Public Building Commission of Chicago
Contractor Payment Information

Project: **West Humboldt Park Branch Library**

Contract Number: **1491**

General Contractor: **Leopardo Companies Inc.**

Payment Application: **004**

Amount Paid: **$224,879.40**

Date of Payment to General Contractor: **6/3/2010**

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 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

PUBLIC BUILDING COMMISSION OF CHICAGO

EXHIBIT S

CERTIFICATE OF ARCHITECT - ENGINEER

Date: **May 12, 2010**

Project: **West Humboldt Park Branch Library**

To: Public Building Commission of Chicago
In accordance with Resolution No. adopted by the Public Building Commission of Chicago on , relating to the $ Revenue Bonds issued by the Public Building Commission of Chicago for the financing of this project (and all terms used herein shall have the same meaning as in said Resolution), I hereby certify to the Commission and to its Trustee, that:

1. Obligations in the amounts stated herein have been incurred by the Commission and that each item thereof is a proper charge against the Construction Account and has not been paid; and

2. No amount hereby approved for payment upon any contract will, when added to all amounts previously paid upon such contract, exceed 90% of current estimates approved by the Architect - Engineer until the aggregate amount of payments withheld equals 5% of the Contract Price (said retained funds being payable as set forth in said Resolution).

THE CONTRACTOR	**Leopardo Companies, Inc.**	
FOR	**West Humboldt Park Branch Library**	
is now entitled to the sum of	**$224,879.40**	
ORIGINAL CONTRACT PRICE	**$6,384,175.00**	
ADDITIONS	**$0.00**	
DEDUCTIONS	**$0.00**	
NET ADDITION OR DEDUCTION	**$0.00**	
ADJUSTED CONTRACT PRICE	**$6,384,175.00**	
TOTAL AMOUNT EARNED		**$615,161.14**
TOTAL RETENTION		**$61,516.91**
a) Reserve Withheld @ 10% of Total Amount Earned, but not to exceed 5% of Contract Price	**$61,516.91**	
b) Liens and Other Withholding	**$0.00**	
c) Liquidated Damages Withheld	**$0.00**	
TOTAL PAID TO DATE (Include this Payment)		**$553,644.23**
LESS: AMOUNT PREVIOUSLY PAID		**$328,764.83**
AMOUNT DUE THIS PAYMENT		**$224,879.40**

James Schubert
Architect - Engineer

Date: 05/18/2010

EXHIBIT A

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

STATE OF **Illinois** }

} SS

COUNTY OF }

The affiant, being first duly sworn on oath, deposes and says that he/she is **Controller**, of **Leopardo Companies, Inc.**, an **Illinois** corporation, and duly authorized to make this Affidavit in behalf of said corporation, and for him/herself individually; that he/she is well acquainted with the facts herein set forth and that said corporation is the Contractor with the PUBLIC BUILDING COMMISSION OF CHICAGO, Owner, under Contract No. **1491** dated the **24th day of September, 2009**, for (describe nature of work)

General Contracting

for (designate Project and Location)

West Humboldt Park Branch Library

733 N Kedzie Avenue, Chicago, Illinois 60626

· that the following statements are made for the purpose of procuring a partial payment of

Two hundred twenty four thousand eight hundred seventy nine and 40/100

$224,879.40

under the terms of said Contract;

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

· that for the purposes of said Contract, the following persons have been contracted with, and have furnished or prepared materials, equipment, supplies, and services for, and having done labor on 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 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:

NAME and ADDRESS	TYPE OF WORK	TOTAL CONTRACT (INCLUDE C.O.'s)	TOTAL WORK COMPLETE	LESS RETENTION (INCLUDE CURRENT)	LESS NET PREVIOUSLY PAID	NET DUE THIS PERIOD	BALANCE TO BECOME DUE
Roy Zenere Trucking & Excavating, Inc, 317 East Margaret Street, Thornton, Illinois 60476	Earthwork	194,000.00	42,140.00	4,214.00	29,700.00	8,226.00	156,074.00
To Be Let	Asphalt Paving	27,561.00	0.00	0.00	0.00	0.00	27,561.00
Arc Underground, Inc., 2114 W. Thomas St., Chicago, Illinois 60622	Sewer & Water	95,040.00	57,405.00	5,740.50	0.00	51,664.50	43,375.50
Fence Masters, 20400 Cottage Grove Ave., Chicago Heights, Illinois 60411	Fences & Gates	65,000.00	0.00	0.00	0.00	0.00	65,000.00
Atrium, Inc, 17113 Davey Rd., Lemont, Illinois 60439	Landscaping	190,000.00	0.00	0.00	0.00	0.00	190,000.00
Builders Concrete Services LLC, 31W330 Schoger Drive, Naperville, Illinois 60564	Concrete	325,080.00	86,260.00	8,626.00	68,562.00	9,072.00	247,446.00
ATMI - Dynacore, 551 S. Independence Blvd., Lockport, Illinois 60441	Precast Concrete	53,241.00	35,370.00	3,537.00	0.00	31,833.00	21,408.00
To Be Let	Masonry	376,000.00	0.00	0.00	0.00	0.00	376,000.00
Carlo Steel Corporation, 3100 East 87th Street, Chicago, Illinois 60617	Structural Steel/Misc Metals	340,000.00	96,023.00	9,602.30	86,420.70	0.00	253,579.30
To Be Let	Carpentry	61,125.00	0.00	0.00	0.00	0.00	61,125.00

EXHIBIT A

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

NAME and ADDRESS	TYPE OF WORK	TOTAL CONTRACT (INCLUDE C.O.'s)	TOTAL WORK COMPLETE	LESS RETENTION (INCLUDE CURRENT)	LESS NET PREVIOUSLY PAID	NET DUE THIS PERIOD	BALANCE TO BECOME DUE
To Be Let	Arch. Woodwork / Millwork	108,875.00	0.00	0.00	0.00	0.00	108,875.00
To Be Let	Anti-Graffit Coating	6,400.00	0.00	0.00	0.00	0.00	6,400.00
To Be Let	Air Barriers	22,350.00	0.00	0.00	0.00	0.00	22,350.00
To Be Let	Fluid Applied Roofing	332,900.00	0.00	0.00	0.00	0.00	332,900.00
LB Hall Enterprises, 101 Kelly, Unit F, Elk Grove Village, Illinois 60007	Sprayed Fireproofing	11,967.00	0.00	0.00	0.00	0.00	11,967.00
To Be Let	Intumescent Fireproofing	23,000.00	0.00	0.00	0.00	0.00	23,000.00
To Be Let	Caulking / Sealants	2,100.00	0.00	0.00	0.00	0.00	2,100.00
To Be Let	Metal Panels	280,000.00	0.00	0.00	0.00	0.00	280,000.00
American Building Services, LLC d/b/a M-D Building Material, 953 Setom Ct, Wheeling, Illinois 60090	Doors/Frames/Hardware	49,800.00	0.00	0.00	0.00	0.00	49,800.00
To Be Let	Balanced Doors	125,000.00	0.00	0.00	0.00	0.00	125,000.00
Lake Shore Glass Mirror Company, 2150 W. 32nd Street, Chicago, Illinois 60608	Aluminum Windows & Curtainwall	148,000.00	0.00	0.00	0.00	0.00	148,000.00
Alliance Drywall & Acoustical, Inc., 1080 Tower Lane, Bensenville, Illinois 60106	Metal Stud & Drywall	319,000.00	0.00	0.00	0.00	0.00	319,000.00
Q.C. Enterprises, 2722 S. Hillock Avenue, Chicago, Illinois 60608	Hard Tile	60,000.00	0.00	0.00	0.00	0.00	60,000.00
Kraftex, 740 Creel Drive, Wood Dale, Illinois 60191	Rubber Flooring Resilient Tile	82,000.00	0.00	0.00	0.00	0.00	82,000.00
To Be Let	Painting & Wallcovering	32,120.00	0.00	0.00	0.00	0.00	32,120.00
Carroll Seating Co., 2105 Lunt, Elk Grove Village, Illinois 60007	Furniture & Accessories	117,000.00	0.00	0.00	0.00	0.00	117,000.00
CCL Construction, 1905 Bernice Road, Suite 2, Lancing, Illinois 60438	Metal Wall Louvers	15,000.00	0.00	0.00	0.00	0.00	15,000.00
Art Dose, 3614 S. Lowe, chicago, Illinois 60609	Building Signage	20,590.00	0.00	0.00	0.00	0.00	20,590.00
To Be Let	Operable Partitions	14,700.00	0.00	0.00	0.00	0.00	14,700.00
Carney & Company, Inc., 636 Schneider Drive, South Elgin, Illinois 60177	Toilet Accessories	16,920.00	0.00	0.00	0.00	0.00	16,920.00
To Be Let	Flagpoles	4,500.00	0.00	0.00	0.00	0.00	4,500.00
Lift Works, 1130 Carolina, Unit F, West Chicago, Illinois 60185	Loading Dock Equipment	12,000.00	0.00	0.00	0.00	0.00	12,000.00
To Be Let	Library Shelving	110,000.00	0.00	0.00	0.00	0.00	110,000.00
To Be Let	Book Depositories	8,100.00	0.00	0.00	0.00	0.00	8,100.00
To Be Let	Appliances	1,690.00	0.00	0.00	0.00	0.00	1,690.00
To Be Let	Book Detention Equipment	65,280.00	0.00	0.00	0.00	0.00	65,280.00

EXHIBIT A

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

NAME and ADDRESS	TYPE OF WORK	TOTAL CONTRACT (INCLUDE C.O.'s)	TOTAL WORK COMPLETE	LESS RETENTION (INCLUDE CURRENT)	LESS NET PREVIOUSLY PAID	NET DUE THIS PERIOD	BALANCE TO BECOME DUE
Marvin Feig & Associates, Inc., 2311 N. Pulaski Road, Chicago, Illinois 60639	Window Treatment	4,700.00	0.00	0.00	0.00	0.00	4,700.00
D.A.M. Plumbing, 1315 N 25th Ave, Melrose Park, Illinois 60160	Plumbing	74,000.00	14,860.00	1,486.00	0.00	13,374.00	60,626.00
Henry Boysen Company, 20 W. north st, hainesville, Illinois 60030	Geo Thermal	190,000.00	40,000.00	4,000.00	0.00	36,000.00	154,000.00
All Chicago Inc., 4100 W . Belmont, Chicago, Illinois 60641	H.V.A.C.	590,000.00	10,100.00	1,010.00	0.00	9,090.00	580,910.00
Bandwidth Management, 670 Chase Avenue, Elk Grove Village, Illinois 60007	Electrical-Building	541,000.00	13,972.00	1,397.20	0.00	12,574.80	528,425.20
Leopardo Companies, Inc., 5200 Prairie Stone Parkway, Hoffman Estates, Illinois 60192	General Contracting	832,339.00	83,234.14	8,323.71	45,652.33	29,258.10	757,428.57
Leopardo Companies, Inc., 5200 Prairie Stone Parkway, Hoffman Estates, Illinois 60192	Mobilization	135,797.00	135,797.00	13,580.20	98,429.80	23,787.00	13,580.20
To Be Let	Sitework Allowance	150,000.00	0.00	0.00	0.00	0.00	150,000.00
To Be Let	Commission's Contingency	150,000.00	0.00	0.00	0.00	0.00	150,000.00

EXHIBIT A

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

AMOUNT OF ORIGINAL CONTRACT	**$6,384,175.00**	**TOTAL AMOUNT REQUESTED**	**$615,161.14**
EXTRAS TO CONTRACT	**$0.00**	**LESS 10.00% RETAINED**	**$61,516.91**
TOTAL CONTRACT AND EXTRAS	**$6,384,175.00**	**NET AMOUNT EARNED**	**$553,644.23**
CREDITS TO CONTRACT	**$0.00**	**AMOUNT OF PREVIOUS PAYMENTS**	**$328,764.83**
ADJUSTED CONTRACT PRICE	**$6,384,175.00**	**AMOUNT DUE THIS PAYMENT**	**$224,879.40**
		BALANCE TO COMPLETE	**$5,830,530.77**

These provisions should not be construed as conferring any rights hereunder for the benefit of Subcontractors, suppliers, 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) are being currently paid,
- that the amount of the payments applied for are justified.
- That the Waivers of Lien and submitted herewith by affiant for affiant and each of the aforesaid persons, are true, correct, and genuine;
- that each and every Waiver of Lien was delivered unconditionally;
- that there is no claim either legal or equitable to defeat the validity of any of said Waivers of Lien;
- that said Waivers of Lien include such Waivers of Lien 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 Waivers of Lien include all the labor and material for which a claim could be made and for which a lien could be filed;
- that neither the partial payment nor any part thereof has been assigned;
- that said Contractor herein expressly affirms that should it at 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, the said Contractor will 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.

Joseph Oetter

(To be signed by the President or a Vice President)

Joseph Oetter

(Typed name of above signature)

Subscribed and sworn to before me this 12th day of May, 2010.

Susan Pelc

Notary Public

Notary State: Illinois

Notary County: DuPage

My Commission expires: 08/25/2012