

Appendix 1: Typical Projects of Estes Construction and Tri-City Electric

Estes Construction Headquarters



Source: Estes Construction

Tri-City Electric Headquarters



Source: TriCity Electric



St. Ambrose Health Sciences



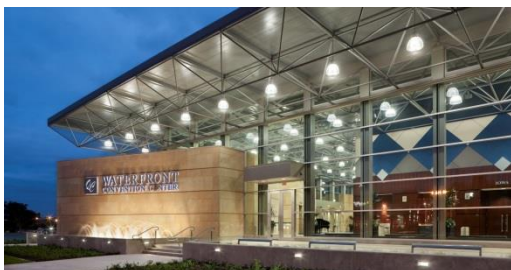
Augustana Carlsson Hall



Trinity Medical Center



Palmer College



Waterfront Convention Center
Source: Estes Construction



The Adler Theater (renovation)

Estes Construction management and core team



Source: Estes Construction

Appendix 2: Letter of Agreement between Tri-City Electric and Estes Construction

Preamble

This letter sets for an understanding of the business relationship between Tri-City Electric and Estes Construction. Each party recognizes that importance of the other for their mutual profitability and success. The items detailed below identify specific common instances where each party can assist the other for their mutual benefit. While these specific items address common situations, the overall understanding of the importance of the relationship should not be limited to these transactions. Rather, each party recognizes that in their common dealings they need to carefully consider the effect of their decisions on the well fare of the other party. To the fullest extent possible, decisions and actions involving both parties ought to be made in consultation and conversation with each other.

Preconstruction Issues

1. Estes and Tri-City will discuss prior to each bid to layout the owner's expectation, ground rules and other pertinent information about the job.
2. The presumption is that Tri-City will bid on all of Estes' jobs. On those jobs where Tri-City believes they cannot be successful partners (for whatever reason), they will inform Estes, as soon as they recognize this, that they will not bid the job.
3. Parties agree to joint development and use of a better electrical bidding form/tool that provides more specific information. Estes can make a more accurate comparison of electrical bids from multiple sources and provide better breakdown for owners on

negotiated projects. (Mike Huskey and Blake Burns have agreed to work together in this.)

4. Estes will not share Tri-City drawings, scope letters, value engineering ideas or other Tri-City generated information with other electrical subcontractors without Tri-City's permission. Tri-City will provide the same assurance related to Estes' information.
5. In those situations where a) Tri-City's bid to the specifications is higher than its competitors but b) it has included value engineering ideas that the owner accepts as value-added, then Estes would advocate to the owner that Tri-City would be awarded the contract.
6. When either partner recognizes that plan and specification information is inaccurate or incomplete, then, as they become aware of this, they should notify the other partner. Together the partners will work towards a mutually beneficial solution appropriate to the specific situation.
7. Estes will make recommendations to Tri-City on the composition of the Tri-City preconstruction, and construction team on Negotiated and Design Build projects. Tri-City will give these requests due consideration.
8. Tri-City will provide Estes with budgets on Construction Management and Negotiated Projects.
9. When working on Negotiated and Bid Projects, Tri-City should look for Smart Choices and other value added solutions and communicate those to Estes early in the process.
10. Both parties agree to discuss and abide by the due dates and time of preconstruction deliverables in the design build phase of appropriate projects.
11. In those instances where Tri-City has not won the bid, as soon as Estes believes it proper to do so, it will provide Tri-City with feedback on the actual winning bid numbers.

Construction Issues

12. Field staff of both partners is expected to have all of the current documents pertinent to successfully perform their tasks when they arrive at the job site. When one partner is missing information necessary for successful performance, they will inform the other partner.
13. Both parties recognize the critical nature of weekly construction/look-ahead meetings. Tri-City pledges to have their representatives fully informed and ready to participate in the planning and scheduling. Commitments made during the construction meetings will be honored. Tri-City will support and assist Estes in pushing ahead/keeping the construction schedule on track and will actively engage other the subcontractors.
14. When Tri-City identifies problems during the construction phase, they will bring solutions to, and work with Estes to explore possible options for successful outcome.
15. On change orders, Tri-City will provide a break out of labor hours, material, equipment and profit costs. They will provide additional back-up if requested. Estes will provide regular feed-back on change orders through the change order logs and weekly construction meetings.
16. Both partners pledge to model the highest standards of behavior on issues of occupational health, safety and clean-up.
17. Both partners agree to the following practices for accounting and document management:
 - a. Creation of a standing contract including an agreement on standard terms and conditions.
 - b. Providing blanket certificates of insurance.
 - c. Submitting timely and accurate billings.
 - d. Adhere to the job specific, agreed schedule for lien waivers and close out documents.
 - e. Comply with contract provisions.

Post Construction Issues

18. Both partners recognize the critical importance of owner satisfaction after the completion of the project. They are committed to responding to owner concerns even after warranty expiration dates.

On-going relationship management issues

19. Parties will exchange information on training needs that each partner believes the other might help them with.
20. Each partner will appoint a relationship manager whose responsibility it will be to work together to monitor partner exchanges, resolve conflict disputes and identify areas for future cooperation.