

CITY OF CHICAGO
DEPARTMENT OF PROCUREMENT SERVICES
ROOM 403, CITY HALL, 121 N. LASALLE STREET

FOR NCRB USE ONLY	
Date	4/5/2011
Recommend Approval	<input checked="" type="checkbox"/>
Return To Dept.	<input type="checkbox"/>
Reject	<input type="checkbox"/>
Vote	5-0

NON-COMPETITIVE REVIEW BOARD (NCRB)
JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT

COMPLETE THIS SECTION IF NEW CONTRACT

For contract(s) in this request, fill in each of the four (4) major subject areas below in accordance with the Instructions for Preparation of Non-Competitive Procurement Form on the reverse side. Complete "Other" subject area if additional information is needed. Subject areas must be fully completed. Responses merely referencing attachments will not be accepted.

Request that negotiations be conducted only with Patten Power Systems for the product(s) and/or service(s) described herein.

This is a request for:

One-Time Contractor Requisition #: _____ copy attached or Term Agreement or Delegate Agency (Check one).

If Delegate Agency, this request is for "blanket approval" for all contracts within the <<proj description/name>> (Attach List).

Pre-Assigned Specification No.: _____

Pre-Assigned Contract No.: _____

COMPLETE THIS SECTION IF AMENDMENT OR MODIFICATION TO CONTRACT

Describe in detail the change in terms of dollars, time period, scope of services, etc., its relationship to the original contract and the specific reasons for the change. Indicate both the original and the adjusted contract amount and/or expiration date with this change, as applicable. Attach copy of all supporting documents. Request approval for a contract amendment or modification to the following:

Contract #: _____

Company or Agency Name: _____

Specification #: _____

Contract or Program Description: _____

Modification #: _____

(Attach List, if multiple)

Mark O'Malley
Originator Name

744-3700
Telephone

Mark O'Malley
Signature

Water Management
Department

03/22/2011
Date

PROCUREMENT HISTORY

1. The marine generators to be procured are to be installed in the Chicago Department of Water Management tugboat, the James J. Versluis. The existing generators currently in use on the tugboat do not meet current codes concerning exhaust emissions and are obsolete concerning fuel consumption and output efficiency. We have been discussing cost efficient replacement generators with Patten Power Systems account representatives for approximately three (3) years.
2. The generators currently in use on the tugboat were installed and commissioned in 1965. To the best of my knowledge this is the first attempt to procure replacement generators since then.
3. I do not know of any attempts to competitively bid replacement generators for the Chicago Department of Water Management tugboat.
4. In house expertise was utilized to locate the authorized area distributor concerning Caterpillar products. Note that the generators currently in operation aboard the Chicago Department of Water Management tugboat were manufactured by Caterpillar. As such, Caterpillar has all proprietary information concerning said generators on file, which will be utilized as the basis for manufacturing replacement generator.
As we cannot purchase the generators directly from Caterpillar, we have been in negotiations with Patten Power Systems. They are the authorized area distributor concerning Caterpillar products.
5. As I expect the replacement generators to provide twenty (20) to thirty (30) years of dependable service, this will be our only procurement request for the foreseeable future concerning marine generators.
6. I do not feel that competitive bidding will result in better pricing, as Patten Power Systems is the only area distributor authorized to sell this product.

ESTIMATED COST

1. The estimated cost for both generators is \$90,422.00. This includes long term storage components, technical assistance from Patten Power Systems through commissioning, and an extended three (3) year warranty.
2. Funding Source is 09-0F04-0882020-0550-W706-220550-10101090.
3. We expect to pay Patten power Systems upon delivery of the generators. This will most likely happen in 2010.
4. Cost estimate was derived concerning research done by Patten Power Systems utilizing proprietary data available from Caterpillar. Note that Caterpillar Manufacturers the generators currently in use aboard the Chicago Department of Water Management tugboat in 1965.
5. If another source was considered, extra expenses would be incurred concerning substantial redesign.
6. All requirements concerning the replacement generators have been discussed with Patten Power Systems representative John Nicholson in order to develop the aforementioned cost estimate. (see No. 1)

SCHEDULE REQUIREMENTS

1. In accordance with the caterpillar factory schedule, Patten Power Systems can deliver the generators to the Chicago Department of Water Management during the first quarter of 2011.
2. All drawings and specifications to be utilized concerning this matter are proprietary information of caterpillar. They will be utilized to manufacture the replacement generators. Caterpillar is under no obligation to release this information to those who are not authorized to utilize said information.
3. The marine generators to be provided are to be installed during the next dry dock ship yard period for 2013.
4. Our goal is to have the Chicago department of Water Management tugboat available for critical duty as much as possible. Said duty includes but is no limited to ice breaking in the Chicago River, transportation to and from Chicago Department of Water Management water intake cribs, and setting buoys around the water purification plant intakes.
5. Having generators ready to install before the tugboat enters dry dock will help to minimize the time frame that the tugboat is not available for duty.

EXCLUSIVE OF UNIQUE CAPABILITY

1. The proposed vendor has personnel on staff that are unquestionably predominant concerning marine generators.
2. The applicable Patten Power Systems representative, Mr. John Nicholson has over thirty-eight (38) years of experience concerning marine electrical power generation.
3. Qualified City of Chicago Department of Water Management personnel, assigned to the Bureau of Water Supply, Division of Water Pumping will witness testing of the generators at the Caterpillar factory before they are shipped to Patten Power Systems.
4. Patten Power Systems is privy to the proprietary information of caterpillar concerning the generators on board the Chicago Department of Water Management Tugboat and currently in use.

This information includes, but is not limited to the following:

- a. Original specification
- b. Configuration dimensions
- c. Applicable codes and guidelines concerning manufacturing

The aforementioned information is vital concerning the manufacture of the replacement generators

to be procured through Patten Power Systems.

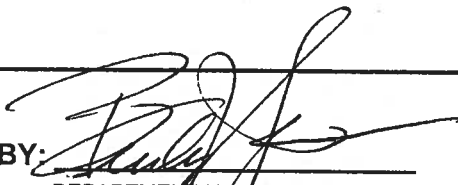
5. The marine generators to be procured will be installed on board the Chicago Department of Water Management tugboat, James J. Versluis, in order to provide adequate electrical power while the boat is underway.

Compatibility with the existing equipment is critical. If the generators are not compatible with the existing Equipment, other equipment may have to be replaced also, resulting in additional costs incurred.

6. Competition is precluded because of the technical data that is proprietary to caterpillar.

OTHER

APPROVED BY:



DEPARTMENT HEAD OR DESIGNEE

3/22/11
DATE

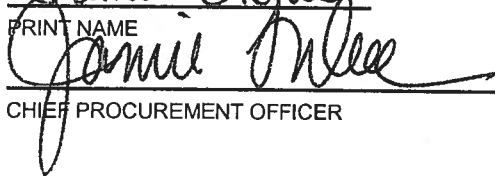


BOARD CHAIRPERSON

4/6/11
DATE

Jamie O'Leary
PRINT NAME

PRINT NAME



CHIEF PROCUREMENT OFFICER

Dick Butler
PRINT NAME

PRINT NAME

5/24/11
DATE OF APPROVAL

DATE OF APPROVAL

DPS PROJECT CHECKLIST

For DPS Use Only

Date Received
Date Returned
Date Accepted
CA/CN's Name

IMPORTANT: ALL INFORMATION SHOULD BE COMPLETED, ATTACH ALL REQUIRED MATERIALS AND SUBMIT FOR ROUTING TO THE DEPARTMENT OF PROCUREMENT SERVICES, ROOM 403, CITY HALL, 121 N. LASALLE STREET, CHICAGO, ILLINOIS 60602, ATTENTION: CHIEF PROCUREMENT OFFICER.

General Information:

Date: 3/22/11 Need by (estimated date): _____
 Requisition No.: _____ Contact Person: _____ Project Manager: _____
 Specification No.: (if known) _____ Margarita Alvarez _____ Felicia Rawlings _____
 PO No.: (if known) _____ Telephone: -7471683 _____ Telephone: -7450581 _____
 Modification No.: (if known) _____ Fax: -7477078 _____ Fax: -7477078 _____
 Previous PO No.: (if known) _____ Email: malvarez@cityofchicago.org _____ Email: felicia.rawlings@ex.cityofchicago.org _____
 Project Description: NEW SMALL ORDER SOLE SOURCE CONTRACT FOR CATERPILLAR C4.4 76 MARINE GENERATOR SET

Funding:

City: Corporate Bond Enterprise Grant* Other:
 State: IDOT/Transit IDOT/Highway Grant* Other:
 Federal: FHWA FTA FAA Grant* Other:

LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	PROJECT	RPTG	\$ DOLLAR AMOUNT
001	09	0F04	088	2070	0550	W106	220550	10/01/090	

*IF GRANT FUNDED, ATTACH COPY OF THE APPROVED GRANT AND APPLICATION AND ANY OTHER TERMS AND CONDITIONS OF FUNDING SOURCE THAT MAY APPLY. GRANT FUNDS MUST BE _____ COMMITTED OR _____ SPENT BY DEADLINE: _____ (DATE)
 Term Estimated Value \$ 90,422.00

Scope Statement:

Attached is a Detailed Scope of Services and/or Specification. E-mail softcopy in Microsoft Word to DPS Unit Manager

IMPORTANT: THIS IS A CRITICAL PORTION OF YOUR SUBMITTAL. IN ORDER FOR DPS TO ACCEPT YOUR SUBMITTAL YOU MUST COMPLETE THE SPECIFIC SCOPE REQUIREMENTS AS SET FORTH IN THE SUPPLEMENTAL CHECKLIST FOR THAT UNIT.

Purchase Order Type (Check All That Apply):

New Request
 Blanket/Term/DUR/Agreement
 Master Agreement (Task Order)
 Standard/One-Time Purchase

Forms
 Requisition
 Special Approvals
 Non-Competitive Review Board (NCRB)

Modification/Amendment
 Time Extension**
 Vendor Limit Increase
 Scope Change/Price Increase/Additional Line Item(s)
 Other (specify): _____

Contract Term:

** Requested Term (Number of Months): N/A

Pre-Bid/Submittal Requirements:

Mandatory Pre Bid/Submittal Conference? Yes* No
 Requesting Site Visit? Yes No

*If yes, explain reasons why mandatory attendance is necessary.



City of Chicago
Richard M. Daley, Mayor

Department of Water Management

Thomas H. Powers, P.E.
Commissioner

Bureau of Administrative Support

Beverly J. Ingram
Deputy Commissioner

DePaul Center, Suite 410
333 South State Street
Chicago, Illinois 60604
(312) 747-7030
(312) 747-7078 (FAX)

<http://www.cityofchicago.org/watermanagement>

Finance Section
(312) 747-8112
(312) 747-7078 (FAX)

Human Resources
(312) 747-7898
(312) 747-0620 (FAX)

Information Technology
(312) 747-7042
(312) 747-8123 (FAX)

Labor/Employee Relations
(312) 747-8037
(312) 747-0838 (FAX)

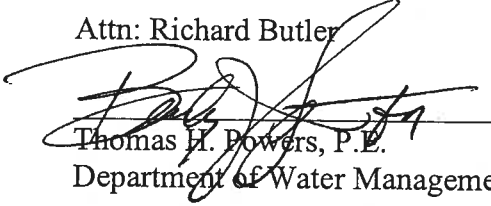
Payroll Section
(312) 747-7932
(312) 747-0228 (FAX)

Procurement Section
(312) 747-0871
(312) 745-4588 (FAX)

MEMORANDUM

TO: Jamie L. Rhee
Chief Procurement Officer
Department of Procurement Services

Attn: Richard Butler

FROM: 
Thomas H. Powers, P.E.
Department of Water Management

SUBJECT: Sole Source Procurement
Patten Power Systems
Caterpillar C4.4 76 Marine Generator Set

DATE: March 22, 2011

The Department of Water Management, Bureau of Water Supply, Division of Water Pumping is requesting a sole source purchase for two Caterpillar C4.4 76 marine generator with Patten Power Systems. The marine generators to be procured are to be installed in the Chicago Department of Water Management tugboat, the James J. Versluis. The generators currently in use on the tugboat were installed in 1965 and do not meet current codes concerning exhaust emission, consummation of fuel and are not output efficient.

The DWM tugboat generators in operation were manufactured by Caterpillar. Caterpillar has all proprietary information concerning generators on file which will be utilized as the basis for manufacturing replacement generators. Caterpillar is under no obligation to release this information to those who are not authorized distributors. Since DWM cannot purchase the generators directly from Caterpillar, DWM contacted Patten Power Systems, the sole authorized area distributor for Caterpillar products.

The marine generators to be provided are to be installed during the next dry dock ship yard period in 2013. Our goal is to have the DWM tugboat available for critical duty as much as possible. This duty includes but is not limited to ice breaking in the Chicago River, transportation to and from DWM water intake cribs and setting buoys around the water purification plant.

Therefore, we would like to request your consideration for a sole source contract with Patten Power Systems for the replacement generator set. The estimated cost for both generators is \$90,422.00. This cost estimate was derived from research done by Patten Power Systems utilizing proprietary information available from



Caterpillar. This purchase will allow DWM to provide twenty - thirty years of dependable service. Also, having the generators installed before the tugboat enters dry dock will help minimize the time frame that the tugboat is not available for duty. In accordance with the caterpillar factory schedule, Patten Power Systems can deliver the generators to the DWM during sometime in 2011.

In an effort to comply with the City of Chicago MBE/WBE compliance program, Patten Power Systems made a good faith effort by contacting City of Chicago minority Hauling Services (see attached documentation) and was unsuccessful. Therefore, DWM would like to request that this contract be awarded with no stated MBE/WBE compliance goals.

Thank you in advance for your immediate attention. If you have any questions or require additional information in order to process this request, please contact Felicia Rawlings, Supervisor of Contracts at 745-0581.

cc: Julie Hernandez-Tomlin
Beverly Ingram
Alan Stark
Mark O'Malley
James Bracewell
Monica Cardenas



City of Chicago
Richard M. Daley, Mayor

Department of Water Management

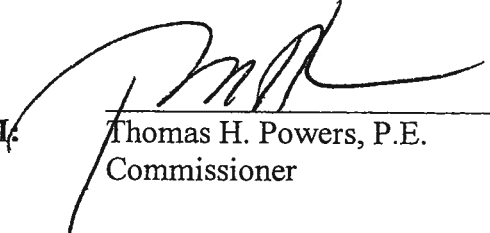
Thomas H. Powers, P.E.
Commissioner

Jardine Water Purification Plant
1000 East Ohio Street
Chicago, Illinois 60611
(312) 744-7001
(312) 744-6931 (FAX)
(312) 744-2968 (TTY)

[www.cityofchicago.org/
watermanagement](http://www.cityofchicago.org/watermanagement)

MEMORANDUM

TO: Jamie L. Rhee
Chief Procurement Officer

FROM: 
Thomas H. Powers, P.E.
Commissioner

DATE: January 11, 2011

SUBJECT: Procurement of Marine Generators for the
CDWM Tugboat, James J. Versluis

We are requesting Sole-Source authorization concerning procurement of two (2) caterpillar model C4.4 Dita Marine Society Compliant Diesel Generators, in order to replace the existing generators currently installed aboard the CDWM Tugboat, James J. Versluis. The Existing generators are more than thirty (30) years old, and at the end of its useful life cycle.

Our intent is to have the existing generators removed, and the replacement generators installed during the next Tugboat Dry Dock period, which is tentatively scheduled to begin during the third quarter of 2013. Please note that Patten Power Systems is the local area distributor concerning Caterpillar products and is in possession of information concerning the existing generators that will be required to manufacture the model 4.C.C. generators.

Should you require further information concerning this matter, please contact Mr. Mark F. O'Malley at 312-744-3700.

Thank you in advance for your assistance concerning this matter.

cc: A. Stark
D. Materre
V. Silva
T. Courtney
E. Popelas

DETAIL SPECIFICATIONS

SCOPE

The Contractor must furnish and setup F.O.B. at the City of Chicago, Department of Water Management, Bureau of Water Supply, Jardine Water Purification Plant, 1000 East Ohio Street, Chicago Illinois 60611, two (2) Caterpillar 4.4 Marine Generator Sets specified herein, all in accordance with the terms and conditions of this specification.

INTENT

The Marine generator sets will be installed on board the Chicago Department of Water Management tugboat, James J. Versluis, in order to provide adequate electrical power while the boat is underway.

PRODUCT & DESIGN

The Contractor will provide two (2) new Caterpillar Model C 4.4 Dita Marine Auxiliary Generator set. The generators must conform to Marine Society Requirements and meet specifications for ABS (American Bureau of Shipping) and include the following:

- Air Inlet System
- Cooling System
- MCS Control System – 24 Volt DC – Marine Society Approval/ABS
- Control System – 24 Volt DC – Marine Society Approval/ABS
- Electrical System
- Exhaust System
- Fuel System
- Flywheel & Flywheel Housing System
- Lubrication System
- Mounting System

DELIVERY REQUIREMENTS

Delivery of the proposed generator set must be made F.O.B., City of Chicago, to the Department of Water Management, Bureau of Water Supply, Division of Water Pumping, Jardine Water Purification Plant, 1000 East Ohio Street, Chicago Illinois 60611, between the hours of 8:00 am and 3:00pm, Monday through Friday, Excluding Saturday, Sunday, or any holidays, within fifteen (15) calendar days of receipt of the City's Notification of Contract Award letter.

The generator sets and ship loose material box per generator set must be packaged in a lockable containment bag and shipped on a support skid so that all components of each generator set will be packaged individually per each generator set.

The Contractor will contact Mark O'Malley at 312-744-3700, Department of Water Management at list twenty-four (24) hours prior to delivery. The Contractor must provide, at the time of delivery, copies of a delivery ticket for the generator set delivered. Delivery tickets must be signed by an authorized representative of the Department of Water Management and an authorized representative of the Contractor.

WARRANTY

The manufacturer must furnish the following to the owner:

A copy of the generators manufacturer's parts and labor warranty;

A warranty must be provided for a minimum of 3 years, measured from the date of acceptance. The warranty must include repair parts, labor, reasonable travel expenses when necessary for repair at the job site, and all consumables requiring replacement in the event of a warranty repair. Warranty coverage by both the equipment manufacturer and service distributor must be made assuming a maximum annual operating time. The genset supplier must maintain 24-hour parts and service capability within 100 miles of the installation location of the genset, with parts stocked as need to support the genset. All service personnel must be qualified by the equipment manufacturer.

INVOICES

Original invoices must be forwarded by the Contractor to the City of Chicago, Department of Water Management, 333 South State Street DePaul Center, Room 410, Accounts Payable, Chicago Illinois, 60604 to apply against the contract. Invoices must be submitted in accordance with the mutually agree upon time period with the Department of Water Management.



Patten Industries, Inc.

635 W. Lake St.
Elmhurst, IL 60126
630.279.4400 tel
830.279.7892 fax

March 23, 2011

City of Chicago
DePaul Center
Room 410 – 333 South State Street
Chicago, IL 60602

Subject: **MBE / WBE PARTICIPATION**

Reference: **Water Management – Procurement & Contracts**

To Whom It May Concern:

Patten Industries/Patten Power Systems, in an effort to work with the City of Chicago thru a Minority business (**MBE / WBE**), has re-contacted the companies whom we originally attempted to work with. Please reference our cover letter dated November 11, 2010. These companies offered Hauling Services per your directory dated 10/15/2010, and your requirements as set forth in Part 4.4, Section A, Subsection 1, and per your e-mail instructions (dated February 10, 16, and March 9, 2011).

We contacted, via phone, all of the original companies and followed up with e-mails to the following:

<u>NAME</u>	<u>ADDRESS</u>	<u>TELEPHONE</u>	<u>e-mail</u>
1) East Gate Hauling	676 East St. Louis	618-973-8131	eastgatehauling@yahoo.com
Received no reply to phone calls & left messages on 02/17/2011			
2) J-C Hauling Company	PO Box 12, Millsdat	618-476-1900	jch@htc.net
Received no reply to phone calls & left messages on 02/17/2011			
3) Midwest Hauling & Contracting Inc.	2286 Rose Lane, Pacific, MO	636-271-3636	chris@midwest-hauling.com
4) Truck King Hauling Contractors, Inc.	4722 S. Spaulding St.	773-864-6000	"Ramon" <tkhc@sbcglobal.net
Per Ramon, this company provides Dumpster and dump truck hauling/demolition refuse hauling and are not an ICC Commercial Carrier of LTL nor Cartage Materials.			

Page 2

Ref e-mail confirmation of conversation.

5) All Time Wrecking & Hauling Inc. 5247 West Lake Street 773-921-7723 alltimewrecking801@sbcglobal.net

Per Maria, this company provides hauling/demolition refuse removal and are not an ICC Commercial Carrier of LTL nor Cartage Materials.

Ref e mail confirmation of conversation dated .02/17/2011.

6) Hispanic American Contractors Industry Association 901 West Jackson Blvd. 312-666-5910 NRobles@hacia-works.org

Mr. Robles searched and was unable to find or identify any MBE trucking Company that hauls LTL Commercial Cartage.

After all of our searches, we did not find any companies, ie MBE / WBE, that met the requirements as per our requests.

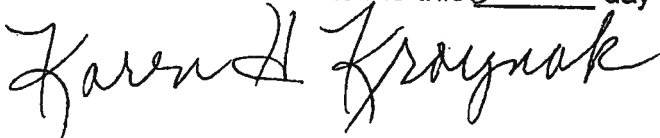
Attached please find all copies of the e mails sent previously and the notifications of the e mail's which were undeliverable.

Sincerely,



George Kapitzky
Chief Financial Officer

Subscribed and sworn to me this 23 day of March 2011.



John Nicholson
03/22/2011 03:06 PM

To: "Alvarez, Margarita" <margarita.alvarez@cityofchicago.org>, "Rawlings,
Felicia" <felicia.rawlings@cityofchicago.org>
Fax to:
Subject: MBE CLARIFICATION

Dear Ms Alvarez & Ms. Rawlings:
Below please find confirmation of my discussion with Maria of All Time Wrecking & Hauling Company
on Feb 17, 2011.
They do not provide the services which we require.
Sincerely:
John Nicholson

----- Forwarded by John Nicholson/PwrSales/Patten on 03/22/2011 02:13 PM -----

John Nicholson
02/17/2011 12:43 PM

To: "Maria" <alltimewreckign801@sbcglobal.net>
cc:
Fax to:
Subject: CONRIMATION OF DISCUSSION

Dear Maria:
Thank you for your assistance in advising me what type of business your company performs.
I now understand that you are in the hauling / demolition refuse removal business, & not an ICC
Commercial Carrier of LTL nor Cartage Materials.
Thank you for your assistance.
Sincerely:
John Nicholson
Marine Accounts Manager
Patten Power Systems

John Nicholson
03/22/2011 03:14 PM

To: "Alvarez, Margarita" <margarita.alvarez@cityofchicago.org>, "Rawlings, Felicia" <felicia.rawlings@cityofchicago.org>
Fax to:
Subject: Fw: MBE CLARIFICATION

Dear Ms Alvarez & Ms. Rawlings:

Below please find confirmation of my discussion with Ramon of Truck King Hauling Contractors, Inc on March 22, 2011.

They do not provide the services which we require.

Sincerely:

John Nicholson

----- Forwarded by John Nicholson/PwrSales/Patten on 03/22/2011 03:11 PM -----

John Nicholson
03/22/2011 03:07 PM

To: "Ramon"@tkhc@sbcglobal.net
cc:
Fax to:
Subject: MBE CLARIFICATION

Dear Ramon:

Thank you for your assistance in advising me what type of business your company performs. I now understand that you are in the dumpster & dump truck hauling / demolition refuse removal business,

& not an ICC Commercial Carrier of LTL nor Cartage Materials.

Thank you for your assistance.

Sincerely:

John Nicholson
Marine Accounts Manager
Patten Power Systems

John Nicholson
03/22/2011 03:16 PM

To: "Alvarez, Margarita" <margarita.alvarez@cityofchicago.org>, "Rawlings, Felicia" <felicia.rawlings@cityofchicago.org>
Fax to:
Subject: Fw: MBE trucking co.

Dear Ms. Alvarez & Mrs. Rawlings:
Below is an e mail from Mr. Robles of the Hispanic Minority center. We researched and could not find anyone who was qualified.
Sincerely:
John Nicholson
Marine Accounts Manager
Patten Power Systems

E mail from
----- Forwarded by John Nicholson/PwrSales/Patten on 03/22/2011 03:14 PM -----



"Nelson Robles"
<NRobles@haciaworks.org>
03/21/2011 01:01 PM

To: <nicholsonj@pattenpower.com>
cc:
Fax to:
Subject: MBE trucking co.

Mr. Nicholson,

This email is in response to your request for assistance in identifying an MBE trucking company that hauls L.T.L. Commercial cartage. Unfortunately, upon review of our database, we are unable to identify any MBE certified trucking company which meet the above-mentioned criteria. Please feel free to contact me with any future requests.

Regards,

Nelson Robles

Program Manager / Membership Manager

HACIA
901 W. Jackson Blvd., Suite 205
Chicago, 60607
Phone: (312) 666-5910 Ext: 23
Fax: (312) 666-5692
Email:nrobles@haciaworks.org
www.haciaworks.org

John Nicholson
03/22/2011 03:44 PM

To: "Alvarez, Margarita" <margarita.alvarez@cityofchicago.org>
Fax to:
Subject: Re: Letter/EDS- MBE/WBE RESPONSE LETTER - MARCH 22, 2011

Margarita;
Attached please find our cover letter and supporting e mail documents explaining our efforts to use the MBE/WBE trucking firms per your list.

I contacted all of the firms from last time, & here area the companies I was able to speak with a representative to discuss our needs and their capabilities.:

Maria @ 773 - 921 - 7723, All Time Wrecking & Hauling:
Ramon @ 773 - 847 - 6000, Truck King Hauling Contractors, Inc.
Nelson Robles@ 312 - 666 - 5910, Hispanic American Contractors Industry Association (haciaworks.org)

Please review the attached and let me know if you or Felicia feel I that we need to provide anything additional.

We are mailing the original copy of the letter with the support e mails and e mail log to your address.

Sincerely;
John Nicholson



"Nelson Robles"
<NRobles@haciaworks.org>

To: <nicholsonj@pattenpower.com>
Fax to:
Subject: MBE trucking co.

03/21/2011 01:01 PM

Mr. Nicholson,

This email is in response to your request for assistance in identifying an MBE trucking company that hauls L.T.L. Commercial cartage. Unfortunately, upon review of our database, we are unable to identify any MBE certified trucking company which meet the above-mentioned criteria. Please feel free to contact me with any future requests.

Regards,

Nelson Robles

Program Manager / Membership Manager

HACIA

901 W. Jackson Blvd., Suite 205

Chicago, 60607

Phone: (312) 666-5910 Ext: 23

Fax: (312) 666-5692

Email: nrobles@haciaworks.org

www.haciaworks.org



Patten Industries, Inc.

635 W. Lake St.
Elmhurst, IL 60126
630.279.4400 tel
630.279.7892 fax

September 20, 2010

City of Chicago
DePaul Center
Department of Water Management
Room 410
333 S. State Street
Chicago, IL

Re: Policy and Terms, MBE/WBE Statement

To Whom It May Concern:

In accordance with the Policy and Terms required for the MBE/WBE Statement, please be advised that Patten Industries, Inc. and Patten Power Systems is the sole Caterpillar authorized dealership to provide Sales, Technical Information Center, and Support for northern Illinois, including the Chicago area, and northwest Indiana.

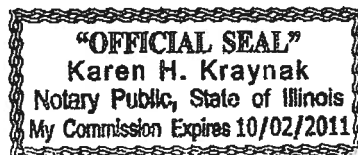
Should you have any questions, please feel free to contact me.

Sincerely,

George Kapitzky
Chief Financial Officer

Subscribed and sworn to me this

20 day of September, 2010.



Power Systems
615 W. Lake Street
Elmhurst, Illinois 60126
630.530.2200
630.530.0998 fax
630.530.2218 service fax

Quotation - CATERPILLAR MARINE GENERATOR SET

CITY of CHICAGO –Water Department
Jardine Purification Plant
1000 East Ohio Street
Chicago, IL 60611

07/ 02/10 R1 08/26/10 R2 02/16/11 **R3 – APRIL 06, 2011**

Page : 1 of 8

Attn: **Mr. Ed Popelas - Engineer** 312-742-1064 T, 312-656-1194 M, e mail - Epopelas@gmail.com
Mr. Thomas Courtney – Captain 312-742-1064 T, 312-656-1194 M,
e mail – Thomas.Courtney@CityofChicago.Org

Subject: **REPLACEMENT GENERATORS: REVISION 3 – PRICE, DELIVERY, INSTALLATION**
Ref: **Vessel - Tug Versluis**

Gentlemen:

Thank you for the opportunity to revise our quotation for your replacement generator sets. Attached please find our quotation **Revision # 3** for the Two (2) Caterpillar 4.4 Marine Generator Sets to replace the existing 3304 PCNA Generator sets, S / N – Port Unit 2B9161 and S / N - Starboard Unit 2B16806, built in 1956.

NOTE: A PRICE INCREASE HAS BEEN ANNOUNCED. THIS PRICE WILL BE SUBJECT TO CHANGE SHOULD A PURCHASE ORDER NOT BE SENT PRIOR TO APRIL 25, 2011

Due to proposed changes by the U.S. EPA & IMO for 2013, these C4.4 generator sets need to be installed by 2013.

The Two New Caterpillar Generator sets are configured similar to the existing units. The new generator sets will be rated either 76 EkW for use in a 50 Deg. C Machinery space as per the U.S. Coast Guard Regulations. The generator sets are certified to U. S.EPA 40 CFR PART 94 Approved ratings. These ratings fall below the power ratings which require IMO certification.

I am quoting a remote mounted control panel with this generator set due to the different new engine controls, MSC (Marine Society Certification) and governor of the C4.4 engine. The control panel will provide a common alarm contact and shut downs. I have included the Extended Warranty and storage preservation as discussed.

The new generator set pricing includes freight to our Elmhurst facility. Start-up will be provided for EIGHT (8) hours per each generator set, including travel time to and from the Local Chicago Area Shipyard by our factory trained service personnel. Any additional time required if not warranty related will require a purchase order for the additional time.

We have detailed the equipment in the body of the configuration and services relative to our understanding of these requirements in the body of this document. Please check it for correctness and completeness to be certain that it meets your needs. Please contact us for any clarifications or refinements that may be necessary to meet the scope of this project as you require.

At the conclusion of this quote, you will find the quoted price, optional items, and additional related information regarding the terms of this sale.

Sincerely;
John Nicholson
Manager Marine Sales

Grayslake
205 South Route 83
Grayslake, Illinois 60030
847.548.1177
847.548.1166 fax

Oglesby
590 Mayer Street
Oglesby, Illinois 61348
815.883.3336
815.883.8043 fax

1 Rockford
5055 South Main St.
Rockford, Illinois 61102
815.965.8631
815.965.1179 fax

Hammond
6400 Indianapolis Blvd.
Hammond, Indiana 46320
219.932.6600
219.932.1121 fax

CITY of CHICAGO Water Department
- M/V Tug Versluis

Attn: **Mr. Tom Courtney** 312 742-1064T,
Mr. Ed Popelas 312-656-1194 M,

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07/02/10 R1 08/26/10 R2 02/16/11 R3 – APRIL 06, 2011

SUBJECT: CATERPILLAR C 4.4 DITA MARINE
SOCIETY COMPLIANT GEN SET

REVISION 3 – PRICE, DELIVERY, INSTALLATION

WE PROPOSE TO FURNISH:

ONE (1) SHIPS SET of MARINE SOCIETY COMPLIANT GEN-SETS CONSISTING OF :

TWO (2) NEW CATERPILLAR MODEL C 4.4 DITA MARINE AUXILIARY GENERATOR SET, HEUI- HYDRAULIC ELECTRONIC UNIT INJECTOR FUEL SYSTEM, CDCC – COMBINED DUAL COOLING CIRCUIT - JACKET WATER & AFTERCOOLED, DIESEL FUELED, SOLAS COMPLIANT, MARINE GENERATOR SET, PRIME POWER @ 0.8 PF., 240 VOLT AC, THREE (3) PHASE, 60 HERTZ, WYE CONNECTED, FACTORY PACKAGED AND TESTED. UNIT INCLUDES ALL STANDARD ITEMS, PLUS THE FOLLOWING:

Certified Ratings: US EPA 40 CRF Part 94 approved ratings: These ratings fall below the power ratings that require IMO Certification.

AIR INLET SYSTEM

Air cleaner, Single element canister type, RH Service Side
Air Cleaner Service Indicator
Air Cleaner Rain Cap
Glow plug cold start system, Starting Aid, 24 V DC
Dry insulated turbocharger

COOLING SYSTEM

Heat exchanger cooled packages with Cupro-nickel tube bundle Sized for 50 Deg C Ambient Air & 32 Deg C Sea Water
Sea Water Pump & Lines group for use with heat exchanger cooled engines
De-aeration expansion tank, high capacity
Gear driven centrifugal jacket water pump
Gear driven self priming sea water pump
Plate type engine oil cooler
Caterpillar Extended Life Coolant Antifreeze mixture

MCS CONTROL SYSTEM - 24 VOLT DC – MARINE SOCIETY APPROVAL- ABS

Control Panel, IP44 Enclosure, Shipped Loose for Remote Mounting,
Marine Classification Society (MCS) for manned & unmanned engine room includes:

AC Extension Harness, 18 feet long, - Shipped Loose
DC Extension Harness, 18 feet long, - Shipped Loose
Electromechanical control panel including meters for:

A C Volts
A C Amps
Phase Selector switch
Voltage Frequency
Tachometer
Operating hours
Oil pressure

CITY of CHICAGO Water Department
- M/V Tug Versluis

Attn: Mr. Tom Courtney 312 742-1064T,
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07/02/10 R1 08/26/10 R2 02/16/11 R2 – APRIL 06, 2011

SUBJECT: CATERPILLAR C 4.4 DITA MARINE
SOCIETY COMPLIANT GEN SET
REVISION 3 – PRICE, DELIVERY, INSTALLATION

CONTROL SYSTEM - 24 VOLT DC – MARINE SOCIETY APPROVAL ABS – CONTINUED:

Coolant temperature
DC volts
Control Switch for Off / Manual / Auto
Cycle Cranking

Alarms and shutdowns per marine society requirements:

Alarms:

Low oil pressure
High oil temperature
High jacket water temperature
Low coolant
Low water pressure
Over Crank
High pressure fuel line leak
Low fuel tank level alarm

Shutdowns with indicating lights for:

Low oil pressure
High jacket water coolant temperature
Engine Overcrank
Overspeed
Emergency Stop Switch, with Guard
Fail to Start

Additional Features include:

Preheat function – Starting Aid
Generator Running light
Remote Start Disabled light
Common alarm / shutdown light
Alarm & Silence Switch
Volt Free Contacts (common alarm / shutdown, & generator running)

Customer supplied switch inputs are required for the low fuel tank level

Governor Droop Kit – 300 / 1 or 400 / 1 Amp full load this droop kit - ***enables paralleling with appropriate customer supplied switch-gear.***

ELECTRICAL SYSTEM

Negative isolated ground electric system

Engine Voltage 24 V DC, Includes DC Wiring, Relay Box, Battery Isolator Switch

Alternator, Charging, 24 V DC, Belt Driven, RH Mounted

Starter, 24 V DC Insulated, LH Side Mounted

Alternator & Damper Guard

Jacket Water Heater, 120 Volts AC, 60 Hertz, Single Phase, Includes wire location for customer connection

EXHAUST SYSTEM

Water-cooled exhaust manifold

Dry insulated turbocharger, Rear Mounted

CITY of CHICAGO Water Department
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SUBJECT: **CATERPILLAR C 4.4 DITA MARINE**
SOCIETY COMPLIANT GEN SET
REVISION 3 – PRICE, DELIVERY, INSTALLATION

EXHAUST SYSTEM - CONTINUED :

Stainless Steel Flexible Exhaust Connector, Two Ply, with liner, Marine Continuous Duty Rated Exhaust Connector with Gasket and Hardware

FUEL SYSTEM

Primary fuel filter / water separator with NPT connectors Meets MCG Requirement - Shipped Loose
Secondary Fuel Filter (LH), Duplex Includes Low Pressure Fuel Lines, required by Society
Fuel priming pump electric
Energize to run shutoff solenoid
Flexible Fuel Lines, One (1) Set, includes pipe thread adapters for line connections. Meets BS ISO 15540 requirements and 30 Minute Flame Resistance. Exceed U. S. Coast Guard Requirements, but is not USCG Approved - Shipped Loose
Energize to stop shutoff solenoid – Required by Marine Society
Double Wall Fuel Lines With mounted alarm reservoir, Provides installed alarm reservoir with volt free alarm contact for customer connection. Required for SOLAS Approval, incorporating shielding

FLYWHEEL & FLYWHEEL HOUSING SYSTEM

Flywheel Housing, SAE No. 3, Single Starter Hole mounting, Single Starter Supplied
Flywheel, SAE 3

GENERATOR SYSTEM

Generator Manufacturer	Caterpillar – LeRoy Somer
Generator Model	LSA 44.2
Generator Part Number	2665 3731
Generator Excitation	AREP Excitation Separately Excited Auxiliary Winding Provides 300 % Short circuit current up to 10 Seconds
Generator Winding	Form Wound
Generator Pitch	0.667
Generator Insulation	Class H Insulation
Generator Leads	12 Lead Re-connectable
Generator Poles	Four (4)
Generator Bearings	One (1)
Generator Regulator	Solid State voltage
Generator Regulator Control	Regulator with integral voltage adjustment potentiometer
Generator Temperature Rise	Class F Temp Rise @ 40 Deg C Ambient, 105 Deg C Rise
Generator Enclosure	IP23 Water Protection
Generator Termination	Connection poles
Generator Space Heater	120 V AC or 240 V AC, 1 Phase, 60 Hz - <u>Customer to Specify Voltage</u>
Generator CT's	Three (3) 300 / 1 or 400 / 1 Amp Current Transformers, Mounted

CITY of CHICAGO Water Department
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07/02/10 R1 08/26/10 R2 02/16/11 **R2 – APRIL 06, 2011**
SUBJECT: **CATERPILLAR C 4.4 DITA MARINE**
SOCIETY COMPLIANT GEN SET
REVISION 3 – PRICE, DELIVERY, INSTALLATION

GOVERNING SYSTEM

Electronic governor

LUBRICATION SYSTEM

Lubricating oil, Caterpillar MDEO, SAE -15W40, API Type - CF4, First Fill
Oil filter (LH)
Dipstick (LH)
Crankcase Fumes disposal closed system, mounted and piped

MARINE SOCIETY REQUIREMENTS

ABS (American Bureau of Shipping) specification, manufacturer's statements for Engine, Generator and generator set package. Provides serial number specific, Classification Society Stamped product certificate.

MOUNTING SYSTEM

Steel base frame with drip pan
Anti-vibration mounts

GENERAL

Single side service (LH)
Paint Caterpillar Yellow

LITERATURE

Literature - English Language, TWO (2) Sets includes:
Operation and Maintenance Instruction Book,
Two (2) Paper Copy Parts Book
Two (2) CD Copy of Parts Book
Other miscellaneous forms

STORAGE PRESERVATION

This protects engine and accessories from functional deterioration for a minimum of one year under outside storage conditions. Includes standard protective measures plus vapor corrosion inhibitor in all internal compartments and glycol solution in cooling system. If generator set is stored longer than TWO (2) years, Storage Preservation needs to be Re-applied at an additional cost.

LONG TERM INSIDE STORAGE (NOT OUTSIDE) CONTAINMENT DEVICE

The generator sets and ship loose material box per generator set will be packaged in a lockable containment bag with dessicant material, on a support skid, so that all components of each generator set will be packaged individually per each generator set.

This is addition to the above listed storage preservation being provided for the engine internal protection prior to the generator set being installed in the vessel.

CITY of CHICAGO Water Department
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07/02/10 R1 08/26/10 R2 02/16/11 **R2 – APRIL 06, 2011**
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SOCIETY COMPLIANT GEN SET
REVISION 3 – PRICE, DELIVERY, INSTALLATION

LONG TERM INSIDE STORAGE (NOT OUTSIDE) CONTAINMENT DEVICE - CONTINUED

The generator sets with the shipped loose components are to be stored at the City of Chicago Jardine Water facility. Protection of the generator sets and materials the responsibility of the City of Chicago Water Department once the equipment is delivered or picked up by the city.

GENERATOR SET TEST REPORT

Results at full load reported are: engine RPM, frequency, average voltage, line to line voltages for all three phases, average current, line current for all phases, and observed power all at unity power factor. Engine RPM, average voltage, and line to line voltages for all phases are also reported at no load.

START-UP / ENGINEERING

Marine PAR testing of generator set, TWO (2) DAY, EIGHT (8) Hours Maximum, Including Travel time, Normal Business Hours, per generator set at Local Chicago Area Shipyard. Any different location other than Chicago Area, will result in an additional cost depending on the location and requirements. Any additional time required due to non warrantable failure, subject to additional charges. Prior notification and an estimation of time and material costs to be provided prior to work being performed. A purchase order for any additional labor must be sent to Ms. Lisa Woods at 630 – 530 – 2200 xt 4424

76 EkW 240 VOLT AC GENERATOR SET PRICING

NET PRICE EACH, 76 EkW, 240 Volt AC - MCS CERTIFIED GENERATOR SET AS PER THE ABOVE CONSISTS and DESCRIPTION and CONFIGURATION, fob Patten Power Systems Elmhurst, Illinois location \$45,211.00 EACH

COMBINED TOTAL NET PRICE FOR TWO (2) 76 EkW, 240 Volt AC MCS CERTIFIED MARINE GENERATOR SETS AS PER THE ABOVE \$90,422.00

AVAILABILITY: NINETEEN (19) WEEKS as of APRIL 06, 2011

TOTAL LEAD TIME COMPRISED OF:

GENERATOR SET - FOURTEEN (14) WEEKS AFTER RECEIPT OF ORDER.

FREIGHT INBOUND -FOUR (4) WEEKS FOR FREIGHT

ASSEMBLY - ONE (1) WEEK FOR ASSEMBLY TIME IF REQUIRED

NOTE: A PRICE INCREASE HAS BEEN ANNOUNCED. THIS PRICE WILL BE SUBJECT TO CHANGE SHOULD A PURCHASE ORDER NOT BE SENT PRIOR TO APRIL 25, 2011

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SUBJECT: **CATERPILLAR C 4.4 DITA MARINE**
SOCIETY COMPLIANT GEN SET
REVISION 3 – PRICE, DELIVERY, INSTALLATION

WARRANTY

WARRANTY PROVIDED – THREE (3) YEARS OR 36 MONTHS OR 2,000 HOURS WITH ZERO DEDUCTIBLE AS PER CATERPILLAR GUIDELINES. INCLUDES CATERPILLAR. STANDARD MARINE WORLD WIDE PRODUCTS WARRANTY – SELF 5393 – 01 GOVERNMENTAL OR REVENUE PRODUCING, DATED: JANUARY 01-2006.

STANDARD MANUFACTURERS WARRANTY - applies to all non-Caterpillar equipment. Patten will Administer all warranty claims during the appropriate warranty period.
ALL OTHER MANUFACTURERS WARRANTY is for components only. Labor associated with these claims will be charged accordingly.

QUOTATION VALIDITY PERIOD:

THIS QUOTATION EXPIRES 30 DAYS FROM THE DATE OF ISSUANCE.

FINANCIAL TERMS:

Financial Terms: Net cash 30 days upon receipt of invoice, with credit approval. Equipment will be invoiced at the contracted amount when ready for shipment. Retainers are not allowed unless previously negotiated and are identified in this proposal. Late charges of 1-1/2% per month will be assessed for late payments and customer will also be responsible for any collection costs and expenses, including reasonable attorney's fees. Equipment storage fees may apply when delivery is not accepted when ready for shipment. Sales tax is NOT included in the purchase price and will be charged at the current tax rate, if applicable.

Additional Terms and Conditions: The scope of supply for this quotation is limited to the equipment and services listed in this proposal. The customer is responsible for any and all installation of the above Equipment unless specifically modified by this proposal. All equipment needed to perform any loading or unloading of the Equipment supplied by Patten Power Systems is the responsibility of the customer unless specifically modified by this proposal. Unless specifically listed in our bill of material, equipment not indicated is to be supplied by others. We reserve the right to correct any errors or omissions. Customer's signature on this quotation or the issuance of a purchase order or other acknowledgement by customer for the Equipment shall constitute acceptance of this quotation subject only to the terms and conditions set forth herein notwithstanding any terms and conditions contained in any such purchase order or other acknowledgment or communication from the customer which are different from or in addition to the terms and conditions of this quotation. Changes to the terms of this quotation may only be made by the express written agreement of Patten Power Systems will not be responsible for any labor or material charges by others associated with the start-up and installation of this equipment unless previously agreed upon, in writing by Patten Power Systems. This quotation is valid for 30 calendar days or sooner with notice. The prices stated herein are subject to any manufacturer increases if the order is not released for manufacture within 90 calendar days from order date or, if drawings for approval are required, the drawings are not returned and released for manufacture within 30 calendar days of mailing date. For any completed order, scheduled for shipment, that is held, delayed or rescheduled at the request of the Buyer, Seller may, at its sole option, ship to storage, invoice, and transfer title, all at

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07/ 02/10 R1 08/26/10 R2 02/16/11 **R2 – APRIL 06, 2011**
SUBJECT: CATERPILLAR C 4.4 DITA MARINE
SOCIETY COMPLIANT GEN SET
REVISION 3 – PRICE, DELIVERY, INSTALLATION

FINANCIAL TERMS - CONTINUED:

Additional Terms and Conditions - Continued:

the sole cost and risk of loss of the Buyer. Buyer may terminate or cancel an order by written notice and upon payment of appropriate charges based upon a percentage of the quoted sales price at the stage of completion: 10% hold for approval status and 100% released for manufacture status.

CUSTOMER ACCEPTANCE:

PATTEN POWER SYSTEMS

Customer Signature & Date

JOHN NICHOLSON
JOHN NICHOLSON - MARINE SALES
Tele: 630 – 530 – 2200
Fax : 630 – 530 – 0998
Mobil: 847 – 310 – 5010
E mail: Nicholsonj@pattenpower.com - office
: CATMANDO30@AOL.COM - home office

This information is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. No waiver of applicable privilege and/or protection against disclosure is intended.
If you are not the intended recipient, you are hereby notified that any use of, dissemination, distribution or copy of this communication is strictly prohibited. If you receive this communication in error, please notify us immediately by telephone so that we can arrange return of the original message to us at no cost to you.

ATTACHMENTS: JJN0149-01+

Effective with sales to the first user on or after January 1, 2006

CATERPILLAR LIMITED WARRANTY

Marine Products Worldwide

Caterpillar Inc., or any of its subsidiaries ("Caterpillar"), warrants new marine propulsion engines, marine auxiliary engines, marine generator sets, and branded marine transmissions (branded means having the Caterpillar brand nameplate installed) sold by it (including any products of other manufacturers packaged and sold by Caterpillar), to be free from defects in material and workmanship.

This warranty is subject to the following:

Standard Warranty Period

- For new 3054, 3056, C1.5, C2.2 and C4.4 marine generator sets used in **revenue producing or governmental applications**, the standard warranty period is 12 months or 2000 hours, whichever occurs first, after date of delivery to the first user.
- For all other new marine propulsion engines, marine auxiliary engines, marine generator sets, and branded marine transmissions sold by Caterpillar for use with such engines, used in **revenue producing or governmental applications**, the standard warranty period is 12 months after date of delivery to the first user.
- For new 3054, 3056, C1.5, C2.2 and C4.4 marine generator sets used in **non-revenue producing pleasure craft applications**, the standard warranty period is 24 months or 2000 hours, whichever occurs first, after date of delivery to the first user.
- For new 3034, 3054, 3056, 3126, 3126B and C7 marine propulsion engines, and branded marine transmissions sold by Caterpillar for use with such engines, used in **non-revenue producing pleasure craft applications**, the standard warranty period is 24 months or 1000 hours, whichever occurs first, after date of delivery to the first user.

- For all other new marine propulsion engines, marine auxiliary engines, marine generator sets and branded marine transmissions sold by Caterpillar for use with such engines, used in **non-revenue producing pleasure craft applications**, the standard warranty period is 24 months after date of delivery to the first user.

Extended Warranty

An extended warranty period applies for new marine propulsion engines, marine auxiliary engines and marine generator sets used in **non-revenue producing pleasure craft applications** only and applies solely to the following engine components: cylinder block casting, crankshaft, connecting rod assemblies, cylinder head casting, camshaft, flywheel housing, flywheel, timing gear cover/housing, crankshaft gear, timing gears, camshaft gear, accessory drive gears, jacket water pump housing, oil pan, exhaust manifold, intake manifold and engine oil cooler housing.

- The extended warranty period for new 3034, 3054, 3056, 3126, 3126B and C7 marine propulsion engines and new 3054, 3056, C1.5, C2.2, C4.4 marine generator sets used in **non-revenue producing pleasure craft applications** is 60 months or 2000 hours, whichever occurs first after date of delivery to the first user.
- The extended warranty period for all other new marine propulsion engines, marine auxiliary engines and marine generator sets used in **non-revenue producing pleasure craft applications** is 60 months after date of delivery to the first user.

This warranty runs concurrently with the standard warranty period.

Caterpillar Responsibilities

If a defect in material of workmanship is found during the standard warranty period, or extended warranty period if applicable, Caterpillar, will, during normal working hours and through a place of business of a Caterpillar dealer or other source approved by Caterpillar:

- Provide (at Caterpillar's choice) new, remanufactured or Caterpillar-approved repaired parts or assembled components needed to correct the defect.
- Replace lubricating oil, filters, antifreeze and other service items made unusable by the defect.
- Provide reasonable or customary labor needed to correct the defect, including labor to disconnect the product from and reconnect the product to its attached equipment, mounting, and support systems, if required.

For 3034, 3054, 3056, 3126, 3126B, and C7 marine propulsion engines and 3054, 3056, C1.5, C2.2 and C4.4 marine generator sets and branded marine transmissions sold by Caterpillar for use with such engines during the standard or extended warranty period.

- Provide travel labor, up to six hours round trip including reasonable mileage (per repair) if, in the opinion of Caterpillar, the product cannot reasonably be transported to a place of business of a Caterpillar dealer or other source approved by Caterpillar.

For all other product during the standard or extended warranty period, if applicable:

- Provide reasonable travel expenses for authorized mechanics, including meals, mileage and lodging when Caterpillar chooses to make the repair on-site.

Note: Items replaced under warranty become the property of Caterpillar.

(continued on reverse side. .)

User Responsibilities

During the standard and extended warranty periods, the user is responsible for:

- Providing proof of the delivery date to the first user.
- Premium or overtime labor costs.
- Labor and material costs for product removal and reinstallation, except as stated under "Caterpillar Responsibilities".
- All costs for transporting the product or equipment in which the product is installed.
- Travel expenses not covered under "Caterpillar Responsibilities".
- Parts shipping charges in excess of those which are usual and customary.
- Local taxes, if applicable.

- Costs to investigate complaints, unless the problem is caused by a defect in Caterpillar material or workmanship.
- Giving timely notice of a warrantable failure and promptly making the product available for repair.
- Performance of the required maintenance and use of proper fuel, oil, lubricants and coolant.
- For electronically controlled engines, allowing Caterpillar access to all electronic data stored in the Electronic Control Module.

Limitations

Caterpillar is not responsible for:

- Failures resulting from any use or installation which Caterpillar judges improper.
- Failures resulting from attachments, accessory items and parts not sold or approved by Caterpillar.

- Failures resulting from abuse, neglect and/or improper repair.
- Failures resulting from user's delay in making the product available after being notified of a potential product problem.
- Failures resulting from unauthorized repair or adjustments, and unauthorized fuel-setting changes.
- Damage to parts, fixtures, housings, attachments, and accessory items, which are not part of the engine, generator set or transmission (including any products of other manufacturers packaged and sold by Caterpillar).
- Repair of components sold by Caterpillar that is warranted directly to the user by their respective manufacturer. Depending on type of application, certain exclusions may apply. Consult your Caterpillar dealer for more information.

For products operating outside of Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands and Tahiti, the following is applicable:

NEITHER THE FOREGOING EXPRESS WARRANTY NOR ANY OTHER WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED, IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS WHICH IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. REMEDIES UNDER THIS WARRANTY ARE LIMITED TO THE PROVISION OF MATERIAL AND SERVICES, AS SPECIFIED HEREIN. CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION (CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS) IS EXCLUDED IN ITS ENTIRETY.

For personal or family use engines or marine transmissions operating in the USA, its territories and possessions, some states do not allow limitations on how long an implied warranty may last nor allow the exclusion or limitation of incidental or consequential damages. Therefore, the previously expressed exclusion may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights, which vary by jurisdiction. To find the location of the nearest Caterpillar dealer or authorized repair facility, call (800) 447-4986. If you have questions concerning this warranty or its application, call or write: In USA and Canada: Caterpillar Inc., Engine Division, P. O. Box 610, -Mossville, IL 61552-0610, Attention: Customer Service Manager (800) 447-4986. Outside the USA and Canada:

Contact your Caterpillar dealer.

For products operating in Australia, Fiji, Nauru, New Caledonia, New Zealand, Papua New Guinea, the Solomon Islands and Tahiti, the following is applicable:

THIS WARRANTY IS IN ADDITION TO WARRANTIES AND CONDITIONS IMPLIED BY STATUTE AND OTHER STATUTORY RIGHTS AND OBLIGATIONS THAT BY ANY APPLICABLE LAW CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED ("MANDATORY RIGHTS"). ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), ARE EXCLUDED.

NEITHER THIS WARRANTY NOR ANY OTHER CONDITION OR WARRANTY BY CATERPILLAR, EXPRESS OR IMPLIED (SUBJECT ONLY TO THE MANDATORY RIGHTS), IS APPLICABLE TO ANY ITEM CATERPILLAR SELLS WHICH IS WARRANTED DIRECTLY TO THE USER BY ITS MANUFACTURER.

TO THE EXTENT PERMITTED UNDER THE MANDATORY RIGHTS, IF CATERPILLAR IS THE SUPPLIER TO THE USER, CATERPILLAR'S LIABILITY SHALL BE LIMITED AT ITS OPTION TO (a) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN, AND (b) IN THE CASE OF GOODS, THE REPAIR OR REPLACEMENT OF THE GOODS, THE SUPPLY OF EQUIVALENT GOODS, THE PAYMENT OF THE COST OF SUCH REPAIR OR REPLACEMENT OR THE ACQUISITION OF EQUIVALENT GOODS.

CATERPILLAR EXCLUDES ALL LIABILITY FOR OR ARISING FROM ANY NEGLIGENCE ON ITS PART OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN RESPECT OF THE MANUFACTURE OR SUPPLY OF GOODS OR THE PROVISION OF SERVICES RELATING TO THE GOODS.

CATERPILLAR IS NOT LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES UNLESS IMPOSED UNDER MANDATORY RIGHTS.

IF OTHERWISE APPLICABLE, THE VIENNA CONVENTION (CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS) IS EXCLUDED IN ITS ENTIRETY.

This warranty covers every major component of the products. Claims under this warranty should be submitted to a place of business of a Caterpillar dealer or other source approved by Caterpillar. For further information concerning either the location to submit claims or Caterpillar as the issuer of this warranty, write Caterpillar Inc., 100 N. E. Adams St., Peoria, IL USA 61629.

**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT**

SECTION I – GENERAL INFORMATION

A. Legal name of Disclosing Party submitting this EDS. Include d/b/a if applicable:

PATTEN INDUSTRIES, INC d/b/a PATTEN POWER SYSTEMS

Check ONE of the following three boxes:

Indicate whether Disclosing Party submitting this EDS is:

1. the Applicant
OR
2. a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which Disclosing Party holds an interest: _____
OR
3. a specified legal entity with a right of control (see Section II.B.1.b.) State the legal name of the entity in which Disclosing Party holds a right of control: _____

B. Business address of Disclosing Party: 615 WEST LAKE STREET
ELMHURST, IL 60126

C. Telephone: 630-530-2200 Fax: 630-530-0998 Email: NICHOLSON.J@PATTENPOWER.COM

D. Name of contact person: JOHN NICHOLSON

E. Federal Employer Identification No. (if you have one): 36-1604820

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):

SALE OF TWO (2) CATERPILLAR C4.4 MARINE 76KW GENERATOR SETS

G. Which City agency or department is requesting this EDS? CITY OF CHICAGO WATER DEPARTMENT

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # PER ATTACHED QUOTATION and Contract # _____
DATED: 02/16/2011 REV 2

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

- | | |
|---|--|
| <input type="checkbox"/> Person | <input type="checkbox"/> Limited liability company* |
| <input type="checkbox"/> Publicly registered business corporation | <input type="checkbox"/> Limited liability partnership* |
| <input checked="" type="checkbox"/> Privately held business corporation | <input type="checkbox"/> Joint venture* |
| <input type="checkbox"/> Sole proprietorship | <input type="checkbox"/> Not-for-profit corporation |
| <input type="checkbox"/> General partnership* | (Is the not-for-profit corporation also a 501(c)(3))? |
| <input type="checkbox"/> Limited partnership* | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Trust | <input type="checkbox"/> Other (please specify) |

* Note B.1.b below.

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

DELAWARE

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

- Yes No N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1.a. List below the full names and titles of all executive officers and all directors of the entity. For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

Name	Title
<u>BYRON C. PATTEN JR</u>	<u>PRESIDENT & DIRECTOR</u>
<u>GARRETT PATTEN</u>	<u>SECRETARY & DIRECTOR</u>
<u>GEORGE KAPITZKY</u>	<u>TREASURER</u>
<u>STEPHEN E. RYD</u>	<u>DIRECTOR</u>

1.b. If you checked "General partnership," "Limited partnership," "Limited liability company," "Limited liability partnership" or "Joint venture" in response to Item A.1. above (Nature of Disclosing Party), list below the name and title of each general partner, managing member, manager or

any other person or entity that controls the day-to-day management of the Disclosing Party. NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
N/A	

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." NOTE: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
90% BYRON C PATTEN JR = 90%		
10% GABRIEL G. PATTEN	635 WEST LAKE ST, ELMHURST, IL 60126	100%

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

Yes No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total

amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated)
N/A			

(Add sheets if necessary)

Check here if the Disclosing party has not retained, nor expects to retain, any such persons or entities.

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the term of the contract.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

Yes No No person owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

Yes No

B. FURTHER CERTIFICATIONS

1. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause B.1.b. of this Section V;
- d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

2. The certifications in subparts 2, 3 and 4 concern:

- the Disclosing Party;
- any "Applicable Party" (meaning any party participating in the performance of the Matter, including but not limited to any persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Applicable Parties, the term Affiliated Entity means a person or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another person or entity;

• any responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Applicable Party, nor any Affiliated Entity of either the Disclosing Party or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

3. Neither the Disclosing Party, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

4. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

5. The Disclosing Party understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-56 of the Municipal Code (Office of the Inspector General).

6. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

NONE

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

For purposes of this Part C, under Municipal Code Section 2-32-455(b), the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code. (Additional definitions may be found in Municipal Code Section 2-32-455(b).)

1. CERTIFICATION

The Disclosing Party certifies that the Disclosing Party (check one)

is is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter

2-32 of the Municipal Code, explain here (attach additional pages if necessary):

N/A

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

Yes

No

NOTE: If you checked "Yes" to Item D.1., proceed to Items D.2. and D.3. If you checked "No" to Item D.1., proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

Yes

No

3. If you checked "Yes" to Item D.1., provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name

Business Address

Nature of Interest

N/A

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

The Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and has disclosed in this EDS any and all such records to the City. In addition, the Disclosing Party must disclose the names of any and all slaves or slaveholders described in those records. Failure to comply with these disclosure requirements may make the Matter to which this EDS pertains voidable by the City.

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all requisite information as set forth in that paragraph 2.

1. The Disclosing Party verifies that (a) the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and (b) the Disclosing Party has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of names of any slaves or slaveholders.

2. The Disclosing Party verifies that, as a result of conducting the search in step 1(a) above, the Disclosing Party has found records relating to investments or profits from slavery, the slave industry, or slaveholder insurance policies and/or the names of any slaves or slaveholders. The Disclosing Party verifies that the following constitutes full disclosure of all such records:

SECTION VI -- CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Begin list here, add sheets as necessary):

N/A

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.

If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any person or entity for influencing or attempting to influence an officer or employee of any agency (as defined by applicable federal law), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the Matter, the Disclosing Party must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The form may be obtained online from the federal Office of Management and Budget (OMB) web site at <http://www.whitehouse.gov/omb/grants/sfillin.pdf>, linked on the page http://www.whitehouse.gov/omb/grants/grants_forms.html.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

Yes No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

Yes No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

Yes No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

Yes No

If you checked "No" to question 1. or 2. above, please provide an explanation:

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

A. By completing and filing this EDS, the Disclosing Party acknowledges and agrees, on behalf of itself and the persons or entities named in this EDS, that the City may investigate the creditworthiness of some or all of the persons or entities named in this EDS.

B. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

C. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

D. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

E. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

F. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires.

The Disclosing Party represents and warrants that:

G. The Disclosing Party has not withheld or reserved any disclosures as to economic interests in the Disclosing Party, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks City Council or other City agency action.

For purposes of the certifications in H.1. and H.2. below, the term "affiliate" means any person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity.

H.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its affiliates delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

H.2. If the Disclosing Party is the Applicant, the Disclosing Party and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

H.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in H.1. and H.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in H.1., H.2. or H.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

PATTEN INDUSTRIES, INC
(Print or type name of Disclosing Party)

Date: 2-17-2011

By:

George Kapitzky
(sign here)

George Kapitzky

(Print or type name of person signing)

CEO

(Print or type title of person signing)

Signed and sworn to before me on (date) 2-17-11, by KAREN H. KRANAK
at DePue County, IL (state).

Karen H. Kraynak Notary Public.

Commission expires:

