

## Public Building Commission of Chicago Contractor Payment Information

Project: 2013 School Investment Program - Project 12

Contract Number: PS1974

Design Builder: Freidler Construction Company

Payment Application: #3

Amount Paid: \$2,419,098.29

Date of Payment to General Contractor: 9/19/13

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 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.



## Application and Certificate for Payment

	CONTRACTOR:	FROM			TO OWNER:	Applicant
Cinago, in over	CONTRACTOR: 2525 N. Elston Ave, Ste. D240	Friedler Construction Co.	Chicago, IL 60602	50 W Washington, Room 200	Public Building Commission	Application and ocidioate to a symptom
	ARCHITECT:	VIA			PROJECT: Altgeld	al mone
d	Chicago, IL	Holabird & Root			Altgeld	
	PROJECT NOS: / /PS1974	CONTRACT DATE:	CONTRACT FOR: General Construction	PERIOD TO: July 31, 2013	APPLICATION NO: 003	
OTHER:	FIELD:	CONTRACTOR	ARCHITECT:	OWNER	Distribution to:	

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract

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Total Retainage (Lines 5a + 5b or Total in Column I of G703)	(Column F on G703)	b. 0 % of Stored Material	(Column D + E on G703)	a. 3 % of Completed Work	5. RETAINAGE:	4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 2,604,423.08	3. CONTRACT SUM TO DATE (Line 1 ± 2)	2. NET CHANGE BY CHANGE ORDERS S_	1. ORIGINAL CONTRACT SUM \$ 3,168,301.00	Continuation Sheet, AIA Document G703, is attached.
G703)	5		\$ 78			on G703)	AARAGAGAGAGGGGGGGGGGGGGGGGGGGGGGGGGGGG	· geendde meette ees te te beende ee	***************************************	
<u>چ</u>	0		78,132.69			5	5	10	1	
78,132.69	0.00		69	}		2,604,423.08	3,168,301.00	0.00	3,168,301.00	

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT 6. TOTAL EARNED LESS RETAINAGE ... مب CURRENT PAYMENT DUE .... BALANCE TO FINISH, INCLUDING RETAINAGE (Line 6 from prior Certificate) (Line 4 Less Line 5 Total) 69 2,526,290.39 1,397,136.36 1,129,154.03

CHANGE ORDER SUMMARY Total approved this Month Total changes approved in previous months by Owner VET CHANGES by Change Order TOTALS ADDITIONS \$ 00.0 0.00\$ 0.00S DEDUCTIONS 0.00 0.0

(Line 3 less Line 6)

642,010.61

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

	3,132.69		423.08	0.00
	Notary Public: Chied Jones My Commission expires:	Subscribed and sworm to before me this 12m day of hugust 2013	State of: 11-0015	By: Charles
The state of the s	My Charch 28, Ann	CAROUE TOBRES CAROUE TOBRES OFFICIAL SEAL SINGUIS OFFICIAL SEAL SINGUIS OFFICIAL SEAL SEAL SINGUIS OFFICIAL SEAL SEAL SEAL SEAL SEAL SEAL SEAL SE		Date: 8/12/13

## ARCHITECT'S CERTIFICATE FOR PAYMENT

this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED. In accordance with the Contract Documents, based on on-site observations and the data comprising

AMOUNT CERTIFIED ... 1,129,154.03

Application and on the Continuation Sheet that are changed to conform with the amount certified. (Attach explanation if amount certified differs from the amount applied. Initial all figures on this

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor he Owner or Contractor under this Contract. samed herein. Issuance, payment and acceptance of payment are without prejudice to any rights of Date: 3

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User Notes:



## Application and Certificate for Payment

OTHER:					
FIELD:	PROJECT NOS: / /PS19/4	Chicago, IL	ARCHITECT:	CONTRACTOR: 2323 N. EISIOLAVE, SIG. 2249 Chicago, IL 60647	CONTRACTOR
CONTRACTOR:	CONTRACT DATE:	Holabird & Root	VIA	Friedler Construction Co.	FROM
ARCHITECT:	<b>CONTRACT FOR:</b> General Construction			Chicago, IL 60002	
OWNER:	<b>PERIOD TO:</b> July 31, 2013			50 W Washington, Room 200	
Distribution to:	APPLICATION NO: 003	Barton	PROJECT: Barton	Public Building Commission	TO OWNER:
				. delication and a second a second and a second a second and a second a second and a second a second a second a second a s	and and and

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

4	ယ	2	-
TOTAL COMPLETED & STORED TO DATE (Column G on G703)	CONTRACT SUM TO DATE (Line 1 ± 2)	NET CHANGE BY CHANGE ORDERS	1. ORIGINAL CONTRACT SUM \$ 1,774,370.00
s 1,439,262.7	\$ 1,774,370.00		\$ 1,774,370.00
	4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 1,439,262.72	3. CONTRACT SUR TO DATE (Line 1 ± 2)	2. NET CHANGE BY CHANGE ORDERS

5. RETAINAGE:
a. 3 % of Completed Work

(Column D + E on G703)

b. 0 % of Stored Material
(Column F on G703)

BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 6 from prior Certificate)

(Line 3 less Line 6)

\$ 378,285.16

69

547,461.79

0.00	S	NET CHANGES by Change Order
\$ 0.00	\$ 0.003	TOTALS
0.00	\$ 0.00	Total approved this Month
\$ 0.00	\$ 0.00	Total changes approved in previous months by Owner
DEDUCTIONS	ADDITIONS	CHANGE ORDER SUMMARY

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

By: Date: Date:

County of: COOK
Subscribed and sworn to before

me this (2) day of Quality 20)

Notary Public: (AAB & Jane )

My Commission expires:

43,177.88

0.00

CAROLE TORRES
OFFICIAL SEAL
OFFICIAL SEAL
MY Public, State of limous
MY Commission Expires
MY Commission 28, 2018

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ...... \$ 547,461.79

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHIECE

By: Date: 6 | 3 | 3

By: Date: 6 | 3 | 3

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of

the Owner or Contractor under this Contract.

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# **AIA** Document G702" - 1992

## Application and Certificate for Payment

OTHER					
FIELD:	**************************************	Chicago, IL		Chicago, IL 60647	
CONTRACTOR:	CONTRACT DATE:	140 South Dearborn	ARCHITECT:	2: 2525 N. Elston Ave, Ste. D240	CONTRACTOR
ARCHITECT:	CONTRACT FOR: General Construction	77-7-1:-3 0 D		Eight Continuing	
OWNER:	PERIOD TO: July 31, 2013			Chicago, IL 60602	
Distribution to:	APPLICATION NO: 003	PROJECT: Ft. Dearborn	PROJECT:	Public Building Commission	TO OWNER:

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet AIA Document (2703 is extracted)

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n N	, RETAINAGE:	TOTAL C	CONTRA	NET CHA	ORIGINA	MIMILIAN
3. 3 % of Completed Work	SE.	I TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 1,462,431.84	. CONTRACT SUM TO DATE (Line 1 ± 2)	NET CHANGE BY CHANGE ORDERS	ORIGINAL CONTRACT SUM	Continuation Sheet, ALA Document C/03, is anached.
		60	65	8	69	
		1,462,431.84	1,999,936.00	0.00	1,999,936.00	

6. TOTAL EARNED LESS RETAINAGE .... Total Retainage (Lines 5a + 5b or Total in Column I of G703) ...... (Column F on G703) % of Stored Material

(Column D + E on G703)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) (Line 4 Less Line 5 Total) 64 1,418,558.88

BALANCE TO FINISH, INCLUDING RETAINAGE CURRENT PAYMENT DUE ....

(Line 3 less Line 6)

581,377,12

64

464,074.16

954,484.72

NET CHANGES by Change Order CHANGE ORDER SUMMARY Total changes approved in previous months by Owner otal approved this Month TOTALS 69 **ADDITIONS** 0.00\$ 0.00\$ 0.00\$ DEDUCTIONS

> The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous payment shown herein is now due. Certificates for Payment were issued and payments received from the Owner, and that current

CONTRACTOR

State of: ILLINOUS

me this Subscribed and sworn to before County of: COOK

43,872.96

0.00

43,872.96

My Commission expires: Notary Public: Sloc tringing to day (molestone)

> CAROLE TORRES
> OFFICIAL SEAL
> Hotary Public, State of Illinois
> My Commission Expires March 28, 2016

ARCHITECT'S CERTIFICATE FOR PAYMENT

with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED. information and belief the Work has progressed as indicated, the quality of the Work is in accordance this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, In accordance with the Contract Documents, based on on-site observations and the data comprising

AMOUNT CERTIFIED .... 464,074.16

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named berein. Issuance, payment and acceptance of payment are without prejudice to any rights of By: ARCHITECT Date:

the Owner or Contractor under this Contract.

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## Application and Certificate for Payment

Chicago, 11 over	RACTOR:	FROM Friedler Construction Co.	Chicago, IL 60602		TO OWNER: Public Building Commission	Application and comments in a symmetry
	ARCHITECT:	VIA			PROJECT: Joplin	and the second
	ARCHITECT: 140 South Dearborn Chicago, II.	Holabird & Root			Joplin	
	PROJECT NOS: / /PS 1974	CONTRACT DATE:	CONTRACT FOR: General Construction	PERIOD TO: July 31, 2013	APPLICATION NO: 003	
OTHER:	FIELD:	CONTRACTOR:	ARCHITECT	CWNTA	Distribution to:	

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract

0.00	6	(Column F on G703)	
3	•	b. 0 % of Stored Material	
26,748.12	\$ 26	(Column D + E on G703)	
		a. 3 % of Completed Work	- 1
		5. RETAINAGE:	Ų1
\$ 891	Column G on G703)	4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 891,603.90	-
\$ 997		3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 997,549.00	w
69	***************************************	2. NET CHANGE BY CHANGE ORDERS	12
\$ 997,549.00	de gradus pare acrea serva pare reterinto piño pare e para de datar anta	1. ORIGINAL CONTRACT SUM	_
	ached.	Continuation Sheet, ALA Document G703, is attached.	

9	00	7.	50	
9. BALANCE TO FINISH, INCLUDING RETAINAGE	(Line 6 from prior Certificate) 8. CURRENT PAYMENT DUE	(Line 4 Less Line 5 Total) 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	6. TOTAL EARNED LESS RETAINAGE \$ 864,855.78	Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 26,748.12
	69	5	69	89
	274,408.31	590,447.47	864,855.78	26,748.12

6

0.00	64	NET CHANGES by Change Order
0.00\$ 0.00	69	TOTALS
0.00\$ 0.00	69	Total approved this Month
0.00\$ 0.00	69	Total changes approved in previous months by Owner   \$
DEDUCTION	ADDITIONS	CHANGE ORDER SUMMARY

(Line 3 less Line 6)

132,693,22

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

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Date: d

County of: COOK State of: 124 1/30 15

Subscribed and sworn to before

me this [2 Whay of Ourgust My Commission expires: Notary Public: ("BARG House

CAROLE TORRES
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
My Carolina 28, 2016

## ARCHITECT'S CERTIFICATE FOR PAYMENT

information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, CERTIFIED. In accordance with the Contract Documents, based on on-site observations and the data comprising

Application and on	(Attach explanation	AMOUNT CERTIFIED
the Continuation Sheet that are changed to conform	(Attach explanation if amount certified differs from the amount applied. Initial all figures on this	**************************************
with the amount certified.	Initial all figures on this	114,400.0

274,408.31

ARCHITECT: This Cert)ficate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor Date: W

hamed berein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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## PUBLIC BUILDING COMMISSION OF CHICAGO EXHIBIT S CERTIFICATE OF ARCHITECT - ENGINEER

appproved by: Architect/ Engineer:	TOTAL PAID TO DATE (Include this Payment)  LESS: AMOUNT PREVIOUSLY PAID  AMOUNT DUE THIS PAYMENT  \$ 6,205.7  \$ 3,790.5  2,415.0	TOTAL AMOUNT EARNED  TOTAL RETENTION  a) Reserve Withheld @ 3% of Total Amount Earned, b) Liens and Other Withholding c) Liquidated Damages Withheld  \$ 191,931.65	ORIGINAL CONTRACTOR PRICE  ADDITIONS DEDUCTIONS NET ADDITION OR DEDUCTION S S 7,940,156 S 7,940,1	FOR: Design-Build Agreement between PBC and Design Builder is now entitled to the sum of: \$2,415,098.29	THE CONTRACTOR: Friedler Construction Co, 2525 N Eiston Ave, Suite D240, Chicago, IL 60647	To: PUBLIC BUILDING COMMISSION OF CHICAGO In accordance with Resolution Noadopted by the Public Building Commission of Chicago onrelating 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).	Pay Application No.: 3 For the Period: 7/6/2013 to 7/31/2013 Contract No.: PS1974	DATE: 8/9/2013 PROJECT: Design-Build Agreement between PBC and Design Builder
	6,205,789,89 3,790,681,60 2,415,098.29	6,397,721.54	7,940,155.00			s issued by the by certify to the by certify to the istruction of current drinds being		

signature, date

## **EXHIBIT A Altgeld**

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

Para .			
AMOUNT OF ORIGINAL CONTRACT	\$3,168,301.00	TOTAL AMOUNT REQUESTED	\$2,604,423.08
EXTRAS TO CONTRACT	\$0.00	LESS 3% RETAINED	\$78,132.69
OTAL CONTRACT AND EXTRAS	\$3,168,301.00	NET AMOUNT EARNED	\$2,526,290.39
CREDITS TO CONTRACT	\$0.00	AMOUNT OF PREVIOUS PAYMENTS	\$1,397,136.36
ADJUSTED CONTRACT PRICE	\$3,168,301.00	AMOUNT DUE THIS PAYMENT	\$1,129,154.03
		BALANCE TO COMPLETE	\$642,010.61

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, and that the amount of the payments applied for are justified. 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.

That the Waivers of Lien and submitted herewith by 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 if any lien remains unsatisfied after all payments are made, the Contractor shall 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.

Eric Friedler President

Subscribed and sworn to before me this 9 day of August, 2013.

Notary Public

My Commission expires:

## EXHIBIT A Barton CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT (4 of 4)

AMOUNT OF ORIGINAL CONTRACT	\$1,774,370.00	TOTAL AMOUNT REQUESTED	\$1,439,262.72
EXTRAS TO CONTRACT	\$0.00	LESS 3% RETAINED	\$43,177.88
OTAL CONTRACT AND EXTRAS	\$1,774,370.00	NET AMOUNT EARNED	\$1,396,084.84
CREDITS TO CONTRACT	\$0.00	AMOUNT OF PREVIOUS PAYMENTS	\$848,623.05
ADJUSTED CONTRACT PRICE	\$1,774,370.00	AMOUNT DUE THIS PAYMENT	\$547,461.79
		BALANCE TO COMPLETE	\$378,285.16

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, and that the amount of the payments applied for are justified. 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.

That the Waivers of Lien and submitted herewith by 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 if any lien remains unsatisfied after all payments are made, the Contractor shall 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.

Eric Friedler President

Subscribed and sworn to before me this 9 day of August, 2013.

Notary Public

My Commission expires:

## **EXHIBIT A Dearborn**

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

I			
AMOUNT OF ORIGINAL CONTRACT	\$1,999,936.00	TOTAL AMOUNT REQUESTED	\$1,462,431.84
EXTRAS TO CONTRACT	\$0.00	LESS 3% RETAINED	\$43,872.96
OTAL CONTRACT AND EXTRAS	\$1,999,936.00	NET AMOUNT EARNED	\$1,418,558.88
CREDITS TO CONTRACT	\$0.00	AMOUNT OF PREVIOUS PAYMENTS	\$954,484.72
ADJUSTED CONTRACT PRICE	\$1,999,936.00	AMOUNT DUE THIS PAYMENT	\$464,074.16
		BALANCE TO COMPLETE	\$581,377.12

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, and that the amount of the payments applied for are justified. 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.

That the Waivers of Lien and submitted herewith by 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 if any lien remains unsatisfied after all payments are made, the Contractor shall 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.

Eric Friedler President

Subscribed and sworn to before me this 9 day of August, 2013.

Notary Public

My Commission expires:

## **EXHIBIT A Joplin**

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

AMOUNT OF ORIGINAL CONTRACT	\$997,549.00	TOTAL AMOUNT REQUESTED	\$891,603.90
EXTRAS TO CONTRACT	\$0.00	LESS 3% RETAINED	\$26,748.12
OTAL CONTRACT AND EXTRAS	\$997,549.00	NET AMOUNT EARNED	\$864,855.78
CREDITS TO CONTRACT	\$0.00	AMOUNT OF PREVIOUS PAYMENTS	\$590,447.47
ADJUSTED CONTRACT PRICE	\$997,549.00	AMOUNT DUE THIS PAYMENT	\$274,408.31
		BALANCE TO COMPLETE	\$132,693.22

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, and that the amount of the payments applied for are justified. 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.

That the Waivers of Lien and submitted herewith by 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 if any lien remains unsatisfied after all payments are made, the Contractor shall 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.

Eric Friedler President

Subscribed and sworn to before me this 9 day of August, 2013.

Notary Public

My Commission expires:

## CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT (1 of ) **EXHIBIT B**

CONTRACTOR

Project Name Design-Build Agreement between PBC and Design Builder PBC Project # PS1974

Job Location

Owner Public Building Commission Of Chicago

COUNTY OF COOK STATE OF ILLINOIS

SS

Friedler Contruction Co 2525 N Elston Av Chicago, IL 60647

APPLICATION FOR PAYMENT #3

The affiant, being first duly swom on oath, deposes and says that he/she is Eric Friedler, of Friedler Construction Co., an Illinois corporation, and duly authorized to make this Affidavit in behalf of said corporation, and 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. C1553 dated the 9th day of April, 2013, for the following project:

Design-Build Agreement between PBC and Design Builder

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

\$1,129,154.03 under the terms of said Contract;

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: 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

## Altgeld Elementary School

252	252	252	25:	25.	25.	50	25.	77	25.	107	25.	770	25	FIL	601	Ke	200	Ch	Ē	Ca	Ē	Bru	Z	.B.	CSI Designation
Friedler Construction 2525 N Elston, Chicago, IL	2525 N Elston, Chicago, IL	Priegier Construction	Friedler Construction	2525 N Elston, Chicago, IL	Friedler Construction	2525 N Elston, Chicago, IL	rnedier Construction	2525 N Elston, Chicago, IL	Friedler Construction	2525 N Elston, Chicago, IL	Friedler Construction	60805	Kedzie, Evergreen Park, IL	S 1216 DURANTISTICS SAME	Chicago Shade	Elk Grove Village, IL 60007	Carroll Seating, 2105 Lunt Av.	Elk Grove Village, IL 60007	Broadway Electric, 831 Oakton.	N Elston, Chicago, IL 60630	B.E.T.O.N Construction, 5097	Subcontractor Name & Address			
flooring material	landscaping	floor preparation	acoustical ceilings	drywall	joint sealants		distr a/c units		arch woodwork		carpentry		concrete repair		plumbing			window treatment	metal lockers		electrical	•	masonry		Type of Work
\$ 35,193.00	69	\$ 91,800.00	\$ 5,000.00	\$ 25,351.00	\$ 5,000.00		\$ 11,250.00		\$ 15,000.00		\$ 36,500.00		\$ 15,350.00		\$ 65,000.00			69	€9		\$ 883,000.00		69		Original contract amount
																									Change Orders
\$ 35.193.00	€A	\$ 91,800.00	\$ 5,000.00	\$ 25,351.00	\$ 5,000.00		\$ 11.250.00		\$ 15,000.00		\$ 36,500.00		\$ 15,350.00		\$ 65,000,00			69	€9		\$ 883,000.00		69		Adjusted Contract Amt
98%		100% \$	100% \$	100% \$	100%		100%		100% \$		90% \$		10%		85% \$						85% \$				% Complete
34.418.00		73,440.00	1,000.00	3,900.00					1,500.00		18,250.00				26,000.00						354,000.00				Previous
	69	\$ 18,360.00	\$ 4,000.00	\$ 21,451.00	\$ 5,000.00		\$ 11,250.00		\$ 13,500.00		\$ 14,600.00		\$ 1,535.00		\$ 29,250.00			<del>69</del>	69		\$ 396,550,00		69		Current
\$ 34.418.00	<b>⇔</b>	\$ 91,800.00	\$ 5,000.00	\$ 25,351.00	\$ 5,000.00		\$ 11,250.00		\$ 15,000.00		\$ 32,850.00		\$ 1,535.00		\$ 55,250.00			69	69	-	\$ 750,550,00		69		Total to date
\$ 1.032.54	69	\$ 2,754.00	\$ 150.00	\$ 760,53	\$ 150.00		\$ 337.50		\$ 450.00		\$ 985.50		\$ 46.05		\$ 1.657.50			69	69		\$ 22,516,50		<b>69</b>		retainage
\$ 32.697.10		\$ 69,768.00	\$ 950.00	\$ 3,705.00					\$ 1,425.00		\$ 17,337.50				\$ 24,700.00						\$ 336,300.00				net previous billing
0 \$ 688.36	0 \$	0 \$ 19,278,00	\$ 3,900.00	0 \$ 20,885.47	0 \$ 4,850.00		\$ 10,912.50	Ì	0 \$ 13,125.00		0 \$ 14,527.00		0 \$ 1,488,95		\$ 28,892.50		70	9	0 69		0 \$ 391,733.50		9		net amount due
\$ 1.807.54	69	\$ 2,754.00	\$ 150.00	\$ 760.53	\$ 150.00		\$ 337.50		\$ 450.00		\$ 4,635.50		\$ 13,861.05		\$ 11,407.50			69	69		\$ 154,966.50		69		remaining to bill

535,934.60	42.88 \$	915,442.88	.52 \$	1,026,212.52	60,051.20 \$		921,482.90 \$ 2,001,706.60 \$	30 \$ 2		1,080,223.70 \$	<del>(1)</del>	81%	\$ 2,477,590.00	69	2,477,590.00	69 N		SUBTOTAL page1
1,003.71	32,453,29 \$		0		1,003.71		33,457.00 \$	8	33,457.00	69		100%	33,457.00	69	33,457.00	69	food service	TriMark Marlinn, 6100 W 73rd, Bedford Park, IL 60638
4,764.00	€9		0		Œ.	69	ii.	69	DR	0 \$		0%	4,764.00	69	4,764.00	69	auto door oper	Raddant, Batavia, IL 60510
59,878.00	66,759.30 \$		.70 \$	13,362.70	2,478.00 \$		82,600.00 \$	\$	68,534.00	14,066.00 \$	<del>69</del>	59%	140,000.00	€9	140,000.00	69	HVAC	Sith,
467.46	311.64 \$		\$	14,802,90	467.46 \$	\$ 46	15,582.00	69	<i>x</i>	15,582,00 \$	49	100%	15,582.00	49	15,582.00	S	marker boards, material	
1,725.00	69		69		69	69	ĝ.	69	SIV	•	G9	0%	1,725.00	49	1,725.00	€9	toilet accessories	Anthony Trail, Northbrook, IL 60062
147,487.54	104,793.77 \$		.69	100,559,69	6,351.14 \$		211,704.60 \$	69	105,852.30	105,852.30 \$	69	60%	352,841.00	69	352,841.00	69	lab rooms	Northwest Hwy, Palatine, IL
25,590.00	49,230.00 \$		\$ 000	99,180,00	4,590.00 \$		153,000.00 \$	\$	48,600.00	104,400.00 \$	49	88%	174,000.00	69	174,000.00	69	painting & plaster	Northwest Hwy, Palatine, IL
38,080,00	2,720.00 \$		\$	129,200 00	4,080.00 \$		136,000.00 \$	69	ж	136,000.00 \$	49	80%	170,000,00	69	170,000.00	€9	masonry	Grand, Chicago, IL 60651
1,465,77	19,543.60 \$		.63 es	27,849.63	1,465.77 \$		48,859.00 \$	\$	19,543.60	29,315.40 \$		100% \$	48,859.00	€9	48,859.00	69	demolition	Luse Companies, 3990 Enterprise Court, Aurora,IL 60504
22,918.00	69		0			69		69	(X)	6A		0%	22,918.00	49	22,918.00	€9	interior doors	Green Bay, WI 54303
41,275.00	129,350.00 \$		.00	154,375.00	8,775.00 \$		292,500.00 \$	69	130,000.00	162,500.00 \$	69	90%	325,000.00	69	325,000.00	69	roof repairs	W Lathrop, Harvey, IL, 60426

TÎ							Work	-Work Completed					
CSI Designation	Subcontractor Name (Title Description) & Address	Type of Work	Original contract amount	Change Orders	Adjusted Contract Amt	% Complete	Previous	Current	Total to date	retainage	net previous billing	net amount due	remaining to bill
2 7	Friedler Construction 2525 N Elston, Chicago, IL	general conditions	\$ 195,474.00		\$ 195,474.00	81% \$	86,008.56	\$ 72,325.38	\$ 158,333.94	\$ 4,750,02	\$ 81,708.13	\$ 71,875,79	\$ 41,890.08
2	Friedrer Construction 2525 N Elston, Chicago, IL	overhead			\$ 148,425.00	81% \$		\$ 71,411.96	\$ 120,224.25	_	\$ 46,371,68	\$ 70,245,84	\$ 31,807.48
	Holabiro & Root, 140 S. Dearborn, Chicago, IL 60603	design fee			- 1	100% \$	_	\$ 24,417.90	\$ 162,786.00	_	\$ 131,449.70	\$ 26,452.72	\$ 4,883.58
N	Friedler Construction 2525 N Elston, Chicago, IL	fee	\$ 119,230.00		\$ 119,230,00	81%	52,461.20	\$ 44,115,10	\$ 96,576.30	\$ 2,897.29	\$ 49,838.14	\$ 43,840.87	\$ 25,550.99
2	Friedler Construction 2525 N Elston, Chicago, IL	g/i & builders risk insurance				100% \$		69		\$ 1,137.99	\$ 36,036.34	\$ 758.66	\$ 1.138.00
2	Friedler Construction 2525 N Elston, Chicago, IL	performance & payment bond	\$ 26,863.00		\$ 26,863.00	100% \$	\$ 26,863.00	69	\$ 26,863,00	\$ 805.89	\$ 25,519.85	\$ 537.26	\$ 805.89
2	Friedler Construction 2525 N Elston, Chicago, IL	mobilization			0	69		<b>&amp;</b>	0	69	69	0	
												×	
SUBTOTAL page2 subtotal page 1	ige2		\$ 690,711.00	\$ 0	\$ 690,711.00	87% <b>\$</b>		\$ 212,270.34	\$ 2,001,706.60	\$ 60,051.20	\$ 1,026,212.52	\$ 915,442.88	\$ 535,934.60
TOTAL			\$ 3,168,301.00	•	\$ 3,168,301.00	40	1,470,669.84	-4	12	\$ 78,132.69	هو		ŧn:

EXHIBIT B

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

CONTRACTOR Friedler Contruction Co

CONTRACTOR F225 N Eiston Av

Chicago, IL 60647

Date

Project Name Design-Build Agreement between PBC and Design Builder PBC Project # PS 1974

Job Location

Owner Public Building Commission Of Chicago STATE OF ILLINOIS }
COUNTY OF COOK } SS APPLICATION FOR PAYMENT #3

The affiant, being first duly sworn on oath, deposes and says that he/she is Eric Friedler, of Friedler Construction Co., an Illinois corporation, and duly authorized to make this Affidavit in behalf of said corporation, and 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. C1553 dated the 9th day of April, 2013, for the following project:

Design-Build Agreement between FBC and Design Builder

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

\$547,461.79 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:

	Barton Elementary School									- Work C	Work Completed	ı							
©SI Designation	Subcontractor Name & Address	Type of Work	9.	Original contract amount	Change Orders	Adju	Adjusted Contract Amt	% Complete		Previous	Current	-	Total to date	retainage	net previous billing	net :	net amount due	remaining to bill	
	BETON Construction, 5097								1			1							
	N Elston, Chicago, IL 60630	masonry	69	116,215,00		69	116,215.00	100%	69	104,593,50	\$ 11,621.50	69	116,215.00	\$ 3,486,45	\$ 99,363.83	69	13 364 72	G	
	Broadway Electric, 831 Oakton,																		
	Elk Grove Village, IL 60007	electrical	49	242,500,00		69	242 500 00	79%	69	144,455.00	\$ 47,545,00	€9	192,000.00	\$ 5,760,00	\$ 137,232,25	69	49,007.75 \$	69	
	Carroll Seating, 2105 Lunt Av,																		
	Elk Grove Village, IL 60007	metal lockers	69	14,993.00		69	14,993.00	20%	69	2,986,50	69	69	2,986.50	\$ 89,60	\$ 2,837.18	69	59.73	69	
	Chicago Shade	window treatment	€9	Q.		€9	9				<b>6</b> 9	69	<b>6</b> 5	69	0	69	10	69	
	Drive Construction, 9141 S																		
	Kedzie, Evergreen Park, IL																		
	60805	plumbing	69	115,000.00		69	115,000.00	50%	69	57,500.00	4	69	57,500.00	\$ 1,725.00	\$ 54,625.00	69	1,150,00	ea	
	Friedler Construction															1		1	
	2525 N Elston, Chicago, IL	concrete repair	69	-		69	60				4	€9		69	0	69	٠	69	
	FREGIET CONSTRUCTION												_			•	_	•	
	2525 N Elston, Chicago, IL	carpentry	ea	26,287.00		69	26,287.00	74%	લ્ક	10,250,00	\$ 9,250,00	69	19,500.00	\$ 585.00	\$ 8,787.50	G	10,127 50	64	
	Friedier Construction																_		
	2525 N Elston, Chicago, IL	arch woodwork	⇔	3,500.00		GA	3,500,00	100%			\$ 3,500,00	69	3,500.00	\$ 105.00	0	69	3,395.00	6A	
	Friedler Construction																_		
	2525 N Elston, Chicago, IL	distra/c units	69	5,750,00		€9	5,750.00	100%			\$ 5,750.00	69	5,750.00	\$ 172.50	0	GA)	5 577 50	69	
	Friedler Construction																_		
	2525 N Elston, Chicago, IL	joint sealants	69	25,000,00		69	25,000.00	100%			\$ 25,000.00	€9	25,000.00	\$ 750.00	0	G	24,250.00	69	
	Friedler Construction															)		•	
_	2525 N Elston, Chicago, IL	drywall	⇔	1.0		69	<b>F</b> 2				<b>⇔</b>	69	×	69	0	69	×	69	
	Friedler Construction																_		
	2525 N Elston, Chicago, IL	acoustical ceilings	€9	50,000.00		69	50,000.00	100% \$	€9	9,400,00	\$ 40,600.00	49	50,000.00	\$ 1,500,00	\$ 9,171.72	EA	39 328 28	69	
	Friedler Construction																_		
	2525 N Elston, Chicago, IL	floor preparation	69	15,693,00		GA	15,693.00	100%	€A	2,000,00	\$ 13,693.00	69	15,693.00	\$ 470.79	\$ 1,900 00	65	13 322 21	64	
	Friedler Construction												_			,	-	•	
	2525 N Elston, Chicago, IL	landscaping	€9	10,692.00		69	10,692.00	100%			\$ 10,692.00	69	10.692.00	\$ 320 /6	C	GF	10:3/1:24	G	10
	Finedier Construction		9	OF 44 00		9	26 44 000	1000	ө	28 444 00	A	A	35 414 00	\$ 1.062.42	34 351 58	A		<del>5</del> 9	

305,559,01	69	429 040 79	596,330.21 \$	51 €9	\$ 31,712.51 \$	1,057,083.50	.50 \$	\$ 429,367	627,716.00	79% \$	\$ 1 330 930 00	69	1,330,930.00	69		SUBTOTAL page1
vi	69	N.	0 8	30	69		69	69			ЖS	69	<b>1</b> 0	69	food service	TriMark Marlinn, 6100 W 73rd, Bedford Park, IL 60638
i	69	*	0	*	69	٠	69	€9			ŧ	69	ē	es es	auto door oper	Raddant, Batavia, IL 60510
123,649.41	69	130,94	6,219.65	196.41 \$	\$ 196	6,547.00	69	49	6,547,00	5%	130,000.00	€9	130,000.00	49	HVAC	Oak Forest, IL 60452
257.58	en.	171.72	8,156.70 \$	257.58 \$	\$ 257	8,586 00	€9	69	8,586,00	100% \$	8,586.00	49	8,586.00	ds,	marker boards,	Anthony Trail, Northbrook. IL 60062
(1,455.00)	69	1,455.00	O 69	45 00	& 45	1,500.00	\$	\$ 1,500			<b>4</b> 00	49	i	sories \$	toilet accessories	Anthony Trail, Northbrook, IL 60062
1,232.00	69	2,178.00	2,090.00 \$	132.00 \$	\$ 132	4,400 00	\$	\$ 2,200	2,200,00	80% \$	5,500.00	69	5,500.00	49	lab rooms	Northwest Hwy, Palatine, IL
30,480 00	69	95,520,00	114,000.00 \$	9	\$ 6,480.00	216,000.00	.00	\$ 96,000.	120,000,00	90% \$	240 000 00	69	240,000.00	laster \$	painting & plaster	Northwest Hwy, Palatine, IL
a a	69	120	0 8	4.	69	ě	69	€9			<b>5</b> 6	69	XY.	69	masonry	Grand, Chicago, IL 60651
5,970.00	(A)	79,600.00	113 430 00 \$	9 9	\$ 5,970.00	199,000.00	00 \$	\$ 79,600	119,400.00	100% \$	199,000.00	49	199,000.00	69	demolition	Luse Companies, 3990 Enterprise Court, Aurora, IL 60504
23	1649	lië.	0		15/9	(0)	49	69				€9		٠,	interior doors	Green Bay, WI 54303
2,604,00	69	80,031.20	4,164.80 \$	\$.00 \$	\$ 2,604.00	86,800.00	.00	\$ 82,416.	4,384.00	100% \$	86,800.00	49	86,800.00	69	roof repairs	W Lathrop, Harvey, IL, 60426

Suprotal page 2	subtotal page 1	SUBTOTAL page2																	25.	Fni	252 252	25:	25.	De	등	252	Fri 25%	CSI Designation Su
		92																	2525 N Elston, Chicago, IL	Friedler Construction	Friedler Construction 2525 N Elston, Chicago, IL	2525 N Elston, Chicago, IL	2525 N Elston, Chicago, IL	Dearborn, Chicago, IL 60603	Holabira & Root, 140 S.	2525 N Elston, Chicago, IL	Friedler Construction 2525 N Elston, Chicago, IL	Subcontractor Name (Title Description) & Address
																			mobilization		performance & payment bond	insurance	fee	design fee		overhead	general conditions	Type of Work
П	\$ 1,330,930,00	\$ 443,440.00																			\$ 17,909.00	\$ 25,289.00	\$ 66,326,00	\$ 108,524.00		\$ 94,576.00	\$ 130,816.00	Original contract amount
0	0	0																										Change Orders
	\$ 1,330,930.00	\$ 443,440.00																			\$ 17,909.00	\$ 25,289.00	\$ 66,326,00	\$ 108,524.00		\$ 94,576.00	\$ 130,816,00	Adjusted Contract Amt
	<b>€</b> 9 €9	86%																	6	9	100% \$	100% \$	79% \$	100% \$		79% \$	79% \$	% Complete
1	627,716.00 265,571.40	265571_4																			17,909.00	25,289,00	31,836.48	92,245.40		35,499.84	62,791 68	Previous
	\$ 429,367.50 \$ 116,607.82	116607_82																	6	9	€9	69	\$ 20,561,06	\$ 16,278.60		\$ 39,215,20	\$ 40,552,96	Current
ı	\$ 1,057,083.50 \$ 382,179.22	\$ 382,179.22																		0	\$ 17,909,00	\$ 25,289,00	\$ 52,397,54	\$ 108,524.00		\$ 74,715,04	\$ 103,344,64	Total to date
S	\$ 31,712.51 \$ 11,465.38	\$ 11,465.38																	_	Э	\$ 537.27	\$ 758.67	\$ 1,571.93	\$ 3,255.72		\$ 2.241.45	\$ 3,100.34	retainage
\$ 848,623,05	\$ 596,330.21 \$ 252.292.84	\$ 252,292 84																		e)	\$ 17,013.55	\$ 24,024,55	\$ 30,244.66	\$ 87,633.13		\$ 33,724.85	\$ 59,652.10	net previous billing
5	1 \$ 429,040.79 4 \$ 118,421.00	1 \$ 118,421,00	T																	<i>s</i>	\$ 358.18	\$ 505.78	\$ 20,580,95	\$ 1/ 635 15		\$ 38.748.74	\$ 40,592.20	net amount due
69	₩ ₩	\$ 72,726.16				0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 537,27	\$ 758.67	\$ 15,500,39	3 233 / 2		\$ 22,102.41	\$ 30,571.70	remaining to bill

Date

8/9/2013

Project Name Design-Build Agreement between PBC and Design Builder PBC Project #PS 1974 CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT (1 of ) **EXHIBIT B** CONTRACTOR Friedler Contruction Co 2525 N Elston Av Chicago, IL 60647

Job Location

Owner Public Building Commission Of Chicago

The affiant, being first duly swom on oath, deposes and says that he/she is Eric Friedler, of Friedler Construction Co., an Illinois corporation, and duly authorized to make this Affidavit in behalf of said corporation, and 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. C1553 dated the 9th day of April, 2013, for the following project: COUNTY OF COOK STATE OF ILLINOIS SS

Design-Build Agreement between PBC and Design Builder

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

\$464,074.16 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 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:

	Fort Dearborn Elementary School	100					_			Work Completed	omp	eted										
CSI Designation	Subcontractor Name & Address	Type of Work	Q,	Original contract amount	Change Orders	Adju	Adjusted Contract Amt	% Complete		Previous		Current	To:	Total to date	Te.	retainage		net previous billing	net	net amount due		remaining to bill
	B.E.T.O.N Construction, 5097 N Elston, Chicago, IL 60630	masonry	69	98,340,00		69	98,340.00	100%	69	88,506.00	69	9,834.00	69	98,340,00	69	2,950.20	69	84,080,70	69	11,309.10	69	2 950 20
	Broadway Electric, 831 Oakton, Elk Grove Village, IL 60007	electrical	69	561,855,00		<del>69</del>	561,855.00	\$ %69	69	338,644.60	↔	48,377 80	69	387,022.40	→ ⊕	11.610.67	€	321,712,37	ea	53 699 36	<del>()</del>	186,443.27
	Carroll Seating, 2105 Lunt Av, Elk Grove Village, IL 60007	metal lockers	€9	117,799.00		69	117,799.00	20%	ь	23,560,00	69	ï	69	23,560,00	69	706,80	69	22,382.00	69	471 20	69	94,945,80
	Chicago Shade	ment	6A	7,500,00		<del>6</del> 9	7,500.00	0%			69	ď	69	*)	69	pro-		0	69	*/	69	7 500 00
	Unve Construction, 9141 S Kedzie, Evergreen Park, IL 60805		69	30,000,00		€	30,000 00	\$ %00	↔	18,000.00	69	9,000.00	€9	27,000.00	€9	810.00	49	17,100.00	69	9,090.00	69	3,810.00
	Friedler Construction 2525 N Elston, Chicago, IL	concrete repair	69	3,474.00		€	3,474,00	100%			69	3,474.00	€9	3,474.00	69	104 22		0	69	3,369.78	69	104,22
	Friedler Construction 2525 N Elston, Chicago, IL	carpentry	69	28,942.00		€9	28,942.00	100%	€9	5,000.00	69	23,942.00	69	28,942,00	69	868.26	69	4,750.00	69	23,323,74	69	868 26
	Friedier Construction 2525 N Elston, Chicago, IL	arch woodwork	69	ĕ		€9	iği				↔	ŭ	€9	3	69			0	69	(6)	€9	12
	Friedier Construction 2525 N Elston, Chicago, IL	distr a/c units	€9	10,000.00		69	10,000,00	100%	€9	100	↔	10,000 00	€	10,000,00	en	300.00		0	69	9,700.00	69	300.00
	Friedler Construction 2525 N Elston, Chicago, IL	joint sealants	€9	5,000,00		↔	5,000,00	100%			69	5,000,00	€Đ	5,000,00	€9	150.00		0	en en	4,850,00	69	150.00
		drywall	69	·		69	is				69	£	en en	Ý	Ð	*1		0	69	*	€₽	¥.
		acoustical ceilings	en en	50,000.00		69	50,000.00	100%	€9	9,400,00	છ	40,600,00	69	50,000,00	6A	1,500.00	en en	12,643.55	49	35,856,45	₩.	1,500,00
	Friedler Construction 2525 N Elston, Chicago, IL	floor preparation	69	34,620.00		€₽	34,620.00	100%	69	27,696.00	49	6,924.00	69	34,620,00	69	1,038.60	69	26,311.20	69	7,270.20	G	1 038 60
	Friedler Construction 2525 N Elston, Chicago, IL	andscaping	↔	11,469.00		69	11,469.00	100%			69	11,469.00	€	11,469.00	↔	344.07		0	69	11,124.93	69	344.07
	r nedler Construction 2525 N Elston, Chicago, IL	roofing material	€9	Ġ		€9	n		69	.v			€9	ž	69	(4)	€9	4.	69	9	69	ū

SUBTOTAL page1	Bedford Park, IL 60638	Raddant, Batavia, IL 60510	Qu-Bar, Inc. 4149 W 186th, Oak Forest, IL 60452	60062	Anthony Trail Northbrook II	Anthony Trail, Northbrook, IL 60062	Presige distribution, 728	Northwest Hwy, Palatine, IL	Northwest Hwy, Palatine, IL	Grand, Chicago, IL 60651	Luse Companies, 3990 Enterprise Court, Aurora, IL 60504	Green Bay, WI 54303	Knickerbocker Rooming, 16851 W Lathrop, Harvey, IL, 60426
	food service	auto door oper	HVAC	material	marker boards	toilet accessories		lab rooms	painting & plaster	masony	demolition	interior doors	roof repairs
€9	69	€9	49	69	-	<del>(1)</del>	+	<del>(</del> 9	₩	49	69		69
1,574,812.00	Ē	ř	190,000.00	1,091.00				203,622.00	102,000.00	Tje	33,000.00		86,100,00
\$ 1,574,812,00	69	69	\$ 190,000.00	\$ 1,091.00		to.	- 1	\$ 203,622 00	\$ 102,000.00	6 <del>9</del>	\$ 33,000,00	<b>49</b>	\$ 86,100,00
71% \$			40% \$	100% \$				80% \$	90% \$		100% \$		85% \$
750,600,60			38,000.00	1,091.00				101,811.00	81,600,00		13,200.00		4,092.00
\$ 366,800.40	69	€9	\$ 38,000.00	69		69		\$ 61,086.60	\$ 10,200.00	\$	\$ 19,800.00	69	\$ 69,093.00
\$ 1,117,401.00	69	69	\$ 76,000.00	\$ 1,091.00		69		\$ 162,897.60	\$ 91,800.00	69	\$ 33,000.00	69	\$ 73,185.00
1.00 \$ 33,522.03	69	69	0 00 \$ 2,280.00	69		69	1	7.60 \$ 4,886,93	0.00 \$ 2,754.00	69	69	69	5 00 \$ 2,195,55
2.03 \$	*	3.5	0.00 \$	32.73 \$		25		6 93 \$	4 00 \$	.81	990.00 \$	(e)	5.55
716,784.12	0	0	36,100.00	1,036.45		.0		96,720,45	77,520,00	0	12,540.00	0	3,887,40
\$ 367,094.85	69	69	\$ 37,620.00	\$ 21.82		69		\$ 61,290.22	\$ 11,526,00	69	\$ 19,470.00	69	\$ 67,102,05
69	69	69	69	69		49		69	69	ea	69	69	69
490,933.03	31	10	116,280,00	32 73		e		45 611 33	12 954.00	(4)	990.00	60	15,110,55

3.0	SUBTOTAL page2
1	\$ 425,12
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ľ	0 \$ 425,124.00
	30 81% \$
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84019,00	04940 68
8 \$ 345,030.84	
84 \$ 10,350.93	
\$ 237,700,60	
\$ 96,979,31	
\$ 90,444,09	

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

Date

Project Name Design-Build Agreement between PBC and Design Builder PBC Project # PS 1974 CONTRACTOR Friedler Contruction Co Chicago, IL 60647 2525 N Elston Av

Owner Public Building Commission Of Chicago

STATE OF ILLINOIS

C1553 dated the 9th day of April, 2013, for the following project: The affiant, being first duly swom on oath, deposes and says that he/she is Eric Friedler, of Friedler Construction Co., an Illinois corporation, and duly authorized to make this Affidavit in behalf of said corporation, and 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.

Design-Build Agreement between PBC and Design Builde

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

\$274,408.31 under the terms of said Contract

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, 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

Joplin Elementary School

CSI Designation Carroll Seating, 2105 Lunt Av, Elk Grove Village, IL 60007 2525 N Elston, Chicago, IL 2525 N Elston, Chicago, IL 60805 Drive Construction, 9141 S Kedzie, Evergreen Park, IL Oakton, Elk Grove Village, IL Broadway Electric, 831 N Elston, Chicago, IL 60630 B E T O N Construction, 5097 2525 N Elston, Chicago, IL Friedler Construction 2525 N Elston, Chicago, IL Friedier Construction 2525 N Elston, Chicago, IL 2525 N Elston, Chicago, IL Chicago Shade 2525 N Elston, Chicago, IL negler Construction Subcontractor Name & Address flooring material drywall acoustical ceilings oint sealants distr a/c units concrete repair netal lockers ectrical ndow treatment Type of Work 69 ⇔ ⇔ ⇔ ⇔ 49 ⇔ Original contract amount 106,728,00 194,000,00 25,000,00 1,000,00 5,620,00 5,000.00 9,000,00 7,500,00 .500.00 000 00 Change Orders Adjusted Contract Amt 106,728.00 194,000.00 25,000.00 5,000.00 9,000.00 1,000.00 1,000.00 7,500.00 ,500.00 % Complete 100% 100% 100% 100% 100% 100% 100% 80% 78% 69 60 69 Previous 151 40,480 00 20,000.00 ,500.00 200.00 ,200.00 69 G 69 69 69 66,248,00 Current 5,620,00 9,000.00 5,000,00 1,000,00 800,00 69 69 \$ 106,728,00 69 69 69 69 69 \$ 151 69 Total to date 20,000,00 9,000.00 1,000.00 5,620,00 5,000,00 1,000,00 ,500,00 ,200,00 GA 69 69 69 3 201 84 retainage 4,536,00 150.00 270.00 600.00 168.60 30.00 30.00 45.00 net previous billing 143,640.00 38,456.00 19,000.00 1,425.00 190.00 69 69 net amount due 65 070 16 3,024,00 5,451 40 4,850.00 8,730.00 780.00 970.00 400,00 30,00 69 60 remaining to bill 47 336 00 5,600,00 201.84 270.00 150.00 500 00 168,60 30,00 30.00 45.00

SUBTOTAL page1	TriMark Marlinn, 6100 W 73rd, Bedford Park, IL 60638	Raddant, Batavia, IL 60510	Oak Forest, IL 60452	Anthony Trail, Northbrook IL 60062	Anthony Trail, Northbrook, IL 60062	Northwest Hwy, Palatine, IL	Northwest Hwy, Palatine, IL	Grand, Chicago, IL 60651	Enterprise Court, Aurora,IL 60504	Green Bay, WI 54303	W Lathrop, Harvey, IL, 60426
	N 73rd, food service	)510 auto door oper	HVAC	ok IL marker boards, material	ok IL toilet accessories	e, IL lab rooms	e, IL painting & plaster	51 masony	a,IL demolition	interior doors	60426 roof repairs
69	69	69	69	69	es es	69	69	69	69		69
681,668.00		¥,	25,000.00	10,620,00	ű.	Ü	98,000.00	35,000.00	70,000,00		86,700.00
\$ 681,668,00	<b>&amp;</b>	€9	\$ 25,000.00	\$ 10,620,00	49	69	\$ 98,000,00	\$ 35,000.00	\$ 70,000,00	49	\$ 86,700,00
87% \$			5% \$	100% \$			100% \$	100% \$	100% \$		90% \$
			1,213,00	10,620.00			78,400.00	35,000.00	63,000.00		4,385.00
405,998.00 \$ 187,913.00	69	€9	69 1	69	69	69	\$ 19,600.00	€9	\$ 7,000.00	69	\$ 73,645,00
\$ 593,911.00	€9	€9	\$ 1,213.00	\$ 10,620.00	co	69	\$ 98,000.00	\$ 35,000.00	\$ 70,000.00	49	\$ 78,030.00
\$17,817.33	69	69	\$ 36.39	\$ 318.60	64	69	\$ 2,940,00	\$ 1,050.00	\$ 2,100.00	49	\$ 2,340.90
\$ 385,698,10	0	0	\$ 1,152.35	\$ 10,089,00	0	0	\$ 74,480.00	\$ 33,250.00	\$ 59,850,00	0	\$ 4,165,75
\$ 190,395.57	69	69	\$ 24.26	\$ 212.40	59	69	\$ 20,580.00	\$ 700.00	\$ 8,050.00	9	\$ 71,523.35
69	69	69	69	69	69	69	69	69	69	69	69
105,574.33	Ð	×	23,823.39	318.60		ki	2,940.00	1,050.00	2,100.00	10	11.010.90

SUBTOTAL page2 subtotal page 1 subtotal page 2 CSI Designation Friedler Construction 2525 N Elston, Chicago, IL Friedler Construction 2525 N Elston, Chicago, IL Friedler Construction 2525 N Elston, Chicago, IL Holabird & Root, 140 S. Dearborn, Chicago, IL 60603 Friedler Construction
2525 N Elston, Chicago, IL
Friedler Construction Friedler Construction 2525 N Elston, Chicago, IL 2525 N Elston, Chicago, IL Subcontractor Name (Title Description) & Address performance & payment bond design fee g/l & builders risk overhead general conditions mobilzation Type of Work 69 69 69 69 Original contract amount 315,881.00 \$ 681,668.00 \$ 315,881.00 997,549.00 \$ 97,737.00 13,432,00 36,700 00 67,653.00 18,966 00 1,393.00 Change Orders 0 69 49 to to 69 69 69 69 69 Adjusted Contract Amt 315,881.00 681,668.00 315,881.00 997,549.00 13,432,00 36,700.00 67,653.00 97 737 00 18,966.00 ,393 00 % Complete 100% 100% 91% 100% 91% 91% 69 69 69 69 69 Previous 
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385,698,10 \$
204,749,37 \$
590,447,47 \$ 31,616.76 65,724,85 55,710 66 12,760,40 18,017.70 20,919.00 \$ 84,012,74 \$ 190,395,57 \$ 84,012,74 \$ 274,408,31 69 69 69 69 69 28 100 54 11,476,09 30.561.79 amount due 13,226,36 268,64 379 32 ## ## G9 69 G 69 remaining to bill 105,574.33 27,118,89 132,693.22 27,118,89 11 464 55 2 441 79 7,935,70 4.304.91 402.96 568 98

## EXHIBIT L PAYMENT REQUEST FORM (1 OF ) SCHEDULE OF VALUES

Monthly Estimate No.:		3	3	Date:		8/9/2	013	
For the Period:	7/6/2013	to	7/31/2013	Sheet:	1	of	4	
Contract No :		PS1	974					

To: PUBLIC BUILDING COMMISSION OF CHICAGO

Design-Build Agreement between PBC and Design Builder

TEM	DESCRIPTION	CONTRACT		ENT ESTIMATE		ESTIMATE TO DATE
NO.	DESCRIPTION	PRICE	%		%	
			DONE	AMOUNT	DONE	AMOUNT
1	masonry	\$214,555	10%	\$21,455.50	100%	\$214,555.00
2	electric	\$1,881,355	26%	\$492,472.80	79%	\$1,480,772.40
3	metal lockers	\$132,792	0%	\$0.00	20%	\$26,546.50
4	window treatment	\$15,000	0%	\$0.00	0%	\$0.00
5	plumbing	\$235,000	16%	\$38,250.00	68%	\$159,750.00
6	concrete repair	\$18,824	27%	\$5,009.00	27%	\$5,009.00
7	carpentry	\$93,229	51%	\$47,792.00	89%	\$82,792.00
8	architectural woodwork	\$19,500	92%	\$18,000.00	100%	\$19,500.00
9	distr a/c units	\$36,000	100%	\$36,000.00	100%	\$36,000.00
10	joint sealants	\$40,000	100%	\$40,000.00	100%	\$40,000.00
11	drywall	\$132,079	66%	\$87,699.00	100%	\$132,079.00
12	acoustical ceilings	\$106,000	81%	\$86,000.00	100%	\$106,000.00
13	floor preparation	\$147,733	30%	\$44,597.00	100%	\$147,733.00
14	landscaping	\$22,161	100%	\$22,161.00	100%	\$22,161.00
	flooring material	\$70,607	0%	\$0.00	99%	\$69,832.00
15	roof repairs	\$584,600	61%	\$355,154.00	91%	\$530,515.00
16	interior doors	\$22,918	0%	\$0.00	0%	\$0.00
17	demolition	\$350,859	36%	\$125,943.60	100%	\$350,859.00
18	masonry	\$205,000	0%	\$0.00	83%	\$171,000.00
19	painting & plaster	\$614,000	28%	\$174,400.00	91%	\$558,800.00
20	lab rooms	\$561,963	30%	\$169,138.90	67%	\$379,002.20
21	toilet accessories	\$1,725	87%	\$1,500.00	87%	\$1,500.00
22	marker boards	\$35,879	0%	\$0.00	100%	\$35,879.00
23	HVAC	\$485,000	22%	\$106,534.00	34%	\$166,360.00
24	auto door operators	\$4,764	0%	\$0.00	0%	\$0.00
25	food service	\$33,457	100%	\$33,457.00	100%	\$33,457.00
27	general conditions	\$543,484	32%	\$171,845.89	80%	\$436,628.29
28	overhead	\$401,879	43%	\$172,050.99	80%	\$322,185.52
29	design fee	\$452,183	15%	\$67,827.45	100%	\$452,183.00
30	fee	\$297,621	32%	\$94,140.76	80%	\$236,633.64
31	g/l & builders risk insurance	\$105,369	0%	\$0.00	100%	\$105,368.99
32	performance & payment bond	\$74,620	0%	\$0.00	100%	\$74,620.00
33	mobilization	\$0		\$0.00		\$0.00
OTAL 1	THIS SHEET:	\$7,940,156		\$2,411,428.89		\$6,397,721.54

## EXHIBIT L PAYMENT REQUEST FORM (4 OF ) SUMMARY OF ESTIMATE SHEETS

Mon	thly Estimate No. 3	Date:	8/	9/2013				
For	the Period: 7/6/2013 to 7/31/2013	Sheet	4 of	4				
	tract No.: PS1974	0.						
To:	PUBLIC BUILDING COMMISSION OF CHICAGO							
	ign-Build Agreement between PBC and Design B	uilder						
SUN	MARY OF ESTIMATE SHEETS	(1)	(2)	(3)				
		TOTAL	CURRENT	TOTAL				
	DESCRIPTION	CONTRACT	ESTIMATE	ESTIMATE				
		ESTIMATE		TO DATE				
1	Design Build Agreement	\$7,940,156.00	\$2,411,428.89	\$6,397,721.54				
2								
3								
5								
6	Total Awarded Contract Amount	\$7,940,156.00						
	Awarded Contract Amounts Completed	47,010,100.00	\$2,411,428.89	\$6,397,721.54				
	Add: Total Authorized Changes - Sheet No.2	\$0.00	\$0.00	\$0.00				
9	Add: Materials Stored - Sheet No.3	***************************************	70,00					
	Total Approved Value & Amounts Earned	\$7,940,156.00	\$2,411,428.89	\$6,397,721.54				
11	ADD: Current Reserve Adjustment		\$76,012.27					
	Deduct: Total Reserve To Date (Column 3)		\$72,342.87	\$191,931.65				
	Deduct: Current Liquidated Damages (Line 25)							
	Deduct: Total Liquidated Damages (Line 23)							
	Total Paid to Date - including this estimate			\$6,205,789.89				
	Deduct: Total Earned to Date (Line 10, Col. 3)	\$6,397,721.54						
17	Net Amount Open on Contract	\$1,542,434.46						
18	NET CURRENT PAYMENT		\$2,415,098.29					
		Current Previous Total Reserve						
		1 0 1	Danidana	Total Deserve				
	DESERVE COMPUTATION			Total Reserve				
10	RESERVE COMPUTATION	Current Reserve	Previous Reserve	Withheld				
	Percentage Computation - 10% Reserve*		Reserve	Withheld \$0.00				
20	Percentage Computation - 10% Reserve* Percentage Computation - 3% Reserve*			<b>Withheld</b> \$0.00 \$191,931.65				
20	Percentage Computation - 10% Reserve* Percentage Computation - 3% Reserve* Total Reserve Withheld	Reserve	<b>Reserve</b> \$72,342.87	\$0.00 \$191,931.65 \$191,931.65				
20 21	Percentage Computation - 10% Reserve* Percentage Computation - 3% Reserve* Total Reserve Withheld *Note: Column 1 is computed at the rate of 10% for	Reserve	<b>Reserve</b> \$72,342.87	\$0.00 \$191,931.65 \$191,931.65				
20 21	Percentage Computation - 10% Reserve* Percentage Computation - 3% Reserve* Total Reserve Withheld *Note: Column 1 is computed at the rate of 10% for UIDATED DAMAGES COMPUTATION	Reserve or all monthly estir	### Reserve   \$72,342.87   ### mates up to 50%	\$0.00 \$191,931.65 \$191,931.65				
20 21 <b>LIQ</b> 23	Percentage Computation - 10% Reserve* Percentage Computation - 3% Reserve* Total Reserve Withheld *Note: Column 1 is computed at the rate of 10% for the computation of the computation	Reserve or all monthly estir	<b>Reserve</b> \$72,342.87	\$0.00 \$191,931.65 \$191,931.65				
20 21 LIQ 23 24	Percentage Computation - 10% Reserve* Percentage Computation - 3% Reserve* Total Reserve Withheld  *Note: Column 1 is computed at the rate of 10% for the computed of the comp	Reserve or all monthly estir	### Reserve   \$72,342.87   ### mates up to 50%	\$0.00 \$191,931.65 \$191,931.65				
20 21 LIQ 23 24	Percentage Computation - 10% Reserve* Percentage Computation - 3% Reserve* Total Reserve Withheld  *Note: Column 1 is computed at the rate of 10% for the column 1 is computed at the rate of 10% for the column 1 is computed at the rate of 10% for the column 1 is computed at the rate of 10% for the column 1 is computed at the rate of 10% for the column 1 is computed at the rate of 10% for the column 2 is computed	Reserve or all monthly estir	\$72,342.87 mates up to 50% \$1,000/Days	\$0.00 \$191,931.65 \$191,931.65				
20 21 LIQ 23 24	Percentage Computation - 10% Reserve* Percentage Computation - 3% Reserve* Total Reserve Withheld  *Note: Column 1 is computed at the rate of 10% for the serve UIDATED DAMAGES COMPUTATION Total Liquidated Damages to Date Deduct: Amount Previously Withheld Current Liquidated Damages Approximate % Contract Complete 7	Reserve or all monthly estin 0 Days @ Total Contract Days	Reserve   \$72,342.87   mates up to 50%   \$1,000/Days   Time	Withheld \$0.00 \$191,931.65 \$191,931.65 of the contract.				
20 21 LIQ 23 24	Percentage Computation - 10% Reserve* Percentage Computation - 3% Reserve* Total Reserve Withheld  *Note: Column 1 is computed at the rate of 10% for the column 1 is computed at the rate of 10% for the column 1 is computed at the rate of 10% for the column 1 is computed at the rate of 10% for the column 1 is computed at the rate of 10% for the column 1 is computed at the rate of 10% for the column 2 is computed	or all monthly esting 0 Days @ Total Contract	Reserve \$72,342.87 mates up to 50% \$1,000/Days	Withheld \$0.00 \$191,931.65 \$191,931.65 of the contract.				
20 21 LIQ 23 24	Percentage Computation - 10% Reserve* Percentage Computation - 3% Reserve* Total Reserve Withheld  *Note: Column 1 is computed at the rate of 10% for the serve UIDATED DAMAGES COMPUTATION Total Liquidated Damages to Date Deduct: Amount Previously Withheld Current Liquidated Damages Approximate % Contract Complete 7	Reserve or all monthly estin 0 Days @ Total Contract Days	Reserve   \$72,342.87   mates up to 50%   \$1,000/Days   Time	Withheld \$0.00 \$191,931.65 \$191,931.65 of the contract.				
20 21 LIQ 23 24	Percentage Computation - 10% Reserve* Percentage Computation - 3% Reserve* Total Reserve Withheld  *Note: Column 1 is computed at the rate of 10% for the serve UIDATED DAMAGES COMPUTATION Total Liquidated Damages to Date Deduct: Amount Previously Withheld Current Liquidated Damages Approximate % Contract Complete 7	Reserve or all monthly estin 0 Days @ Total Contract Days	Reserve   \$72,342.87   mates up to 50%   \$1,000/Days   Time	Withheld \$0.00 \$191,931.65 \$191,931.65 of the contract.				
20 21 23 24 25	Percentage Computation - 10% Reserve* Percentage Computation - 3% Reserve* Total Reserve Withheld  *Note: Column 1 is computed at the rate of 10% for the serve of 10% for the se	Reserve or all monthly estin 0 Days @ Total Contract Days	Reserve   \$72,342.87   mates up to 50%   \$1,000/Days   Time	Withheld \$0.00 \$191,931.65 \$191,931.65 of the contract.				
20 21 23 24 25	Percentage Computation - 10% Reserve* Percentage Computation - 3% Reserve* Total Reserve Withheld  *Note: Column 1 is computed at the rate of 10% for the serve of 10% for the se	Reserve or all monthly estin 0 Days @ Total Contract Days	Reserve \$72,342.87 mates up to 50% \$1,000/Days Time d Days	Withheld \$0.00 \$191,931.65 \$191,931.65 of the contract.				
20 21 23 24 25	Percentage Computation - 10% Reserve* Percentage Computation - 3% Reserve* Total Reserve Withheld  *Note: Column 1 is computed at the rate of 10% for the serve of 10% for the se	Reserve or all monthly estir  0 Days @  Total Contract Days Total Time Use	Reserve \$72,342.87 mates up to 50% \$1,000/Days Time d Days	Withheld \$0.00 \$191,931.65 \$191,931.65 of the contract.				
20 21 23 24 25	Percentage Computation - 10% Reserve* Percentage Computation - 3% Reserve* Total Reserve Withheld  *Note: Column 1 is computed at the rate of 10% for the serve of 10% for the se	Reserve  or all monthly estir  0 Days @  Total Contract Days Total Time Use  Name of Contract	Reserve \$72,342.87 mates up to 50% \$1,000/Days Time d Days	Withheld \$0.00 \$191,931.65 \$191,931.65 of the contract.				
20 21 23 24 25 REC	Percentage Computation - 10% Reserve* Percentage Computation - 3% Reserve* Total Reserve Withheld  *Note: Column 1 is computed at the rate of 10% for the second se	Reserve  or all monthly estir  0 Days @  Total Contract Days Total Time Use  Name of Contract End-Friedler	Reserve \$72,342.87 mates up to 50% \$1,000/Days Time d Days	Withheld \$0.00 \$191,931.65 \$191,931.65 of the contract.				
20 21 23 24 25 REC	Percentage Computation - 10% Reserve* Percentage Computation - 3% Reserve* Total Reserve Withheld  *Note: Column 1 is computed at the rate of 10% for the serve of 10% for the se	Reserve  or all monthly estir  0 Days @  Total Contract Days Total Time Use  Name of Contract Encirnediar President	Reserve \$72,342.87 mates up to 50% \$1,000/Days  Time d Days	Withheld \$0.00 \$191,931.65 \$191,931.65 of the contract.				
20 21 23 24 25 REC	Percentage Computation - 10% Reserve* Percentage Computation - 3% Reserve* Total Reserve Withheld  *Note: Column 1 is computed at the rate of 10% for the second se	Reserve  or all monthly estir  0 Days @  Total Contract Days Total Time Use  Name of Contract Encirnediar President	Reserve \$72,342.87 mates up to 50% \$1,000/Days  Time d Days	Withheld \$0.00 \$191,931.65 \$191,931.65 of the contract.				
20 21 23 24 25 REC	Percentage Computation - 10% Reserve* Percentage Computation - 3% Reserve* Total Reserve Withheld  *Note: Column 1 is computed at the rate of 10% for the second se	Reserve  or all monthly estir  0 Days @  Total Contract Days Total Time Use  Name of Contract Encirnediar President	Reserve \$72,342.87 mates up to 50% \$1,000/Days  I ime d Days  CAROLE TORNE OFFICIAL SEA	Withheld \$0.00 \$191,931.65 \$191,931.65 of the contract.				
20 21 23 24 25 REC	Percentage Computation - 10% Reserve* Percentage Computation - 3% Reserve* Total Reserve Withheld  *Note: Column 1 is computed at the rate of 10% for the second se	Reserve  or all monthly estir  0 Days @  Total Contract Days Total Time Use  Name of Contract Encirnediar President	Reserve \$72,342.87 mates up to 50% \$1,000/Days Time d Days	Withheld \$0.00 \$191,931.65 \$191,931.65 of the contract.				

## EXHIBIT Q Altgeld STATUS REPORT OF MBE/WBE (SUB) CONTRACT PAYMENTS (1 of 2)

Name of Project:	Design-Build Agreement	Contract Number:	PS1974
Monthly Estimate No.:	3	PBCC Project No.:	
Date:	August 8, 2013	_	
STATE OF HINDS	)		
STATE OF ILLINOIS	} SS		
COUNTY OF COOK	}		
In connection with the ab	pove-captioned contract:		
·	,	rity and Women Business I for, and have done or a	_

MBE/WBE Name	Contract For	Amount of Contract	Total Previous Requests	Amount This Request	Balance to Complete
Penn Services	general	\$526,841.00	\$210,252.30	\$154,452.30	\$162,136.40
Qu-Bar, Inc	HVAC	\$140,000.00	\$14,066.00	\$68,534.00	\$57,400.00
Drive Construction	plumbing	\$65,000.00	\$26,000.00	\$29,250.00	\$9,750.00
Pagoda Electric	electrical	\$307,000.00	\$0.00	\$181,540.00	\$125,460.00
Evergreen Electric	electrical	\$89,000.00	\$0.00	\$44,500.00	\$44,500.00
MBB Enterprises	masonry	\$170,000.00	\$136,000.00	\$0.00	\$34,000.00
BETON Construction	masonry	\$0.00	\$0.00	\$0.00	\$0.00
NIA Architects	architectural design	\$25,000.00	\$0.00	\$0.00	\$25,000.00
Singh Associates	MEP engineer	\$83,634.00	\$0.00	\$0.00	\$83,634.00
	TOTALS	\$1,406,475.00	\$386,318.30	\$478,276.30	\$541,880.40

## 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.

(A5100)		
Eric Priedler		
	8/12/2013	
Date		
Chicago , <u>Illinois</u> , known to	me to be the po	Carole Torres, the undersigned officer, personally appeared at erson described in the foregoing Affidavit and acknowledged that he (she) if for the purposes therein contained.
In witness thereof, I hereunto set m	y hand and offic	
Carole Jones		CAROLE TORRES OFFICIAL SEAL OFFICIAL SEAL Notary Public, State of Illinois Notary Public, State of Illinois My Commission Expires My Commission 28, 2016 March 28, 2016
Notary Public	West 1	My Commission 28, 2016
Commission Expires	L'alle	

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## EXHIBIT Q Barton STATUS REPORT OF MBE/WBE (SUB) CONTRACT PAYMENTS (1 of 2)

Name of Project:	Design-Build Agreement	Contract Number:	PS1974
Monthly Estimate No.:	3	PBCC Project No.:	<del></del>
Date:	August 12, 2013	_	
STATE OF ILLINOIS	} } SS		
COUNTY OF COOK	}		
In connection with the ab	pove-captioned contract:		
	· · · · · · · · · · · · · · · · · · ·	rity and Women Business I for, and have done or ar	

MBE/WBE Name	Contract For	Amount of Contract	Total Previous Requests	Amount This Request	Balance to Complete
Penn Services	general	\$245,500.00	\$122,200.00	\$98,200.00	\$25,100.00
Qu-Bar, Inc	HVAC	\$130,000.00	\$6,547.00	\$0.00	\$123,453.00
Drive Construction	plumbing	\$115,000.00	\$57,500.00	\$0.00	\$57,500.00
Pagoda Electric	electrical	\$91,433.40	\$0.00	\$10,000.00	\$81,433.40
Evergreen Electric	electrical	\$0.00	\$0.00	\$0.00	\$0.00
MBB Enterprises	masonry	\$0.00	\$0.00	\$0.00	\$0.00
BETON Construction	masonry	\$116,215.00	\$104,593.50	\$11,621.50	\$0.00
NIA Architects	architectural design	\$25,000.00	\$0.00	\$0.00	\$25,000.00
Singh Associates	MEP engineer	\$83,634.00	\$0.00	\$0.00	\$83,634.00
	TOTALS	\$806,782.40	\$290,840.50	\$119,821.50	\$396,120.40

## 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.

THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.
Eric Friedler
8/12/2013
Date
On this 12 day of August, 2013, before me,Carole Torres, the undersigned officer, personally appeared a Chicago, Illinois, 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.
Carole Lones
Notary Public  CAROLE TORRES OFFICIAL SEAL O
Commission Expires  OFFICIAL SEAL OFFICIAL SEAL OFFICIAL SEAL Notary Public, State of Illinois Notary Public, State of Illinois My Commission Expires My Commission Expires March 28, 2016

## EXHIBIT Q Dearborn STATUS REPORT OF MBE/WBE (SUB) CONTRACT PAYMENTS (1 of 2)

Design-Build Agreement	Contract Number: _	PS1974	
3	PBCC Project No.:		
August 12, 2013	<u>.</u>		
}			
}			
	3	3 PBCC Project No.: August 12, 2013	

In connection with the above-captioned contract:

I HEREBY DECLARE AND AFFIRM that I, , am Authorized Agent and duly authorized representative of , whose address is , . and that the following Minority and Women Business Enterprises have been contracted with and have furnished, or are furnishing and preparing material for, and have done or are doing labor on the above-captioned contract; that there is due and to become due them, respectively, the amounts set opposite their names for materials

eneral VAC lumbing lectrical	\$305,622.00 \$190,000.00 \$30,000.00 \$84,000.00	\$183,411.00 \$38,000.00 \$18,000.00	\$71,286.60 \$38,000.00 \$9,000.00	\$50,924.40 \$114,000.00
lumbing	\$30,000.00			
		\$18,000.00	\$9,000,00	¢2 000 00
ectrical	\$94,000,00		, , ,	\$3,000.00
	φο4,000.00	\$0.00	\$56,000.00	\$28,000.00
ectrical	\$0.00	\$0.00	\$0.00	\$0.00
asonry	\$0.00	\$0.00	\$0.00	\$0.00
asonry	\$98,340.00	\$88,506.00	\$9,834.00	\$0.00
rchitectural design	\$25,000.00	\$0.00	\$0.00	\$25,000.00
EP engineer	\$83,634.00	\$0.00	\$0.00	\$83,634.00
				\$304,558.40
rc	chitectural design EP engineer	chitectural design \$25,000.00 EP engineer \$83,634.00	Chitectural design \$25,000.00 \$0.00 \$0.00 \$0.00 \$0.00	chitectural design \$25,000.00 \$0.00 \$0.00

## 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.

Hund	
Eric Friedler	
8/12/2013	
Date	
	Carole Torres, the undersigned officer, personally appeared at erson described in the foregoing Affidavit and acknowledged that he (she) I for the purposes therein contained.
In witness thereof, I hereunto set my hand and office	ial seal.
Notary Public My Commi	E TORRES  AL SEAL   State of Illinois   State of Expires   28, 2016

## **EXHIBIT Q Joplin** STATUS REPORT OF MBE/WBE (SUB) CONTRACT PAYMENTS (1 of 2)

Name of Project:	Design-Build Agreement	Contract Number:	PS1974
Monthly Estimate No.:	3	PBCC Project No.: _	
Date:	August 12, 2013		
STATE OF ILLINOIS	} } SS		
COUNTY OF COOK	}		
In connection with the al	bove-captioned contract:		
I HEREBY DECLARE		authorized Agent and duly a	
whose address is	, ,	-	Enterprises have been contracted
with and have furnished.	, or are furnishing and preparing mater	rial for, and have done or are	e doing labor on the above-

captioned contract; that there is due and to become due them, respectively, the amounts set opposite their names for materials

MBE/WBE Name	Contract For	Amount of Contract	Total Previous Requests	Amount This Request	Balance to Complete
Penn Services	general	\$98,000.00	\$78,400.00	\$19,600.00	\$0.00
Qu-Bar, Inc	HVAC	\$25,000.00	\$1,213.00	\$0.00	\$23,787.00
Drive Construction	plumbing	\$25,000.00	\$20,000.00	\$0.00	\$5,000.00
Pagoda Electric	electrical	\$50,000.00	\$0.00	\$24,000.00	\$26,000.00
Evergreen Electric	electrical	\$0.00	\$0.00	\$0.00	\$0.00
MBB Enterprises	masonry	\$35,000.00	\$35,000.00	\$0.00	\$0.00
BETON Construction	masonry	\$0.00	\$0.00	\$0.00	\$0.00
NIA Architects	architectural design	\$25,000.00	\$0.00	\$0.00	\$25,000.00
Singh Associates	MEP engineer	\$83,634.00	\$0.00	\$0.00	\$83,634.00
	TOTALS	\$341,634.00	\$134,613.00	\$43,600.00	\$163,421.00

## 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.

THE THEO VET THUM, TO THE THE		•			
$\sim$		2			
Eric Friedler					
	8/12/2013				
Date					
On this 12 day of August, 2013, b Chicago , Illinois, known to n executed the same in the capacity the	ne to be the pers	son described in the	e foregoing Aff	signed officer, pidavit and ackno	personally appeared a owledged that he (she)
In witness thereof, I hereunto set my	hand and officia	ıl seal.			
Carole Jones					
Notary Public		CAROLET			
Commission Expires	No.	CAROLE TORRES OFFICIAL SEAL tary Public, State of Illino y Commission Expires March 28, 2016	is		