



Public Building Commission of Chicago
Contractor Payment Information

Project: Beverly Branch Library

Contract Number: 1459

General Contractor: Blinderman Construction

Payment Application: 5

Amount Paid: **\$477,273.60**

Date of Payment to General Contractor: 11/10/2008

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.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract # 1459
 Paragraph # 5
 26 % complete
 Contract copy

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

STATE OF ILLINOIS }
 } SS
 COUNTY OF COOK }

The affiant, being first duly sworn on oath, deposes and says that he/she is President of Blinderman Construction Co., 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 1459 dated the 13th day of February, 2008, for (general construction)

for (the Beverly Branch Library, 1962 W 95th Street, Chicago, IL 60643)

- that the following statements are made for the purpose of procuring a partial payment of \$ 477,273.60

- 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 have 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
Alamo Excavation	Earthwork	158,700.00	147,000.00	14,700.00	109,800.00	22,500.00	26,400.00
Amici Terrazzo	Terrazzo	59,500.00	0.00	0.00	0.00	0.00	59,500.00
Anagnos Door	Overhead Door	3,224.00	0.00	0.00	0.00	0.00	3,224.00
Anderson & Shah	Roofing	377,000.00	0.00	0.00	0.00	0.00	377,000.00
Aquamist Plumbing	Plumbing	186,030.00	70,000.00	7,000.00	63,000.00	0.00	123,030.00
Arc Underground	Sewer & Water	199,095.00	174,095.00	17,409.50	156,685.50	0.00	42,409.50
Binzel Industries	Grilles & Plaque	20,250.00	0.00	0.00	0.00	0.00	20,250.00
C & H Building Spec	Flagpole	5,050.00	0.00	0.00	0.00	0.00	5,050.00
Carroll Seating	Shelving & Furn.	215,000.00	0.00	0.00	0.00	0.00	215,000.00
Commercial Spec.	Lockers	9,000.00	0.00	0.00	0.00	0.00	9,000.00
Cutting Edge Elec.	Electrical	650,000.00	150,000.00	15,000.00	72,000.00	63,000.00	515,000.00
DAC Studios	LEED AP	35,000.00	18,500.00	0.00	14,000.00	4,500.00	16,500.00
Ellison Bronze	Balanced Doors	80,000.00	0.00	0.00	0.00	0.00	80,000.00
F. Garcia Landscape	Landscaping	158,926.00	0.00	0.00	0.00	0.00	158,926.00
H & P Contractors	GWB, Ceil & Pls	288,600.00	35,000.00	3,500.00	0.00	31,500.00	257,100.00
House of Madeira	Window Treat	29,600.00	0.00	0.00	0.00	0.00	29,600.00
Howard Concrete	Concrete	553,074.00	304,774.00	30,477.40	189,000.00	85,296.60	278,777.40
I F E & S	Fireproofing	26,000.00	13,000.00	1,300.00	0.00	11,700.00	14,300.00
Illiana	Fence & Gates	52,600.00	0.00	0.00	0.00	0.00	52,600.00

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	\$1,774,868.00
EXTRAS TO CONTRACT	\$0.00	LESS 10 % RETAINED	\$172,074.00
TOTAL CONTRACT AND EXTRAS	\$6,833,681.00	NET AMOUNT EARNED	\$1,602,794.00
CREDITS TO CONTRACT	\$0.00	AMOUNT OF PREVIOUS PAYMENTS	\$1,125,520.40
ADJUSTED CONTRACT PRICE	\$6,833,681.00	AMOUNT DUE THIS PAYMENT	\$477,273.60
	\$	BALANCE TO COMPLETE	\$5,230,887.00

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.

Steven Blinderman

(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 _____ 30th _____ day of _____ September _____, 20__08__

Joan Burke

Notary Public

My Commission expires:

