



## Public Building Commission of Chicago Contractor Payment Information

Project: Everett McKinley Dirksen Elementary School Modular

Contract Number: 1549C

JOC Contractor: Leopardo Companies

Payment Application: #1

Amount Paid: \$375,708.74

Date of Payment to General Contractor: 9/18/13

The posting of all or any portion of a contractor's payment application on the PBC's website is done solely for the purpose of providing information to subcontractors with respect to the amount the contractor has requested as payment for its subcontractors on the posted portion of the payment application. The posting of this information is provided for in the PBC's Standard Terms and Conditions for Construction Contracts Section 16.09 entitled, Prompt Payment to Subcontractors. The PBC makes no representations or warranties with respect to any of the information provided by contractors on the contractors' payment applications. If you are a subcontractor, and have any questions regarding the information on a posted payment application, you should contact the general contractor.

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# Leopardo

COMPANIES, INC.  
LCI Management Services  
Leopardo Construction

**Corporate Headquarters:**

5200 Prairie Stone Parkway, Hoffman Estates, IL 60192  
TEL: 847.783.3000 FAX: 847.783.3001  
www.leopardo.com

**Chicago Office:**

333 W. Wacker Drive . Chicago, IL 60606  
TEL: 312.332.7570 FAX: 312.332.7572

**To:** Public Bldg. Comm. of Chicago  
50 West Washington Street, Room 200  
Chicago, IL 60602

**Date:** 07/23/13  
**Invoice:** 38898  
**Payout # :** 1  
**Job:** 13-6158  
**Terms:** net 30

**Attn:** Don Wilson

Description	Totals
Lyon Elementary Bid Package 1 2941 N. McVicker Ave. Chicago, IL	
Client Reference 19020-C1549C-003-000	
Amount of Contract .....	771,570.08
Extras to Contract .....	-10,673.00
Adjusted Total Contract .....	760,897.08
Work Completed to Date .....	480,738.10
Less Retained .....	48,073.85
Net Amount Earned .....	432,664.25
Net Amount Previously Invoiced .....	0.00
Total of This Invoice .....	432,664.25
Balance to Become Due Including Retention .....	328,232.83
Change Order Summary .....	1 - 1
<b>Please send check to :</b>	
Leopardo Companies, Inc. 333 W. Wacker Drive, Suite 250 Chicago, IL 60606	
<b>Attention:</b> Erika Dominguez	



Richard J. Daley Center  
50 W. Washington Street  
Room 200  
Chicago, Illinois 60602  
(312) 744-3090  
FAX (312) 744-8005  
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Chairman  
RAHM EMANUEL  
Mayor  
City of Chicago

Executive Director  
ERIN LAVIN CABONARGI

## Job Order Notice To Proceed

**Job Order Number:** 19020-C1549C-003-000  
**Job Order Name:** Lyon Elementary Modular Finish Package  
**Work Type:** School  
**Contract Number:** 1549C  
**Contractor:** Leopardo Companies, Inc.  
**File Code:** 03-07-06  
**User Agency:** The Board of Education of the City of Chicago

July 03, 2013

Pete Oldendorf  
Leopardo Companies, Inc.  
333 W. Wacker Dr., Ste 250  
Chicago, IL 60606  
Dear Pete Oldendorf:

The Public Building Commission of Chicago accepts Leopardo Companies, Inc. Job Order Proposal dated 06/30/2013. This Notice to Proceed (NTP) authorizes Leopardo Companies, Inc. to proceed with the construction of the above project according to the detail scope of work date for a Lump Sum amount of \$760,897.08.

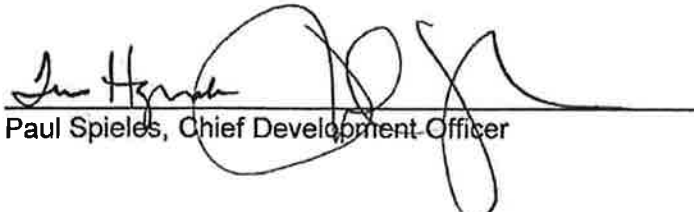
This project is subject to the terms and conditions in Contract #1549C. The effective date of this NTP is 6/11/2013.

Construction of the project is to be complete no later than 08/11/2013. Liquidated damages for delay will be assessed according to Article 10.04 of the General Conditions.

The above referenced services have been approved by the Executive Director of the Public Building Commission of Chicago. All terms and compensation are as per the Contract except as specifically modified herein.

  
\_\_\_\_\_  
Rosalinda Castillo, Deputy Director of Procurement

7-8-13  
Date

  
\_\_\_\_\_  
Paul Spieles, Chief Development Officer

7-5-13  
Date

# PUBLIC BUILDING COMMISSION OF CHICAGO

## EXHIBIT B

### CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT (1 of 4)

PROJECT NAME: Lyon Elementary Bid Package 1  
 PBC PROJECT: 19020-C1549C-003-000

CONTRACTOR: LEOPARDO COMPANIES, INC.  
333 W. WACKER DRIVE, STE. 250  
CHICAGO, IL 60606

DATE: 8/8/2013

JOB LOCATION:

APPLICATION PAYMENT # 1

PERIOD FROM: 6/17/13 - 7/17/13

OWNER: **PUBLIC BUILDING COMMISSION OF CHICAGO**

STATE OF ILLINOIS }  
 } SS  
 COUNTY OF COOK }

The affiant, Rick J. DuPraw first being duly sworn on oath, deposes and says that he/she is, Sr. Vice President  
 for LEOPARDO COMPANIES, INC. a(n) ILLINOIS Corporation and duly authorized to make this Affidavit on behalf of said  
 corporation and for him/herself individually; that he/she is well acquainted with the facts set forth herein and that said corporation is the Contractor with the  
 PUBLIC BUILDING COMMISSION OF CHICAGO, owner, under Contract No. 1483 dated the 5th day of june  
2013 for the General Construction on the following project:

Project Name Lyon Elementary Bid Package 1  
 Project 19020-C1549C-003-000

That the following statements are made for the purpose of procuring a partial payment \$ \$432,664.25 under the terms of said  
 Contract, That, for the purpose of said Contract, the following persons have been contracted with and have furnished or prepared materials, equipment  
 supplies, and services for, and have done labor and said improvement.

That, the respective amounts set forth opposite their names is the full amount of money due and to become due to each of them respectively,

That, the work for which payment has been requested has been completed, free and clear of any all claims, liens, charges and expenses of any kind  
 whatsoever and in full compliance with the Contract Documents and the requirements of said Owner under them;

That this statement is a full, true, and complete statement of all such persons and of the full amount now due and the amount heretofore paid to each of them  
 for such labor, materials, equipment, supplies and services, furnished or prepared by each of them to or on account of said work, as stated:

CSI Designation	1	2	3	4	5	6 7 8			9	10	11	12
	Subcontractor Name (Title Description) Subcontractor Address	Original Contract Amount	Change Orders	Adjusted Contract amount	% Complete	----- Work Completed -----			Retainage	Previous Billings	Net Amount Due	Remaining to Bill
						Previous	Current	Total				
General Conditions	Leopardo Companies, Inc. 333 W. Wacker Drive, Ste. 250 Chicago, IL 60606	\$118,628.00		\$118,628.00	65%	\$ -	\$ 77,108.20	\$ 77,108.20	\$ 7,710.82	\$ -	\$ 69,397.38	\$ 49,230.62
Lanscaping	Contract has not been let	\$ 15,800.00		\$ 15,800.00	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,800.00
Sewer Televising	National Power Rodding Co. 2500 W. Arthington Rd Chicago, IL	\$ 5,360.00		\$ 5,360.00	65%	\$ -	\$ 3,484.00	\$ 3,484.00	\$ 348.40	\$ -	\$ 3,135.60	\$ 2,224.40

**PUBLIC BUILDING COMMISSION OF CHICAGO**

**EXHIBIT B**

**CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT (2 of 4)**

CSI Designation	1 Subcontractor Name (Title Description) Subcontractor Address	2 Original Contract Amount	3 Change Orders	4 Adjusted Contract amount	5 % Complete	6 ----- Work Completed -----			9 Retainage	10 Previous Billings	11 Net Amount Due	12 Remaining to Bill
						7 Previous	8 Current	8 Total				
Insurance	Leopardo Companies, Inc. 333 W. Wacker Drive, Ste. 250 Chicago, IL 60606	\$ 19,798.00		\$ 19,798.00	65%	\$ -	\$ 12,868.70	\$ 12,868.70	\$ 1,286.87	\$ -	\$ 11,581.83	\$ 8,216.17
LEED Certification	Leopardo Companies, Inc. 333 W. Wacker Drive, Ste. 250 Chicago, IL 60606	\$ 4,000.00		\$ 4,000.00	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,000.00
Security	SkyTech Enterprises, LTD 2600 S. Michigan Ave, Suite 104 Chicago, IL 60616	\$ 12,575.00		\$ 12,575.00	65%	\$ -	\$ 8,173.75	\$ 8,173.75	\$ 817.38	\$ -	\$ 7,356.38	\$ 5,218.63
Sewer and Water	G & V Construction Company 371 Evergreen Street Bensenville, IL 60106	\$112,783.00		\$112,783.00	65%	\$ -	\$ 73,308.95	\$ 73,308.95	\$ 7,330.90	\$ -	\$ 65,978.06	\$ 46,804.95
Earthwork	Sanchez Construction Services 1950 West 43rd Street Chicago, IL	\$107,622.00		\$107,622.00	65%	\$ -	\$ 69,954.30	\$ 69,954.30	\$ 6,995.43	\$ -	\$ 62,958.87	\$ 44,663.13
Fencing	Fence Masters, Inc. 20400 S. Cottage Grove Ave Chicago Hts, IL 60411	\$ 29,401.00		\$ 29,401.00	65%	\$ -	\$ 19,110.65	\$ 19,110.65	\$ 1,911.07	\$ -	\$ 17,199.59	\$ 12,201.42
Concrete	Precision Cement Company 293 Abbotsford Court Glen Ellyn, IL 60137	\$ 72,615.00		\$ 72,615.00	65%	\$ -	\$ 47,199.75	\$ 47,199.75	\$ 4,719.98	\$ -	\$ 42,479.78	\$ 30,135.23
Masonry	A.Horn Inc. 125 Harrison Street Barrington, IL 60010	\$ 16,329.00		\$ 16,329.00	65%	\$ -	\$ 10,613.85	\$ 10,613.85	\$ 1,061.39	\$ -	\$ 9,552.47	\$ 6,776.54
Gutters & Downspouts	Knickerbocker Roofing/Paving 16851 S. Lathrop Avenue Harvey, IL 60426	\$ 14,325.00		\$ 14,325.00	65%	\$ -	\$ 9,311.25	\$ 9,311.25	\$ 931.13	\$ -	\$ 8,380.13	\$ 5,944.88
Finish Hardware	Contract has not been let	\$ 1,500.00		\$ 1,500.00	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500.00
Flooring	Paniagua Group Inc. 1001 Nicholas Blvd Ste. K Elk Grove, IL 60007	\$ 14,080.00		\$ 14,080.00	65%	\$ -	\$ 9,152.00	\$ 9,152.00	\$ 915.20	\$ -	\$ 8,236.80	\$ 5,843.20
Toilet Accessories	Carney and Company Inc. 536 Schneider Dr. South Elgin, IL 60177	\$ 8,710.00		\$ 8,710.00	65%	\$ -	\$ 5,661.50	\$ 5,661.50	\$ 566.15	\$ -	\$ 5,095.35	\$ 3,614.65

**PUBLIC BUILDING COMMISSION OF CHICAGO**

**EXHIBIT B**

**CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT (3 of 4)**

Plumbing	Birk Plumbing Inc. 5717 W. 120th Street Alsip, IL 60803	\$ 98,800.00	\$ 98,800.00	65%	\$ -	\$ 64,220.00	\$ 64,220.00	\$ 6,422.00	\$ -	\$ 57,798.00	\$ 41,002.00
Electric	Cable Communications inc. 6200 S. Oakley Chicago, IL 60636	\$ 65,697.00	\$ 65,697.00	65%	\$ -	\$ 42,703.05	\$ 42,703.05	\$ 4,270.31	\$ -	\$ 38,432.75	\$ 27,264.26
Contractor's Fee	Leopardo Companies, Inc. 333 W. Wacker Drive, Ste. 250 Chicago, IL 60606	\$ 42,874.08	\$ 42,874.08	65%	\$ -	\$ 27,868.15	\$ 27,868.15	\$ 2,786.82	\$ -	\$ 25,081.34	\$ 17,792.75

<b>AMOUNT OF ORIGINAL CONTRACT</b>	\$ 760,897.08	<b>TOTAL AMOUNT REQUESTED</b>	\$ 480,738.10
<b>EXTRAS TO CONTRACT</b>	\$ -	<b>LESS 10% RETAINED</b>	\$ 48,073.81
<b>TOTAL CONTRACT AND EXTRAS</b>	\$ 760,897.08	<b>NET AMOUNT EARNED</b>	\$ 432,664.29
<b>CREDITS TO CONTRACTS</b>		<b>AMOUNT OF PREVIOUS PAYMENT</b>	\$ -
<b>ADJUSTED CONTRACT PRICE</b>	\$ 760,897.08	<b>AMOUNT DUE THIS PAYMENT</b>	\$ 432,664.29
		<b>BALANCE TO COMPLETE</b>	\$ 328,232.79

These provisions should not be construed as conferring any rights hereunder for the benefit of Subcontractors, supplies, workers, or employees nor as enlarging or altering the application or effect of existing lien laws.

**Contractor Certifies**

that to the best of its knowledge, information and belief, the work is in accordance with the Contract Documents;  
 that suppliers of materials, services, labor and all Subcontractors (including all significant sublevels thereof) have been paid in full;  
 that the amount of the payments applied for are justified.  
 That the Final Waivers of Lien and Releases submitted herewith by affiant for affiant and each of the aforesaid person, are true, correct, and genuine;  
 that each and every Final Waiver of Lien and Release was delivered unconditionally;  
 that there is no claim either legal or equitable to defeat the validity of any of said Final Waivers of Lien and such Releases;  
 that said Final Waivers of lien and said Releases include such Final Waivers of Lien and such releases from all Subcontractors, suppliers of material or other agents acting on behalf of affiant in connection with the Work or arising out of the Work;  
 and that so far as affiant has knowledge or information, the said Final Waivers of Lien and said Releases include all the labor and material for which a claim could be made and for which a lien could be filed;  
 that neither the final payment nor any part thereof has been assigned;  
 That said Contractor herein expressly affirms that should it any time appear that any illegal or excess payments have been made to said Contractor by or on behalf of the PUBLIC BUILDING COMMISSION OF CHICAGO, whether included in a partial or in a final payment, the said Contractor will

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
**EXHIBIT B**  
**CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT (4 of 4)**

repay on demand to the PUBLIC BUILDING COMMISSION OF CHICAGO the amount or amounts so paid; and that if any lien remains unsatisfied after all payments are made, the Contractor will refund to the PUBLIC BUILDING COMMISSION OF CHICAGO all moneys that the latter may be compelled to pay in discharging such a lien including all costs and a reasonable attorney's fee.

Signed: 

Print Name: Rick J. DuPraw

Title: Sr. Vice President

Subscribed and Sworn to before me this 8 day of Aug 2013

  
Notary Public  
My Commission expires: 8.1.15

**WAIVER OF LIEN TO DATE**

STATE OF ILLINOIS

Gty # \_\_\_\_\_

}SS

COUNTY OF COOK

Loan # \_\_\_\_\_

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Leopardo Companies, Inc.

to furnish Electrical Labor & Material

for the premises known as Lyon Elementary Bid Pkg 1 13-6158005

of which Public Building Commission of Chicago is the owner.

THE undersigned, for and in consideration of Thirty-Eight Thousand Four Hundred Thirty-Two Dollars and 75/100  
( \$ 38,432.75 ) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es)

hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect and on said above - described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on moneys, funds or other considerations due to or to become due from the owner, on account of labor services, material, fixtures, apparatus or furnished to this date by the undersigned for the above-described premises not including pending or unresolved change orders which may or may not be approved.

Given under My hand and seal this 22nd day of July, 2013

Signature and Seal:

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

**CONTRACTOR'S AFFIDAVIT**

STATE OF ILLINOIS

}SS

COUNTY OF COOK

TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he/she is Susan L. Hurley

President of the Cable Communications, Inc.

who is the contractor for the Electrical work on the building located at 2941 N McVicker Ave., Chicago, IL owned by Public Building Commission of Chicago

That the total amount of the contract including extras is \$ \$65,697.00 on which she has received payment of \$ \$0.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due to or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Cable Communications, Inc.	Electrical Labor & Material	\$65,697.00	\$0.00	\$ 38,432.75	\$27,264.25
<b>TOTAL LABOR AND MATERIAL TO COMPLETE</b>		<b>\$65,697.00</b>	<b>\$0.00</b>	<b>\$ 38,432.75</b>	<b>\$27,264.25</b>

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this 23rd day of July, 2013

Signature:

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013

