



Public Building Commission of Chicago Contractor Payment Information

Project: **Beverly Branch Library**

Contract Number: **1459**

General Contractor: **Blinderman Construction Co., Inc.**

Payment Application: **003**

Amount Paid: **\$359,991.00**

Date of Payment to General Contractor: **8/20/2008**

Amounts of Payments to Subcontractors are listed on following Contractor's Sworn Statement.

PUBLIC BUILDING COMMISSION OF CHICAGO

EXHIBIT N
PAYMENT REQUEST FORM
(1 of 4)

*Contract # 1459
Pay App # 3
10 to complete
PM Copy*

Monthly Estimate No 3
For the Period 06/01/08 to 06/30/08
Contract No Cont. No. 1459, Project CPL-030

Date 06/30/08
Sheet 1 of 2

To: Public Building Commission of Chicago
For Work on Account of: Beverly Branch Library

ITEM NO	DESCRIPTION	CONTRACT PRICE	CURRENT ESTIMATE		TOTAL ESTIMATE TO DATE	
			% DONE	AMOUNT	% DONE	AMOUNT
1	Earthwork	123,700.00	28%	35,000 00	49%	60,000 00
1.1	Earthwork (CO 1)	35,000.00			85%	30,000 00
2	Terrazzo	59,500.00				
3	Overhead Door	3,224.00				
4	Roofing	377,000.00				
5	Plumbing	159,030.00	9%	15,000 00	9%	15,000 00
6	Sewer & Water	175,000.00	51%	89,500 00	61%	107,000 00
6.1	Sewer & Water (CO 2)	24,095.00	83%	20,000 00	83%	20,000 00
7	Grilles & Plaque	20,250.00				
8	Flagpole	5,050.00				
9	Shelving & Furn.	215,000.00				
10	Lockers	9,000.00				
11	Electrical	650,000.00	2%	15,000 00	2%	15,000 00
12	LEED AP	35,000.00	40%	14,000 00	40%	14,000 00
13	Balanced Doors	80,000.00				
14	Landscaping	158,926.00				
15	GWB, Ceil & Pls	288,600.00				
16	Window Treat	29,600.00				
17	Concrete	548,300.00	20%	108,490 00	34%	188,000 00
17.1	Concrete (CO 2)	4,774.00				
18	Fireproofing	26,000.00				
19	Fence & Gates	52,600.00				
20	Painting	55,000.00				
21	Alum & Glazing	190,000.00				
22	Site Furnish	60,000.00				
23	Doors & Hdwr	60,600.00				
24	Millwork	240,355.00				
25	Steel Erection	130,000.00				
26	Operable Part.	11,900.00				
27	Masonry	615,000.00				
28	Signage	4,880.00				
29	Steel Fab, MM	300,000.00	7%	20,000 00	7%	20,000 00
30	Toilet Partition	4,266.00				
31	Dampproofing	14,010.00				

32	Irrigation	27,000.00					
33	HVAC	788,830.00					
34	Pavers & Plaq	50,000.00					
35	Book Detect	31,219.40					
36							
37	Tile	23,000.00					
38	Vinyl / Carpet	48,000.00					
39							
40	Owner Allow	96,100.00					
41	Owner Conting	160,983.00					
42							
43	General Contr.	823,530.00	10%	83,000 00	20%	168,000 00	
43.1	General Contr. (CO 1)	22,979.00			10%	2,300 00	
43.2	General Contr. (CO 2)	2,169.00					
44							
45							
TOTAL THIS SHEET:		6,833,681.00	6%	399,990 00	9%	639,300 00	

**EXHIBIT N
SUMMARY OF ESTIMATE SHEETS (4 of 4)**

Monthly Estimate No 3
 For the Period 06/01/08 to 06/30/08
 Contract No Cont. No. 1459, Project CPL-030

Date 06/30/08
 Sheet 1 of 1

To; Public Building Commission of Chicago
 For Work on Account of; Beverly Branch Library

SUMMARY OF ESTIMATE SHEETS		(1)	(2)	(3)
DESCRIPTION		TOTAL CONTRACT ESTIMATE	CURRENT ESTIMATE	TOTAL ESTIMATE TO DATE
1	Sheet No. 1	6,833,681.00	\$399,990.00	\$639,300.00
2				
3				
4				
5				
6	Total Awarded Contract Amount	6,833,681.00		
7	Awarded Contract Amounts Completed		\$399,990.00	\$639,300.00
8	Add: Total Authorized Changes - Sheet No. <u>2</u>	0.00	0.00	0.00
9	Add: Materials Stored - Sheet No. <u>3</u>	0.00	0.00	0.00
10	Total Approved Value & Amounts Earned	\$6,833,681.00	\$399,990.00	\$639,300.00
11	Deduct: Current Reserve Adjustment		\$39,999.00	
12	Deduct: Total Reserve To Date (Column 3)			\$58,517.20
13	Deduct: Current Liquidated Damages (Line 25)		\$0.00	
14	Deduct: Total Liquidated Damages (Line 23)			\$0.00
15	Total Paid To Date - including this estimate			\$580,782.80
16	Deduct: Total Earned To Date (Line 10, Col. 3)	\$639,300.00		
17	Net Amount Open on Contract	6,194,381.00		
18	NET CURRENT PAYMENT		\$359,991.00	
	RESERVE COMPUTATION	Current Reserve Withheld	Previous Reserve Withheld	Total Reserve Withheld
19	Percentage Computation - 10% Reserve*	\$39,999.00	\$18,518.20	\$58,517.20
20	Percentage Computation - 5% Reserve*	\$0.00	\$0.00	\$0.00
21	Total Reserve Withheld	\$39,999.00	\$18,518.20	\$58,517.20

*Note: Column 1 is computed at the rate of 10% for all monthly estimates up to 50% of contract.

LIQUIDATED DAMAGES COMPUTATION		Days	
23	Total Liquidated Damages to Date		\$0.00
24	Deduct: Amount Previously Withheld		\$0.00
25	CURRENT LIQUIDATED DAMAGES		\$0.00
	Approx. % Contract Completed	Total Contract Time (Incl. Time Extens)	379 Days
	Starting Date: March 6, 2008	Total Time Used	116 Days

Verified By: Architect's Contract Administrator
 RECOMMENDED FOR APPROVAL:

Mary S Date 7/23/08
AOR
 Architect's Project Manager Title

Name of Contractor: Blinderman Const. Co.

Edward J. Gromaly P.M. Date 7/14/08
 Name & Title

PUBLIC BUILDING COMMISSION OF CHICAGO

EXHIBIT A

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

AMOUNT OF ORIGINAL CONTRACT	\$6,833,681.00	TOTAL AMOUNT REQUESTED	\$639,300.00
EXTRAS TO CONTRACT	\$0.00	LESS 10 % RETAINED	\$58,517.20
TOTAL CONTRACT AND EXTRAS	\$6,833,681.00	NET AMOUNT EARNED	\$580,782.80
CREDITS TO CONTRACT	\$0.00	AMOUNT OF PREVIOUS PAYMENTS	\$220,791.80
ADJUSTED CONTRACT PRICE	\$6,833,681.00	AMOUNT DUE THIS PAYMENT	\$359,991.00
	\$	BALANCE TO COMPLETE	\$6,252,898.20

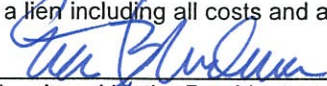
These provisions should not be construed as conferring any rights hereunder **for** the benefit of Subcontractors, suppliers, workers or employees, nor as enlarging or altering the application or **effect** of existing lien laws.

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 are 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;

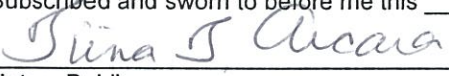
- that said Contractor herein expressly affirms that should it at any time **appear** that any illegal or excess payments have been made to said Contractor by or on behalf of the PUBLIC BUILDING COMMISSION OF CHICAGO, the said Contractor will repay on demand to the PUBLIC BUILDING COMMISSION OF CHICAGO 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.




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

 Steven Blinderman, President
 (Typed name of above signature)

Subscribed and sworn to before me this _____ 14th _____ day of _____ **July** _____, 20__ 08__



Notary Public
 My Commission expires: _____


PUBLIC BUILDING COMMISSION OF CHICAGO

EXHIBIT B
CONTRACTOR'S WAIVER OF LIEN FOR PARTIAL PAYMENT

STATE OF ILLINOIS }
COUNTY OF COOK } } SS

TO ALL WHOM IT MAY CONCERN:

WHEREAS, Blinderman Construction Co., Inc., an Illinois corporation, has been employed by the PUBLIC BUILDING COMMISSION OF CHICAGO, as Owner, under Contract No. 1459 dated the 13th day of February 20 08, to perform general construction work

for the Beverly Branch Library

That the undersigned, for and in consideration of a partial payment of

\$ 359,991.00

on the adjusted contract price of

\$ 6,833,681.00

and other good and valuable considerations, the receipt is acknowledged, the undersigned waives and release any and all lien, or claim, or right of lien under the Statutes of the State of Illinois relating to Mechanics' Liens, on account of labor or materials, or both, furnished by the undersigned to the extent of that part of the aforesaid work for which partial payment is requested.

IN WITNESS, the undersigned has caused its corporate seal to be hereunto affixed and these presents to be signed by its President and attested by its Secretary on this 14th day of July, 20 08, pursuant to authority given by the President of said Corporation.

(SEAL)

Handwritten signature of Steven Blinderman

ATTEST:

Handwritten signature of David Blinderman

David Blinderman, Secretary
Secretary or Assistant Secretary

BY Steven Blinderman

Title President
President or Vice President

EXHIBIT Q
STATUS REPORT OF MBE/WBE (SUB) CONTRACT PAYMENTS (2 of 2)

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM **AUTHORIZED**, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

Steven Blinderman

(Affiant)

____ June 6, 2008 July 14, 2008
(Date)

On this _____ 14th _____ day of _____ July _____ 20 ____ 08 _____,

before me, ___Joan Burke___, the undersigned officer, personally appeared _____Steven Blinderman_____, known to me to be the person described in the foregoing Affidavit and acknowledged that he (she) executed the same in the capacity therein stated and for the purposes therein contained.

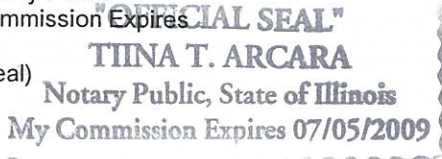
In witness thereof, I hereunto set my hand and official seal.

Tina T. Arcara

Notary Public

Commission Expires

(Seal)



PUBLIC BUILDING COMMISSION OF CHICAGO

EXHIBIT P

CONTRACTOR'S RECAPITULATION OF MINORITY AND FEMALE WORKER HOURS AND PERCENTAGES
(1 of 2)

CONTRACT NO. _____
 REQUEST NO. _____
 DATE June 30, 2008

CONTRACTOR Blinderman Construction Co.
 JOB SITE Beverly Branch Library
 COMPLETE 6.0 %

	MALE JOURNEY WORKERS Commitment 25 %			MALE APPRENTICES Commitment 30%			MALE LABORERS Commitment 30 %		
	WHITE	MINORITY	% MINORITY	WHITE	MINORITY	% MINORITY	WHITE	MINORITY	% MINORITY
	TOTAL MONTH	82	129	61	0	3	100	84.5	272
TOTAL TO DATE	502.5	308	38	0	41.5	100	381.5	507	57

	FEMALE JOURNEY WORKERS Commitment 7%		FEMALE APPRENTICES Commitment 7%		FEMALE LABORERS Commitment 7%	
	FEMALE	% FEMALE	FEMALE	% FEMALE	FEMALE	% FEMALE
	TOTAL MONTH	14	7	0	0	0
TOTAL TO DATE	14	2	0	0	0	0

CITY RESIDENCY REQUIREMENTS:

	ALL JOURNEY WORKERS AND APPRENTICES Requirement 50%		ALL LABORERS Requirement 50%	
	CITY RESIDENCY	PERCENT	CITY RESIDENCY	PERCENT
TOTAL MONTH	222	39		
TOTAL TO DATE	479.5	28		

	ALL JOURNEY WORKERS	ALL APPRENTICES	ALL LABORERS
	TOTAL MONTH	0	0
TOTAL TO DATE	0	0	

J. Blair

CONTRACTOR'S SIGNATURE

EXHIBIT P (2 of 2)

CONTRACTOR'S MONTHLY BREAKDOWN OF MALE WORKER HOURS BY ETHNIC GROUP

ETHNIC GROUP	MALE JOURNEY WORKERS		MALE APPRENTICES		MALE LABORERS	
	CITY	NON CITY	CITY	NON CITY	CITY	NON CITY
WHITE						
BLACK (AFRICAN AMERICAN)						
HISPANIC						
ASIAN/PACIFIC						
NATIVE AMERICAN						
OTHER						
TOTAL						

CONTRACTOR'S MONTHLY BREAKDOWN OF FEMALE WORKER HOURS BY ETHNIC GROUP

ETHNIC GROUP	FEMALE JOURNEY WORKERS		FEMALE APPRENTICES		FEMALE LABORERS	
	CITY	NON CITY	CITY	NON CITY	CITY	NON CITY
WHITE						
BLACK (AFRICAN AMERICAN)						
HISPANIC						
ASIAN/PACIFIC						
NATIVE AMERICAN						
OTHER						
TOTAL						

STATE OF ILLINOIS }
COUNTY OF COOK }SS

WAIVER OF LIEN TO DATE

Gty # _____
Loan # _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Blinderman Construction Company Inc.
to furnish Sewer
for the premises known Beverly Branch Library
of which Public Building Commission is the owner.

THE undersigned, for and in consideration of Fifteen Thousand Seven Hundred Fifty and 00/100--
(\$15,750.00) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, does 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 to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due to or to become due from the owner, on account of labor services, material, fixtures, apparatus or machinery furnished of this date by the undersigned for the above-described premises.

Given under my _____ hand s _____ and seal ed _____ this
_____ 14 _____ day of _____ July _____, 2008

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 of 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 }
COUNTY OF COOK }SS
TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he is Christine M. Savoia
President of the Arc Underground Inc.
who is the contractor for the Sewer work on the
building located at Beverly Branch Library
owned by Public Building Commission

That the total amount of the contract including extras is \$ \$175,000.00 on which he has received payment of \$ \$0.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that 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:

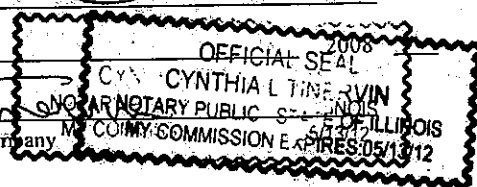
NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Arc Underground Inc.	Sewer	\$ 175,000.00	\$ -	\$ 15,750.00	\$159,250.00
material and labor paid in full					
All materials pulled from fully paid stock and deliver by Arc's Trucks.					
ZIEBELL					
2001 PRATT BLVD					
ELK GROVE VI					
TOTAL LABOR AND MATERIAL TO COMPLETE		\$175,000.00	\$0.00	\$15,750.00	\$159,250.00

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 14 day of July, 2008

Signature: _____

Subscribed and sworn to before me this 14 day of July



WAIVER OF LIEN TO DATE

STATE OF ILLINOIS
COUNTY OF

FILE NO# _____
PROJECT NO# _____

WHEREAS THE UNDERSIGNED has been employed by Blinderman Construction Company Inc, to furnish excavation for the building located at 1962 West 95th St, Chicago, IL - Project CPL-030 of which Public Building Commission of Chicago, IL is the Owner.

THE UNDERSIGNED, for and in consideration of \$ 49,500.00, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under that Statutes of the State of Illinois, relating to mechanic's liens, with respect to and on said above described premises, and the improvement thereon, and on the material, fixtures, apparatus, or machinery furnished and on the moneys, funds, or other consideration due or to become due from the Owner, on account of labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above described premises, including extras as heretofore described.

Dated 7-11-08 Company Alamo Excavation Inc

Signature Daniel A Powell

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS
COUNTY OF

FILE NO# _____
PROJECT NO# _____

THE UNDERSIGNED BEING duly sworn, deposes and says that he/she is Daniel Powell, president of Alamo Excavation Inc, and has been employed by Blinderman Construction Company Inc, to furnish excavation for the building located at 1962 West 95th St, Chicago, IL - Project CPL-030 of which Public Building Commission of Chicago, IL is the Owner.

That the total amount of the contract including extras is \$ 123,700.00 on which he/she has received payment of \$ 0.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that 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 contract(s) for specific portions of said work or for materials entering into construction thereof and the amount due or become due to each, and that the items mentioned include all labor and material that is required to complete said work according to plans and specifications.

NAME	FOR	CONTRACT	PREVIOUS PAID	THIS PAYMENT	BALANCE
Alamo Excavation Inc	Excavating	93,700.00	0.00	34,500.00	54,200.00
Waste Management CID	Disposal	30,000.00	0.00	15,000.00	20,000.00
		123,700.00	0.00	49,500.00	74,200.00

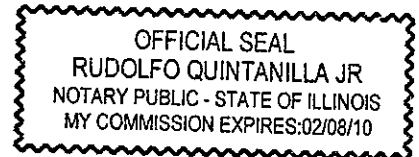
That there are no other contracts for said work outstanding, and there is nothing due or to become due to any person for material, labor, or other work of any kind done or to be done upon or in connection with said work other than the above stated.

Signed this 11th day of July, 2008.

Signature Daniel A Powell

Subscribed and sworn before me this 11th day of July, 2008.

Notary Public Rufus Gilly My Commission Expires 2/8/2010
<notary seal>



WAIVER OF LIEN TO DATE



STATE OF ILLINOIS

COUNTY OF DuPage

Gty #

Escrow #

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Blinderman Construction Company, Inc. to furnish cast in place concrete for the premises known as PBC Beverly Branch Library, 1962 W. 95th Street, Chicago, IL of which the Public Building Commission of Chicago is the owner.

THE undersigned, for and in consideration of Seventy One Thousand Five Hundred Fifty Nine & 00/100---- (\$71,559.00) 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 to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE 5/30/2008 COMPANY NAME Howard Concrete Company, Inc
ADDRESS 1 N 282 Park Blvd, Glen Ellyn, IL 60137

SIGNATURE AND TITLE

PRESIDENT

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF DuPage

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) Brian W. Howard BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS (POSITION) President OF (COMPANY NAME) Howard Concrete Company, Inc. WHO IS THE CONTRACTOR FURNISHING cast in place concrete WORK ON THE BUILDING LOCATED AT PBC Beverly Branch Library, 1962 W. 95th Street, Chicago, IL OWNED BY the Public Building Commission of Chicago

That the total amount of the contract including extras* is \$548,300.00 on which he or she has received payment of \$0.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses 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 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 AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Howard Concrete Company, Inc.	Labor, OH, Profit	\$388,800.00	\$0.00	\$40,385.25	\$348,414.75
Ozinga Chicago	Ready Mix	\$110,000.00	\$0.00	\$9,423.75	\$100,576.25
Gateway Construction	Rebar Labor	\$35,000.00	\$0.00	\$7,250.00	\$27,750.00
Gerdau Ameristeel	Rebar	\$14,500.00	\$0.00	\$14,500.00	\$0.00
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.		\$548,300.00	\$0.00	\$71,559.00	\$476,741.00

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.

DATE MAY 30, 2008

SIGNATURE: Brian W. Howard

SUBSCRIBED AND SWORN TO BEFORE ME THIS 30TH DAY OF MAY, 2008

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

Brian V. Howard
 NOTARY PUBLIC
 OFFICIAL SEAL
 BRIAN V HOWARD
 NOTARY PUBLIC - STATE OF ILLINOIS
 MY COMMISSION EXPIRES: 03/10/12