past due payments (Supplementary Conditions Articles 9.7.1 and 13.6.1) (collectively, the "Payment and Overhead Recovery Terms") were provisions prepared by the County in the written contract it offered to Creative for the Project, rather than provisions Creative requested or further negotiated for inclusion at the time the parties entered into the Agreement.

22. Creative relied on the Payment and Overhead Recovery Terms in entering into the Agreement with the County.

23. During the course of performance of the Work, the County's representatives repeatedly verbally directed Creative at the Project site to perform Changes that included addressing problems and flaws in the Project designs, such as addressing existing as-built conditions not properly depicted in the Project designs, which significantly changed the scope of Creative's Work.

24. Creative, in good faith reliance on the Construction Change Directive provisions of the parties' Agreement, undertook the extra Changes, resulting in Creative and its subcontractors undertaking more than \$480,000.00 of additional Work, including altering its work schedule from typically one shift per day, to two and sometimes three shifts working around the clock to meet the County's demands, and extending the total time of performance of the Work by more than three months.

25. Contrary to the Agreement terms, the County repeatedly and willfully engaged in the following activities during performance of Creative's Work:

A. The County refused to allow Creative to invoice for the verbally requested Changes under the Construction Change Directive process, and instead required each of the Changes to be fully performed in the field and a Change Order or Allowance Authorization be fully executed by the parties before Creative could include it in an Application for Payment.

B. The County repeatedly delayed processing Requests for Change Orders and Allowance Authorizations, in multiple instances taking longer than 90 days after a Request for Change was initially submitted to the County for approval. For many of the Changes, this process resulted in Creative being delayed payment more than five months after the Change work was completed and approved before it could first even include the requested and approved Changes in its Applications for Payment.

C. The County refused to allow Contractual Overhead Expenses attributable to the Changes to be invoiced in Change Orders or Allowance Authorizations, repeatedly rejecting, and further delaying payment on any Changes where Creative tried to submit such costs, in spite of Creative raising to the County's attention in writing and at job Progress Meetings attended by County representatives and the County's Architect, that these costs were expressly recoverable under the parties' Agreement.

D. The County refused to allow reimbursement of bond and insurance costs for Work performed under Allowance Authorizations while permitting reimbursement of those costs under Changes characterized as Change Orders, despite the two characterizations being effectively identical under the Agreement.

E. The County sidestepped and refused to follow the ordinary process of Architect review of Changes as set forth in the Agreement, and instead engaged in a pattern and practice of direct review of Changes intended to further delay processing of both Change Orders/Allowance Authorizations and Applications for Payment.

F. The County thereafter repeatedly delayed the processing of Applications for Payment, in multiple instances rejecting Applications submitted by Creative because they contained technical errors, such as the omission of a couple of cents on a line item, or because they included Change costs recoverable under the Construction Change Directive provisions that had not been reduced to a signed Change Order or Allowance Authorization. In many instances, this resulted in Applications for Payment conveniently being rejected such that the corrected Application could first be given to the County after the monthly deadline for processing it, thereby causing another month to pass before it would be approved for payment by the County.

G. Even after the County accepted Applications for Payment and approved them, it then delayed payment beyond the Agreement terms, and ignored and refused to honor the requirements for payment of interest due under the Agreement for late payment.

H. The County thereafter repeatedly delayed settlement negotiations and contractual dispute resolution activities with Creative in an effort to deter and foreclose its rightful recovery of its claims.

26. The bad faith, dilatory actions and omissions by the County in failing to adhere to the Payment and Overhead Recovery Terms in the Agreement evaded the spirit of the parties' contractual bargain as the County engaged in a willful rendering of imperfect performance of the Agreement. This created extreme financial hardship to Creative and its subcontractors by coercively manipulating Creative to submit, under protest, Change Orders, Allowance

Authorizations and Applications for Payment without Contractual Overhead Expenses to which it was entitled. This financial manipulation of Creative was undertaken by the County to bolster the appearance in the paper records for the Project of agreement or acquiescence to the County's evasion of the Agreement's express Payment and Overhead Recovery Terms.

27. The County breached its duty of good faith and fair dealing in the performance of the Agreement by willfully rendering imperfect performance, failing to cooperate with Agreement procedures, evading the spirit of the bargain, abusing its contractual obligations, and intentionally frustrating the intent of the bargained-for process for approving amounts properly owed for Changes and Applications for Payment, by its repeated and intentional failures to follow the processes for Changes as provided in the Agreement, failing to promptly process and pay for Changes and Applications for Payment, and failing to make timely payment when due under the Agreement.

28. The effect of the County's breach of the duty of good faith and fair dealing in the Agreement has destroyed and injured Creative's rights to receive the fruits of its contract. As a result, Creative has been damaged in an amount of \$44,959.30 for unreimbursed Contractual Overhead Expenses plus contractually-required interest as of February 8, 2010, of \$69,231.43, for a total of \$114,190.73 as of February 8, 2010, with interest continuing thereafter at a rate of 1.0% compounded monthly thereon until paid in full.

COUNT III – QUANTUM MERUIT (CONTRACT IMPLIED-IN-FACT)

29. Creative realleges and incorporates Paragraphs 1 through 28 above as though fully set forth herein.

30. Beginning on or about February 2, 2004, in addition to Changes under the Agreement, the County requested that Creative provide and perform additional supervisory services to correct problems with Project designs.

31. Creative fully and properly performed these supervisory services related to the design deficiencies.

32. The County accepted these services performed by Creative, and retained and used same for its benefit.

33. Creative has made demands of the County for payment of the full value of its supervisory services related to defective designs.

34. Despite Creative's demands, the County has refused to pay Creative for the full value of these services.

35. The failure of the County to pay Creative for the full value of its services constitutes a breach of contract implied-in-fact (*quantum meruit*).

36. As a consequence of the County's failure to pay Creative the full value of its services, the County is liable to pay Creative for the reasonable value of its unpaid services in an amount to be determined at trial, but which is reasonably believed to be not less than \$44,959.30.

COUNT IV – UNJUST ENRICHMENT

37. Creative realleges and incorporates Paragraphs 1 through 36 above as though fully set forth herein.
38. The Changes performed by Creative on the Project conferred a benefit upon the County.
39. The County was aware of the Changes that Creative provided, as the County expressly requested each of them.
40. The County accepted the Changes performed by Creative, approved them as they were completed, and retained and used the same for its own benefit.
41. The County received the benefit of the Changes provided by Creative without fully compensating Creative for them, such that it would be inequitable for the County to retain that benefit.
42. Creative is entitled to an award equal to the amount of the County's unjust enrichment so as to divest the inequitable benefit from the County and return it to its rightful owner.
43. Creative is entitled to damages equal to the benefit conferred upon the County in an amount to be determined by the trier of fact.

**SATISFACTION OF PROCEDURAL PREREQUISITES FOR
ACTION AGAINST THE COUNTY**

44. Creative realleges and incorporates Paragraphs 1 through 43 above as though fully set forth herein.

45. Throughout the Project and continuing thereafter, Creative made numerous requests to the County for reimbursement of Contractual Overhead Expenses and payment of interest on late payments.

46. Throughout the Project, and continuing for months thereafter, the County, on numerous occasions, discussed and negotiated with Creative the claims for Contractual Overhead Expenses, and interest on late payments, requesting and receiving extensive supporting records confirming Creative's unreimbursed time and materials expended, specifically:

A. On March 11, 2004, Creative met at a Progress Meeting during performance of the Work with the County's representatives and Architect at which reimbursement of Contractual Overhead Expenses were discussed.

B. In e-mail correspondence, dated May 24, 2004, the County's representative advised Creative that for "CCI PM and Superintendent time being claimed [Creative] must submit written certifications specific for each certification item."

C. Despite the May 24, 2004 e-mail correspondence, the County thereafter rejected and refused to reimburse Creative for any of its fully documented Contractual Overhead Expenses attributable to Changes and Allowance Authorizations.

D. On August 2, 2004, Creative sent a second notice to the County confirming the contractual provisions in the Agreement entitling it to reimbursement and seeking payment for Contractual Overhead Expenses for the Changes.

E. The County did not respond to the August 2, 2004 notice.

F. On September 1, 2004, Creative sent a claim to the Project Architect, as required under the parties' Agreement, informing the Architect of the County's initial rejection of reimbursement of Contractual Overhead Expenses for Changes and requesting the Architect's decision regarding the contractual obligation of the County to pay these costs.

G. The Architect did not furnish a response to Creative's September 1, 2004 claim within 30 days after receipt of Creative's claim.

H. After the Work, including the Changes, was Substantially Complete and the full amounts of Contractual Overhead Expenses became known and fixed, Creative submitted Request for Change Order Number 60, dated December 15, 2004, to the County itemizing supervision costs for its Work due to Changes, Change Order Number 61-R, dated January 10, 2005, to the County itemizing interest on late payments made to Creative by the County, and Change Order Number 66, dated March 9, 2005, to the County itemizing bond and insurance costs for its Work due to Changes.

I. The County on several occasions thereafter requested additional information regarding Requests for Change Orders Numbers 60, 61-R, and 66, but did not provide a written response approving or denying the proposed Change Orders.

47. In compliance with Article 4.5.2 of the General Conditions, on June 22, 2009, Creative filed a "Demand for Mediation" with the American Arbitration Association ("AAA"), pursuant to the Construction Industry Dispute Resolution Procedures of AAA, seeking recovery of the Contractual Overhead Expenses and interest it was owed.

48. On August 13, 2009, Creative was advised by AAA that the County had unilaterally responded solely to AAA on June 26, 2009 and denied the Demand for Mediation, advising it would not submit to mediation with AAA.

49. On August 13, 2009, Creative, through its counsel, asked the County whether it would submit to mediation with a different independent neutral mediator unaffiliated with AAA, to be mutually agreed by the parties.

50. On August 13, 2009, the County responded it would request approval from the individuals within the County necessary to decide whether the County would participate in mediation and would inform Creative of its decision.

51. On January 7, 2010, after months of negotiations regarding acceptable mediators, the County provided Creative with the *curriculum vitae* “of a mediator acceptable to the County.”

52. On or about, January 18, 2010, Creative and the County agreed to and scheduled mediation, which was to take place on February 2, 2010, with Attorney Carl A. Sinderbrand as Mediator.

53. On the afternoon of January 29, 2010, less than two business days before the scheduled mediation, the County demanded that Creative sign a “Mutual Consent to Engage in Settlement Negotiations” and deliver it to the County before 10:00 A.M. on February 1, 2010 or the County would not participate in the mediation as scheduled.

54. The “Mutual Consent to Engage in Settlement Negotiations” sought to recharacterize the parties’ mediation as mere “settlement negotiations,” despite several months of prior discussions and agreements referring specifically to scheduling “mediation” and selection of a “mediator.” The County’s purpose in securing this document, not required by the Agreement, was to bolster a procedural defense to reject Creative’s claims.

55. Upon Creative's refusal to execute the "Mutual Consent to Engage in Settlement Negotiations" on February 1, 2010, the County cancelled its participation in the mediation and asserted for the first time that Creative was not entitled to mediation under the Agreement.

56. By its conduct, the County has exercised its right under the Agreement to require Creative's claims to be resolved via litigation rather than mediation and arbitration.

57. Creative has complied with all contractual prerequisites of the Agreement to bringing this action against the County.

58. During the Project, the County had actual notice of Creative's claims for Contractual Overhead Expenses, and interest on late payments.

59. Creative's claims arise as the result of Work performed for, or contemporaneously with, the Project.

60. The County, as owner, administered the Agreement and Creative's payment, as well as overseeing Creative's Work, including the Changes.

61. Within 120 days of the County's Architect not providing an initial decision approving or denying the Requests for Change Orders Numbered 60, 61-R, and 66 by the 30 day deadline required in the parties' Agreement, Creative, on May 5, 2005, sent Notice of its claims to the County, pursuant to WIS. STAT. §§ 893.80(1)(a) and (b), containing an itemized statement of its claims for Contractual Overhead Expenses and interest, signed by counsel for Creative and presented to Attorney Timothy Karaskiewicz, Milwaukee County Principal Assistant Corporation Counsel (the "Notice of Claim"). A true and correct copy of the Notice of Claim is attached as Exhibit D.

62. The County did not serve on Creative a notice of disallowance of the Notice of Claim by registered or certified mail within 120 days after presentation of the Notice of Claim.

63. The County's failure to serve on Creative a notice of disallowance of the Notice of Claim in compliance with WIS. STAT. § 893.80(1g) within 120 days after presentation of the Notice of Claim is a disallowance.

64. A revised Notice of Creative's claims to the County, dated January 3, 2008, containing a revised itemized statement of Creative's claims for Contractual Overhead Expenses and interest was presented to Attorney Timothy Karaskiewicz (the "Revised Notice of Claim"). A true and correct copy of the Revised Notice of Claim is attached as Exhibit E.

65. The County did not serve on Creative a notice of disallowance of the Revised Notice of Claim by registered or certified mail within 120 days after presentation of the Revised Notice of Claim.

66. The County's failure to serve on Creative a notice disallowance of the Revised Notice of Claim in compliance with WIS. STAT. § 893.80(1g) within 120 days after presentation of the Revised Notice of Claim is a disallowance.

67. The County has had actual knowledge of Creative's claims for Contractual Overhead Expenses and interest costs, and has had ongoing discussions and negotiations with Creative regarding these claims.

68. Since the County failed to follow the requirements of WIS. STAT. § 893.80(1g) by not properly serving on Creative a notice of disallowance of the Notice of Claim or the Revised Notice of Claim, that subsection's six month limitation to commence actions on noticed claims, which only applies if a notice of disallowance is served on a claimant, does not apply here. *See Pool v. City of Sheboygan*, 300 Wis. 2d 74, 729 N.W.2d 415 (2007).

69. Creative has complied with all procedural, contractual, and statutory prerequisites to bringing this action against the County.

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WHEREFORE, Plaintiff, Creative Constructors LLC (“Creative”), seeks judgment against Defendant, Milwaukee County (the “County”), as follows:

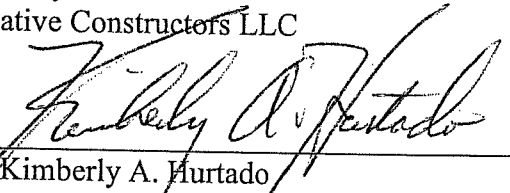
1. As to Count I (Breach of Contract) and Count II (Breach of Contract: Breach of Implied Duty of Good Faith and Fair Dealing) against the County, for a monetary judgment in favor of Creative in the amount of \$44,959.30 for unreimbursed Contractual Overhead Expenses plus contractually-required interest as of February 8, 2010, of \$69,231.43, for a total of \$114,190.73 as of February 8, 2010, with interest continuing thereafter at a rate of 1.0% compounded monthly thereon until paid in full.
2. As to Count III (*Quantum Meruit*) against the County, for damages in an amount to be determined at trial, but which are reasonably believed to be not less than \$44,959.30;
3. As to Count IV (Unjust Enrichment) against the County, for damages to be determined at trial;
4. For Creative’s statutory attorneys’ fees, costs and disbursements of this action; and

5. For such other and further relief as the Court may deem just and proper.

Dated this 10th day of February, 2010.

HURTADO, S.C.
Attorneys for Plaintiff
Creative Constructors LLC

By:



Kimberly A. Hurtado

State Bar No. 1006335

Matthew J. Price

State Bar No. 1021922

Brian R. Zimmerman

State Bar No. 1072563

P.O. Address

10700 Research Drive, Suite Four

Wauwatosa, WI 53226

Phone: (414) 727-6250

Fax: (414) 727-6247

khurtado@hurtadosc.com



Project Number A048-03001-1

AGREEMENT

Agency 120 Org. No. 1300 Object No. 8501
Project Code/Activity WA048011

This **AGREEMENT** made Feb. 2, 2004, between the Owner, Milwaukee County, and the Contractor, Creative Constructors, LLC of N83 W13430 Leon Road, Menomonee Falls, WI 53051 for General Mitchell International Airport "D" Concourse Security Checkpoint Expansion, Contract #1, General Construction.

The Contractor shall perform all the Work set forth in the Contract Documents which are incorporated herein by reference and defined in the project manual and described as follows:

Contract 1: General Construction
Consisting of Total Base Bid

The Owner shall pay the Contractor for the performance of the Work the sum of:

Two million five hundred ninety seven thousand three hundred sixty nine Dollars and fifty Cents (\$2,597,369.50), as provided in the Contract Documents.

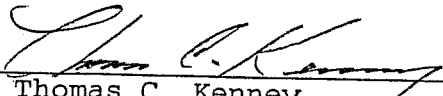
The actual amount to be paid will be determined by the work performed, calculated as specified in the Contract documents.

The Contractor shall commence work upon the date of the written Notice to Proceed and shall complete the work within the milestone and total durations as specified in the Contract Documents, Sections 00400, 00800, and 01100. Liquidated damages will be deducted from the amount due as provided in Contract Documents.

Complaint
EXHIBIT A

IN WITNESS WHERE OF, This Agreement executed the day and year first above written.

FOR MILWAUKEE COUNTY


Thomas C. Kenney
Acting Director of Public Works

*Jan
1/30/04*

2/2/04
(Date)

BY CONSULTANT/CONTRACTOR

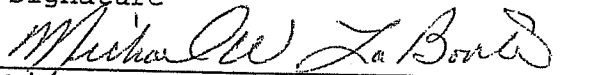
Creative Constructors, LLC
Contracting Firms Name

1/16/2004
(DATE)

Michael W. LaBonte', CEO
Title

C.E.O


Signature



Witnessed By




REVIEWED AS TO INSURANCE REQUIREMENTS


John R. Rath
Risk Manager

1-19-04
(DATE)

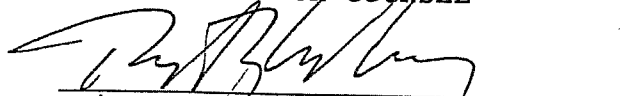
If Principal is a Corporation
IMPRINT CORPORATE SEAL

REVIEWED AS TO DISADVANTAGED
BUSINESS ENTERPRISE REQUIREMENTS
Approved with regards to
County Ordinance Chapter 42


Freida Webb
Director Disadvantaged Business
Development

01-26-04
(DATE)

APPROVED AS TO FORM AND
INDEPENDENT CONTRACTOR STATUS
BY CORPORATION COUNSEL


Timothy Karaskiewicz
Principal Assistant

1-27-04
(DATE)

CB File No. _____

Agreement prepared by: Airport Engineering

**AIRPORT SECURITY
CERTIFICATION**

Creative Constructors, LLC covenants and agrees that it will at all times maintain the integrity of the Airport Security Plan and comply with all laws, statues, rules, regulations and orders, including Federal Rules 49CFR1542, promulgated by any federal, state or local agency, authority, or officer, including the Federal Aviation Administration, the Federal Transportation Security Administration and the US Department of Justice.

Creative Constructors, LLC, its employees, agents, contractors subcontractors, suppliers, or merchantmen are expressly required at all times to comply, at contractor's or its employee's own expense, with all laws, statues, rules, regulations and orders, including Federal Rules 49CFR1542, promulgated by any federal, state or local agency, authority, or officer, including the Federal Aviation Administration, the Federal Transportation Security Administration and the US Department of Justice.

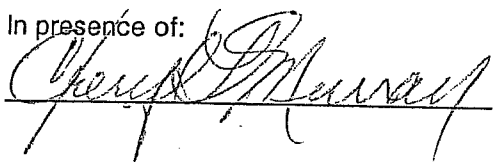
Should a penalty be imposed on County for an incident involving a breach of security by Creative Constructors, LLC or any of its employees, agents contractors, subcontractors, suppliers, or merchantmen then Creative Constructors, LLC agrees to reimburse County for any and all such penalties including, but not limited to, civil fines which may be imposed upon the County by any state, local or federal agency, or officer, including the Transportation Security Administration.

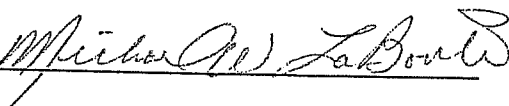
IN WITNESS WHEREOF, the said parties have caused these presents to be executed the day and year first above written.

CONTRACTOR

CREATIVE CONSTRUCTORS LLC
(Insert above corporate, partnership or individual's name)

In presence of:



By  1/16/2004
Date

Title Michael W. LaBonte', CEO

By _____
Date

Title _____

**PUBLIC IMPROVEMENT
PERFORMANCE/LABOR AND MATERIAL
PAYMENT BOND**
(PURSUANT TO SECTION 779.14 WISCONSIN STATUTES)

KNOW ALL BY THESE PRESENTS: that Creative Constructors LLC

as Principal, herein called Principal, and, Merchants Bonding Company

(address of Surety) 2100 Fleur Dr., Des Moines IA 50321

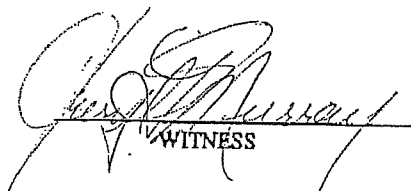
duly authorized and licensed to do business in the State of Wisconsin, as Surety, hereinafter called Surety, are held and firmly bound unto **MILWAUKEE COUNTY**, as obligee, hereinafter called owner, for the use and benefit of claimants as hereinafter provided in the amount of Two Million Five Hundred Ninety-Seven Thousand Three Hundred Sixty Nine & 50/100----

Dollars (\$ 2,597,369.50 for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has written agreement dated January 15, 2004, entered into a contract with Owner for in accordance with drawings and specifications prepared by/for **MILWAUKEE COUNTY** which contract is by reference made a part of hereof and is required by Section 779.14, Wisconsin Statutes. The said written agreement, drawings, specifications and amendments are hereinafter referred to as the Contract. **NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION**, as required by Section 779.14, Wisconsin Statutes, is such that, if the Principal shall faithfully perform the said contract and pay every person entitled thereto for all the claims for labor performed and materials furnished under the Contract, to be used or consumed in making the public improvements or performing the public work as provided in the Contract, then this obligation shall be null and void; otherwise is shall remain in full force and effect, subject, however, to the following conditions: 1) No assignment, modification or change of the Contract, or change in the work covered thereby, or any extension of time for the completion of the Contract shall release the sureties on the bond. 2) Not later than one year after the completion of work under the Contract, any party in interest may maintain an action in his own name against the Principal and the Surety upon this bond for the recovery of any damages he may have sustained by reason of the failure of the Principal to comply with the Contract or with the Contract between the Principal and his subcontractors. If the amount realized on this bond is insufficient to satisfy all claims of the parties in full, it shall be distributed among the parties pro rata.


Signed and sealed this 15th day of January, 2004

IN THE PRESENCE OF:


WITNESS

Clara M Borck
WITNESS

Creative Constructors LLC
NAME OF PRINCIPAL

By  (Seal)
Title: Michael W. LaBonte, CEO
Merchants Bonding Company

NAME OF SURETY
By: Debbra A. Hinkes (Seal)
Title: Debbra A. Hinkes,
Attorney-in-Fact

Merchants Bonding Company

(Mutual)

POWER OF ATTORNEY

Bond No.

Know All Persons By These Presents, that the MERCHANTS BONDING COMPANY (MUTUAL), a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

Debbra A. Hinkes, Charles L. Schiltz, Pamela M. Hineman, Robert M. Tortelli

of New Berlin and State of Wisconsin Its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

TWO MILLION (\$2,000,000.00) DOLLARS

and to bind the MERCHANTS BONDING COMPANY (MUTUAL) thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the MERCHANTS BONDING COMPANY (MUTUAL), and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following Amended Substituted and Restated By-Laws adopted by the Board of Directors of the MERCHANTS BONDING COMPANY (MUTUAL) on November 16, 2002.

ARTICLE II, SECTION 8 - The Chairman of the Board or President or any Vice President or Secretary shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

ARTICLE II, SECTION 9 - The signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed.

In Witness Whereof, MERCHANTS BONDING COMPANY (MUTUAL) has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 1st day of January, 2003.



MERCHANTS BONDING COMPANY (MUTUAL)

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 1st day of January, 2003, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.

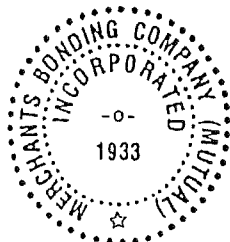


Marilyn Boyd
Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL), do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said MERCHANTS BONDING COMPANY (MUTUAL), which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Company on this 15th day of January 2004



William Warner Jr.
Secretary

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE
FOR MILWAUKEE COUNTY CONTRACTS

In accordance with Section 56.17 of the Milwaukee County General Ordinances and Title 41 of the Code of Federal Regulations, Chapter 60, SELLER or SUCCESSFUL BIDDER or CONTRACTOR or LESSEE or (Other-specify) Contractor (Henceforth referred to as VENDOR) certifies to MILWAUKEE COUNTY as to the following and agrees that the terms of this certificate are hereby incorporated by reference into any contract awarded.

Non-Discrimination

VENDOR certifies that it will not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex or handicap which includes but is not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

VENDOR will post in conspicuous places, available to its employees; notices to be provided by the County setting forth the provisions of the non-discriminatory clause.

A violation of this provision shall be sufficient cause for the County to terminate the contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the contractor for use in completing the contract.

Affirmative Action Program

VENDOR certifies that it will strive to implement the principles of equal employment opportunity through an effective affirmative action program, which shall have as its objective to increase the utilization of women, minorities, and handicapped persons and other protected groups, at all levels of employment in all divisions of the seller's work force, where these groups may have been previously under-utilized and under-represented.

Non-Segregated Facilities

VENDOR certifies that it does not and will not maintain or provide for its employees and segregated facilities at any of its establishment, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained.

Subcontractors

VENDOR certifies that it has obtain or will obtain certifications regarding non-discrimination, affirmative action program and non-segregated facilities from proposed subcontractors that are directly related to any contracts with Milwaukee County, if any, prior to the award of any sub-contracts, and that it will retain such certifications in its files.

Reporting Requirements

Where applicable, VENDOR certifies that it will comply with all reporting requirements and procedures in Title Code 41 Code of Federal Regulations, Chapter 60.

Affirmative Action Plan

VENDOR certifies that, if it has 50 or more employees, it has filed or will develop and submit (within 120 days of contract award) for each of its establishments a written affirmative action plan. Current Affirmative Action plans, if required, must be filed with ANY one of the following: The Office of Federal Contract Compliance Programs or the State of Wisconsin, or the Milwaukee County Department of Audit, Milwaukee County-City Campus, 9th Floor, 2711 W. Wells Street, Milwaukee Wisconsin 53208. If a current plan has been filed, indicate where filed _____ and the year covered _____. Please provide proof of your AA Plan approval.

VENDOR will also require its lower-tier subcontractors who have 50 or more employees to establish similar written affirmative action plans.

Employees

VENDOR certifies that it has 13 employees in the Standard Metropolitan Statistical Area (Counties of Milwaukee, Waukesha, Ozaukee and Washington, Wisconsin) and 13 employees in total.
(No. of employees) (Total No. of employees)

Compliance

VENDOR certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other notification of noncompliance with EEO regulations.

Executed this 16th day of January 20 04 by:

Firm Name CREATIVE CONSTRUCTORS LLC

Address N83 W13430 Leon Road

City, State, Zip Menomonee Falls WI 53051

Telephone 262-502-7710

(Title) CEO

WARNING: An unsigned form shall be considered as a negative response.

By Michael W. LaBonte
(Signature)

Michael W. LaBonte'
(Please Print Name Here)

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID BL
CRECO-1

DATE (MM/DD/YYYY)
01/15/04

PRODUCER Diversified Ins. Services Inc. W223 N608 Saratoga Drive Waukesha WI 53186 Phone: 262-574-0440 Fax: 262-574-0477		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.	
INSURED Creative Constructors, LLC N83 W13430 Leon Road Menomonee Falls WI 53051		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Cincinnati Insurance Company	
		INSURER B: West Bend Mutual Insurance Co.	
		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/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	CAP5808307	01/01/04	01/01/05	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000
A		<input checked="" type="checkbox"/> X, C and U	CAP5808307	01/01/04	01/01/05	PERSONAL & ADV INJURY \$ 1,000,000
A		<input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CAP5808307	01/01/04	01/01/05	GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. 1,000,000
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	CAP5808307	01/01/04	01/01/05	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	CAP5808307	01/01/04	01/01/05	EACH OCCURRENCE \$ 500000 AGGREGATE \$ 500000 \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WGW0662560-00	10/01/03	10/01/04	WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500000 E.L. DISEASE - EA EMPLOYEE \$ 500000 E.L. DISEASE - POLICY LIMIT \$ 500000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Milwaukee County Department Of Public Works is named as an Additional Insureds with regards to - Project: GMA "D" Concourse Security Checkpoint Expansion #A048-03002 - expansion remodel

CERTIFICATE HOLDER

Milwaukee County
 Department of Public Works
 2711 W. Wells Street
 Milwaukee WI 53208

MIC01-1

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

Donald Miller

COMMITMENT TO SUBCONTRACT WITH DBE FIRMS

Page 1 of 4

Project No.: A048-03001 Project Title: GMA "D" Concourse Security Checkpoint Expansion

Total Contract Amount ⁽¹⁾ \$ 2,634,370.50

DBE Goal: 25% ⁽¹⁾

Submit Subcontract Agreements with DBE firm(s) with First Payment Application

A	V	Name of DBE ⁽¹⁾ Firm(s)	Scope of Work Detailed Description	Quote Submitted Y/N	Quote Used Y/N	Subcontract Amount	% of Total Contract
		(See Attached Notorized List)					

(If using more DBE firms, include them in separate notarized form)

Total \$ Amount of DBE: \$759,504 28.83%
Total Sub-Contract amount \$810,974

I certify that these identified services and costs were quoted by the DBE firm(s). If awarded this contract, our firm CREATIVE CONSTRUCTORS, LLC (Phone No. 262-502-7710) intends to enter into subcontract agreements with the DBE firm(s) listed for the services specified. The information on this form is true and accurate to the best of my knowledge. I further understand that falsification, fraudulent statement or misrepresentation will result in appropriate sanctions under applicable Local, State or Federal laws.

Michael W. LaBonte
Signature of Authorized Representative

Michael W. LaBonte, CEO
Print/Type Name of Authorized Representative 11/24/03
Date

Subscribed and sworn to before me this 24th day of November, 2003

Julianne M. Boerner
Signature of Notary Public

State of Wisconsin, My Commission expires 9/4/05

(SEAL)

DBD APPROVAL: See Page 4 of 4

Signature Date

¹ Exclude all allowances
These may include any firms certified as DBEs by Milwaukee County Certification Program prior to the bid due date.

FOR DBD USE ONLY: (A) \$ _____
(V) \$ _____ Total % _____

Pg 2 of 4

COMMITMENT TO SUBCONTRACT WITH DBE FIRMS

Project No.: A048-03001 Project Title: GMIA "D" Concourse Security Checkpoint Expansion

Total Contract Amount⁽¹⁾ \$ 2,634,370.50

DBE Goal: 25%⁽¹⁾

Submit Subcontract Agreements with DBE firms(s) with First Payment Application

A	V	Name of DBE ⁽¹⁾ Firm(s)	Scope of Work Detailed Description	Quote Submitted Y/N	Quote Used Y/N	Subcontract Amount	% of Total Contract
		Bobby Evans	Cleaning Service	N	N		
		Do It Right	Cleaning Service	N	N		
		Waste Management - DBE Trucking	Waste Removal	Y	Y	3,025	0.11%
		Con-Cor	Concrete Saw Cutting	Y	Y	29,630	1.12%
		Deconstruction	Demolition	N	N		
		HMB Contractors	Demolition	Y	N	87,608	
		McKinley's Corp	Demolition	N	N		
		A&A Concrete	Cast-In Place Concrete	N	N		
		Arrow Crete	Cast-In Place Concrete	N	N		
		Artega Construction	Cast-In Place Concrete	Y	N	29,800	
		Balderas Construction	Cast-In Place Concrete	N	N		
		Benavides Construction	Cast-In Place Concrete	N	N		
		Cornelius Contractors	Cast-In Place Concrete	N	N		
		Hopkins & Hopkins	Cast-In Place Concrete	N	N		
		Kennedy Construction Contractors	Cast-In Place Concrete	Y	N	48,568	
		Sonag Co.	Cast-In Place Concrete	N	N		
		Ojibwa Ready Mix, LP (35,000 x 60%)	Concrete Material Supplier	Y	Y	35,000 x 60% = 21,000	0.80%
		A&M Contractors	Masonry Units	N	N		
		Artega Construction	Masonry Units	N	N		
		Buckner & Sons	Masonry Units	N	N		
		Chicago Masonry Const.	Masonry Units	N	N		
		Dearteaga, Inc	Masonry Units	N	N		
		Hopkins & Hopkins	Masonry Units	N	N		
		Hopwood Masonry	Masonry Units	N	N		
		Sonag Co	Masonry Units	N	N		
		Brian A Mitchell Const	Steel Erection	N	N		
		Fehrman Construction	Steel Erection	N	N		
		Great Lakes Contracting	Steel Erection	Y	Y	248,145	9.42%
		Milwaukee Ironworks	Steel Erection	Y	N	Labor Only 85,750	
		Alliance Steel Corp	Structural Steel	N	N		
		Atlas Steel	Structural Steel	N	N		
		Kerry Constructors	Structural Steel	N	N		
		Stainless & Steel Erectors	Stainless Steel	Y	Y	43,500	1.65%
		AM General Contractors	Rough Carpentry	N	N		
		B&D Contractors	Rough Carpentry	Y	Y	13,239	0.50%
		B&K Contractors	Rough Carpentry	N	N		
		Benavides Construction	Rough Carpentry	N	N		
		Central City Construction	Rough Carpentry	N	N		
		Hopkins & Hopkins	Rough Carpentry	N	N		
		Insulation Technologies	Rough Carpentry	N	N		
		Wenger Construction	Rough Carpentry	N	N		
		Stainless & Steel Erectors	Rough Carpentry	Y	Y	42,560	1.62%
		Insulation Technologies	Thermal Protection	Y	Y	7,000	0.27%
		Structural Steel Studs	Thermal Protection	N	N		
		Benfill Plastering	EIPS	N	N		
		Chicago Masonry Const.	EIPS	N	N		
		Structural Steel Studs	EIPS	N	N		
		A&M Contractors	Roofing & Siding	N	N		
		AC Roofing	Roofing & Siding	N	N		
		Insulation Technologies	Roofing & Siding	N	N		
		P.L. Freeman Mechanical	Roofing & Siding	N	N		
		Pencbaker Enterprises	Roofing & Siding	N	N		
		Treider Industries	Roofing & Siding	N	N		
		Millen Roofing Co	1-Ply Membrane Roofing	N	N		
		P.L. Freeman Mechanical	1-Ply Membrane Roofing	N	N		
		Pencbaker Enterprise	1-Ply Membrane Roofing	N	N		
		Roberts Roofing	1-Ply Membrane Roofing	Y	Y	35,000	1.33%

Pg # of 4

I certify that these identified services and costs were quoted by the DBE firm(s). If awarded this contract, our firm Creative Constructors LLC (Phone No. 262-502-7710) intends to enter into subcontract agreements with the DBE firm(s) listed for the services specified. The information on this form is true and accurate to the best of my knowledge. I further understand that falsification, fraudulent statement or misrepresentation will result in appropriate sanctions under applicable Local, State or Federal laws.

Michael W. LaBonte
Signature of Authorized Representative

Michael W. LaBonte
Print/Type Name of Authorized Representative

11/24/03
Date

Subscribed and sworn to before me this 24th day of November, 2003

Julianne M. Boerner
Signature of Notary Public

State of Wisconsin, My Commission expires September 4th, 2005

(SEAL)

DBD APPROVAL:
[Signature]
Signature

11/24/03
Date

Exclude all allowances
These may include any firms certified as DBEs by Milwaukee
County Certification Program Prior to the bid due date.

FOR DBD USE ONLY: (A) \$ _____
(V) \$ _____ Total % _____

~~Form DBD 014C PLEASE SEE REVERSE FOR INSTRUCTIONS AND ADDITIONAL REQUIREMENTS~~

Rev. 03/18/03

DBD-014-1

Merchants Bonding Company

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **Creative Constructors, L.L.C.**
N83 W13430 Leon Road, Menomonee Falls, WI 53051

as Principal, hereinafter called the Principal, and **Merchants Bonding Company**

a corporation duly organized under the laws of the State of IA
as Surety, hereinafter called the Surety, are held and firmly bound unto **Milwaukee County**

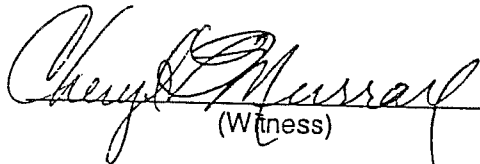
as Obligee, hereinafter called the Obligee, in the sum of

Ten Percent of Amount of Bid -----**Dollars (\$10%)**,
for the payment of which sum well and truly 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 **GMIA "D" Concourse Security Checkpoint
Expansion**

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 material 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 **11th** day of **November** 2003



(Witness)

Creative Constructors, L.L.C.
(Principal) (seal)

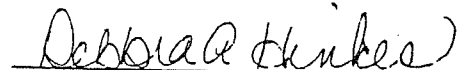


Michael W. LaBonte', CEO (Title)



(Witness)

Merchants Bonding Company
(Surety) (seal)



Debra A. Hinkes Attorney-in-Fact (Title)

Merchants Bonding Company
(Mutual)

POWER OF ATTORNEY

Bond No.

Know All Persons By These Presents, that the MERCHANTS BONDING COMPANY (MUTUAL), a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

Debbra A. Hinkes, Charles L. Schiltz, Pamela M. Hineman, Robert M. Tortelli

of New Berlin and State of Wisconsin its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

TWO MILLION (\$2,000,000.00) DOLLARS

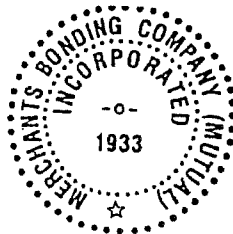
and to bind the MERCHANTS BONDING COMPANY (MUTUAL) thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the MERCHANTS BONDING COMPANY (MUTUAL), and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Authority is made and executed pursuant to and by authority of the following Amended Substituted and Restated By-Laws adopted by the Board of Directors of the MERCHANTS BONDING COMPANY (MUTUAL) on November 16, 2002.

ARTICLE II, SECTION 8 - The Chairman of the Board or President or any Vice President or Secretary shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

ARTICLE II, SECTION 9 - The signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed.

In Witness Whereof, MERCHANTS BONDING COMPANY (MUTUAL) has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 1st day of January, 2003.



MERCHANTS BONDING COMPANY (MUTUAL)

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 1st day of January, 2003, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.

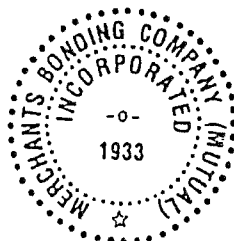


Marilyn Boyd
Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL), do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said MERCHANTS BONDING COMPANY (MUTUAL), which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Company on this 11th day of November 2003



William Warner Jr.
Secretary

DOCUMENT 00400

BID FORM

for

GMIA "D" CONCOURSE SECURITY CHECKPOINT EXPANSION

Project No. A048-03001

Bids Due: 2:00 P.M. Wednesday, November 12, 2003

Contract 1: General Construction

At the Office of: MILWAUKEE COUNTY CLERK
Room 105 - Courthouse
901 North 9th Street
Milwaukee, Wisconsin 53233

We, CREATIVE CONSTRUCTORS LLC
(A/Corporation)(A Partnership)(An Individual)-(Cross Out Inapplicable)

of N83 W13430 Leon Road
Street

Menomonee Falls, WI 53051

City State Zip Code
262-502-7710 262-502-7709 aknudson@creativeconstructors.com
Telephone No. Fax Number email address

hereby agree to execute contract and furnish a satisfactory surety bond in the amount specified to complete the above project in strict accordance with Contract Documents dated October 15, 2003.

CONTRACT 1:

Base Bid: The Work for the sum of:

Two Million Four Hundred Forty Thousand ^{KP}
Seven Hundred Ninety ⁵⁰
Five Dollars \$ 2,440,795.00
(In words) (In figures)

Miscellaneous Allowance (From Section 01210) \$ 150,000.00

Unit Prices:

- 1. Remove Unsuitable Soil - Section 02300
150 Cubic Yards (estimated quantity) x \$ 16.33 /CY = \$ 2,450.00
Unit Price per Cubic Yard in Writing Two thousand four hundred fifty and 00/100 Dollars
2. Satisfactory Borrow Fill Material - Section 02300
100 Cubic Yards (estimated quantity) x \$ 15.50 /CY = \$ 1,550.00
Unit Price per Cubic Yard in Writing One Thousand Five Hundred Fifty and 00/100 Dollars
3. Engineered Fill - Section 02300
50 Cubic Yards (estimated quantity) x \$ 15.40 /CY = \$ 770.00
Unit Price per Cubic Yard in Writing Seven Hundred Seventy and 00/100 Dollars

4. Contaminated Soil Disposal - Section 02300
 100 Tons (estimated quantity) x \$ 8.25 /Ton = \$ 825.00
(unit price in figures)
 Unit Price per Ton in Writing Eight Hundred Twenty-Five and 00/100 Dollars

5. Substitute Framing Detail 2/S210 - Section 05120
 1 x \$ 9.80 /LS = \$ 980.00
(lump sum price in figures)
 Lump Sum Price in Writing Nine Hundred Eighty and 00/100 Dollars

TOTAL BASE BID: Two Million Five Hundred Ninety
(In words)

Nine Thousand
Nine Hundred Dollars \$ 2,599,900.00
(In figures)

\$ 2,597,369.50 See unit price
 and Total Base Bid corrections
 per letter Nov. 13, 2003.

ALTERNATIVES

Fill in Alternatives as listed. Where no change in base Bid occurs for Alternative, mark "No Change". See Section 01230. If an Alternative is left blank it shall mean Contractor shall perform the Work without addition or deduction in the Contract price.

ALTERNATIVE A: Revised ceiling plan per sheets A900, FP201A, H 202A and E 302-ALT
 (Delete the lighting fixtures and associated circuiting noted on sheet E301, and add the lighting fixtures and associated circuiting shown on sheet E302-ALT.)

DEDUCT from Base Bid if work is done, the sum of:
Sixty-five Thousand
~~and 00/100 Dollars~~
(In words)
 Dollars \$ ~~(65,000.00)~~ (65,000.00)
(In figures)

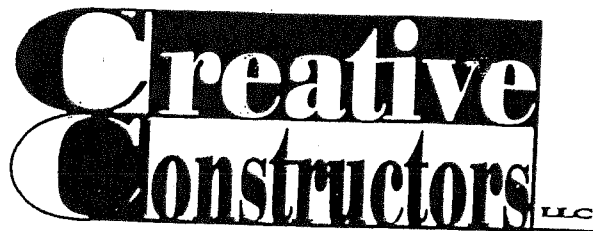
ALTERNATIVE B: Provide concrete filled metal pan stairs from Gate B31 as shown on sheet A900 and S210.

ADD to Base Bid if work is done, the sum of:
Thirty-Seven Thousand and 00/100 Dollars
(In words)

Dollars \$ 37,000.00
(In figures)

ALTERNATIVE C: Per Alternate Fire Protection Plan FP201A,
~~ADD~~ DEDUCT the sum of:

Four Thousand and 00/100 Dollars
(in words)
 Dollars \$ (4,000.00)



N83 W13430 Leon Road
Menomonee Falls, WI 53051-330
(262) 502-7710
Fax (262) 502-770

www.creativeconstructors.com

November 13, 2003

Mr. Ed Baisch
General Mitchell International Airport
Airport Engineering Section
5300 South Howell
Milwaukee, Wisconsin 53207
Phone: 414-747-5722
Fax: 414-747-5010

Re: GMIA "D" Concourse Security Checkpoint Expansion
Bid Clarifications

Per our telephone conversation this morning, we present the following clarifications on our Bid:

CONTRACT 1:

Base Bid: The Work for the sum of:

Two Million Four Hundred Forty Thousand Seven Hundred Ninety-Five and 00/100

Dollars

\$2,440,795.00

Unit Prices:

1. Remove Unsuitable Soil – Section 02300
150 Cubic Yards (estimated quantity) x \$16.33/CY = \$2,449.50
Unit Price per Cubic Yard in Writing Sixteen and 33/100 Dollars
2. Satisfactory Borrow Fill Material – Section 02300
100 Cubic Yards (estimated quantity) x \$15.50/CY = \$1,550.00
Unit Price per Cubic Yard in Writing Fifteen and 50/100 Dollars
3. Engineered Fill – Section 02300
50 Cubic Yards (estimated quantity) x \$15.40/CY = \$770.00
Unit Price per Cubic Yard in Writing Fifteen and 40/100 Dollars
4. Contaminated Soil Disposal – Section 02300
100 Tons (estimated quantity) x \$8.25/Ton = \$825.00
Unit Price per Ton in Writing Eight and 25/100 Dollars
5. Substitute Framing Detail 2/S210 – Section 05120
1 x \$980.00/LS = \$980.00
Lump Sum Price in Writing Nine Hundred Eighty and 00/100 Dollars

TOTAL BASE BID: Two Million Five Hundred Ninety-Seven Thousand Three Hundred Sixty-Nine and 50/100 Dollars \$2,597,369.50

Alternative A: Revised ceiling plan per sheets A900, FP201A, H202A, and E302-ALT (Delete the lighting fixtures and associated circuiting noted on sheet E301, and add the lighting fixtures and associated circuiting shown on sheet E302-ALT.).

DEDUCT from Base Bid if work is done, the sum of:

Sixty-Nine Thousand and 00/100 Dollars \$(69,000.00)

(Note: Our Alternative 'C' is included in Alternative 'A' above)

If you have any questions regarding these clarifications, please contact our office, we'll be happy to help you out.

We are pleased with the occasion to work on this project, and will work closely with you to ensure it runs smoothly and becomes a project for which you can be very proud.

Thank you...

Respectfully submitted,
CREATIVE CONSTRUCTORS LLC



Michael W. LaBonte', CEO