



Public Building Commission of Chicago Contractor Payment Information

Project: Enrico Tonti Elementary School Modular - Temp Fencing

Contract Number: 1549C

JOC Contractor: Leopardo Companies

Payment Application: #1

Amount Paid: \$10,782.69

Date of Payment to General Contractor: 3/4/14

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.

Follow this project on Twitter @PBCChi



Leopardo

COMPANIES, INC.
LCI Management Services
Leopardo Construction

Corporate Headquarters:

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

Chicago Office:

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

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

Date: 08/19/13
Invoice: 39010
Payout # : 1
Job: 13-6191
Terms: net 30

Attn: Don Wilson

Description	Totals
Tonti Elementary Temp Fencing 5615 S. Hohman Ave Chicago, IL	
Client Reference 19040-c1549c-001-000	
Amount of Contract	11,980.77
Extras to Contract	0.00
Adjusted Total Contract	11,980.77
Work Completed to Date	11,980.77
Less Retained	1,198.08
Net Amount Earned	10,782.69
Net Amount Previously Invoiced	0.00
Total of This Invoice	10,782.69
Balance to Become Due Including Retention	1,198.08
Change Order Summary	
 Please send check to :	
Leopardo Companies, Inc. 333 W. Wacker Drive, Suite 250 Chicago, IL 60606	
Attention: Erika Dominguez	



Richard J. Daley Center
 50 W. Washington Street
 Room 200
 Chicago, Illinois 60602
 (312) 744-3090
 FAX (312) 744-8005
 www.pbcchicago.com

Chairman
 RAHM EMANUEL
 Mayor
 City of Chicago

Executive Director
 ERIN LAVIN CARONARO

Job Order Notice To Proceed

Job Order Number: 19040-C1549C-001-000
Job Order Name: Tonti Elementary Fencing
Work Type: School
Contract Number: 1549C
Contractor: Leopardo Companies, Inc.
File Code: 03-07-06
User Agency: The Board of Education of the City of Chicago

May 04, 2013

Michael Carlson
 Leopardo Companies, Inc.
 333 W. Wacker Dr., Ste 250
 Chicago, IL 60606

Dear Michael Carlson:

The Public Building Commission of Chicago accepts Leopardo Companies, Inc. Job Order Proposal dated 05/03/2013. This Notice to Proceed (NTP) authorizes Leopardo Companies, Inc. to proceed with the construction of the above project according to the detail scope of work date for a Lump Sum amount of \$11,980.77.

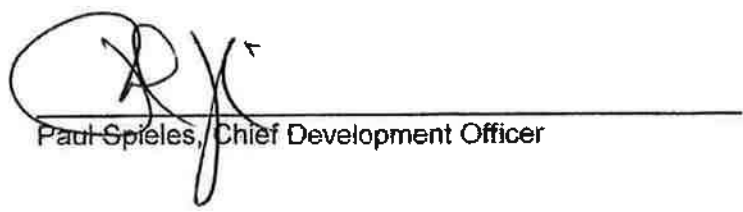
This project is subject to the terms and conditions in Contract #1549C. The effective date of this NTP is 5/13/2013.

Construction of the project is to be complete no later than 05/24/2013. Liquidated damages for delay will be assessed according to Article 10.04 of the General Conditions.

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


 Rosalinda Castillo, Deputy Director of Procurement

5-9-13
 Date


 Paul Spieles, Chief Development Officer

5-9-13
 Date

**PUBLIC BUILDING COMMISSION OF CHICAGO
EXHIBIT O
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.




(Affiant)

10-2-13
(Date)

On this 2nd day of October, 2013, before me, Erika Dominguez, the undersigned officer, personally appeared Rick J. DuPraw, 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.



Notary Public
Commission Expires:

(Seal)



PUBLIC BUILDING COMMISSION OF CHICAGO

EXHIBIT B

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

PROJECT NAME: **TONTI Elementary Fencing**
 PBC PROJECT: **19040-C1549C-001-000**
 JOB LOCATION: _____

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

APPLICATION PAYMENT # **1**

DATE: **10/3/2013**
 PERIOD FROM: **6/1/13 - 7/1/13**

OWNER: **PUBLIC BUILDING COMMISSION OF CHICAGO**

STATE OF ILLINOIS }
) SS
 COUNTY OF COOK }

The affiant, **Rick J. DuPraw** first being duly sworn on oath, deposes and says that he/she is, **Sr. Vice President** for **LEOPARDO COMPANIES, INC.** a(n) **ILLINOIS** Corporation and duly authorized to make this Affidavit on behalf of said corporation and for himself individually; that he/she is well acquainted with the facts set forth herein and that said corporation is the Contractor with the **PUBLIC BUILDING COMMISSION OF CHICAGO**, owner, under Contract No. **1549C** dated the **24th** day of **May** 2013 for the General Construction on the following project:

Project Name **TONTI ELEMENTARY FENCING**
 Project Address: **5815 S. Homan Ave, Chicago**

That the following statements are made for the purpose of procuring a partial payment \$ **11,980.77** under the terms of said Contract. That, for the purpose of said Contract, the following persons have been contracted with and have furnished or prepared materials, equipment supplies, and services for, and have done labor and said improvement.

That, the respective amounts set forth opposite their names is the full amount of money due and to become due to each of them respectively. That, the work for which payment has been requested has been completed, free and clear of any all claims, liens, charges and expenses of any kind whatsoever and in full compliance with the Contract Documents and the requirements of said Owner under them;

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

CSI Designation	Subcontractor Name (Title Description) Subcontractor Address	Original Contract Amount	Change Orders	Adjusted Contract amount	% Complete	Work Completed			Retainage	Previous Billings	Net Amount Due	Remaining to Bill
						Previous	Current	Total				
General Conditions	Leopardo Companies, Inc. 333 W. Wacker Drive, Ste. 250 Chicago, IL 60606	\$ 5,208.00		\$ 5,208.00	100%	\$ -	\$ 5,208.00	\$ 5,208.00	\$ -	\$ 4,687.20	\$ 520.80	
Insurance	Fence Masters 20400 South Cottage Grove Grove Ave Chicago Hts, IL 60411	\$ 155.00		\$ 155.00	100%	\$ -	\$ 155.00	\$ 155.00	\$ -	\$ 139.50	\$ 15.50	
Fencing	Leopardo Companies, Inc. 333 W. Wacker Drive, Ste. 250 Chicago, IL 60606	\$ 4,130.00		\$ 4,130.00	100%	\$ -	\$ 4,130.00	\$ 4,130.00	\$ -	\$ 3,717.00	\$ 413.00	
Contractor's Fee		\$ 2,487.77		\$ 2,487.77	100%	\$ -	\$ 2,487.77	\$ 2,487.77	\$ -	\$ 2,238.99	\$ 248.78	

**PUBLIC BUILDING COMMISSION OF CHICAGO
EXHIBIT B**

CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT (2 of 3)

CSI Designation	Subcontractor Name (Title Description) Subcontractor Address	Original Contract Amount	Change Orders	Adjusted Contract amount	% Complete	Work Completed			Retainage	Previous Billings	Net Amount Due	Remaining to Bill
						Previous	Current	Total				
1		2	3	4	5	6	7	8	9	10	11	12
				\$ -				\$ -				\$ -

AMOUNT OF ORIGINAL CONTRACT	\$ 11,980.77	TOTAL AMOUNT REQUESTED	\$ 11,980.77
EXTRAS TO CONTRACT	\$ -	LESS 10% RETAINED	\$ 599.04
TOTAL CONTRACT AND EXTRAS	\$ 11,980.77	NET AMOUNT EARNED	\$ 10,782.69
CREDITS TO CONTRACTS		AMOUNT OF PREVIOUS PAYMENT	\$ -
ADJUSTED CONTRACT PRICE	\$ 11,980.77	AMOUNT DUE THIS PAYMENT	\$ 10,782.69
		BALANCE TO COMPLETE	\$ 1,198.08

PUBLIC BUILDING COMMISSION OF CHICAGO

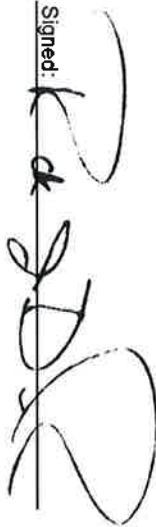
EXHIBIT B

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

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

Contractor Certifies that to the best of its knowledge, information and belief, the work is in accordance with the Contract Documents; that suppliers of materials, services, labor and all Subcontractors (including all significant sublevels thereof) have been paid in full; that the amount of the payments applied for are justified. That the Final Waivers of Lien and Releases submitted herewith by affiant for affiant and each of the aforesaid person, are true, correct, and genuine; that each and every Final Waiver of Lien and Release was delivered unconditionally; that there is no claim either legal or equitable to defeat the validity of any of said Final Waivers of Lien and such Releases; that said Final Waivers of Lien and said Releases include such Final Waivers of Lien and such releases from all Subcontractors, suppliers of material or other agents acting on behalf of affiant in connection with the Work or arising out of the Work; and that so far as affiant has knowledge or information, the said Final Waivers of Lien and said Releases include all the labor and material for which a

claim could be made and for which a lien could be filed;
that neither the final payment nor any part thereof has been assigned;
That said Contractor herein expressly affirms that should it any time appear that any illegal or excess payments have been made to said Contractor
by or on behalf of the PUBLIC BUILDING COMMISSION OF CHICAGO, whether included in a partial or in a final payment, the said Contractor will
replay on demand to the PUBLIC BUILDING COMMISSION OF CHICAGO the amount or amounts so paid; and
that if any lien remains unsatisfied after all payments are made, the Contractor will refund to the PUBLIC BUILDING COMMISSION OF CHICAGO all
moneys that the latter may be compelled to pay in discharging such a lien including all costs and a reasonable attorney's fee.

Signed: 

Print Name: Rick J. Dupraw

Title: Sr. Vice President

Subscribed and Sworn to before me this 2 day ~~of~~ oct 2013

Notary Public 
My Commission expires: 8.1.15



PUBLIC BUILDING COMMISSION OF CHICAGO

EXHIBIT C
CONTRACTOR'S WAIVER OF LIEN TO-DATE AND AFFIDAVIT

STATE OF ILLINOIS }
 } SS
COUNTY OF COOK }

TO ALL WHOM IT MAY CONCERN:

WHEREAS Leopardo Companies, Inc., an Illinois CORPORATION, has employed by the PUBLIC BUILDING COMMISSION OF CHICAGO, as Owner, under Contract No. 1549C dated the 24 day of May, 2013, for **General Construction**

for **Tonti Elementary Fencing – 5615 S. Homan Chicago, IL – Project #19040-C1549C-001-000**

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

TEN THOUSAND SEVEN HUNDRED EIGHTY TWO AND 69/100

on the adjusted contract price of

ELEVEN THOUSAND NINE HUNDRED EIGHTY AND 77/100

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 Rick J. DuPraw – Sr. Vice President and attested by Gary Leopardo - Secretary on this 2ND day of October 2013, pursuant to authority given by the said Corporation

(SEAL)

ATTEST:


Secretary or Assistant Secretary

Leopardo Companies, Inc.


Rick J. DuPraw - Sr. Vice President

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

Invoice #: 39010

To Owner: Public Bldg. Comm. of Chicago
 50 West Washington Street, Room 44
 Chicago, IL 60602

Project: 13-6191 Tonti Elementary Temp Fencing
 Application No: 1
 Period: -
 Project Number: 13-6191
 Contract Date:
 Client Reference: 19040-c1549c-001-000

Distribution to:
 Owner
 Architect
 Contractor

From Contractor: Leopardo Companies, Inc. Via Architect:
 333 W. Wacker Drive, Suite 250
 Chicago, IL 60606

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

1. Original Contract Sum	\$ 11,980.77
2. Net Change By Change Orders	\$ 0.00
3. Contract Sum To Date	\$ 11,980.77
4. Total Completed and Stored To Date	\$ 11,980.77

5. Retainage:

a. 10.00% of Completed Work (Column D+E on G703)	\$ 1,198.08
b. 0% of Stored Material (Column F on G703)	\$ 0.00
Total Retainage (Lines 5a + 5b)	\$ 1,198.08

6. Total Earned Less Retainage (Line 4 Less Line 5 Total)	\$ 10,782.69
7. Less Previous Certificates For Payment (Line 6 from prior Certificate)	\$ 0.00
8. Current Payment Due	\$ 10,782.69
9. Balance To Finish, Including Retainage (Line 3 Less Line 6)	\$ 1,198.08

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous month by Owner	0.00	0.00
Total Approved this Month	0.00	0.00
TOTALS	0.00	0.00
Net Changes By Change Order	0.00	

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.

CONTRACTOR: Leopardo Companies, Inc.



By: *[Signature]* Date: 10/24/13

State of: Illinois County of: Cook

Subscribed and sworn to before me on 10/24/13
 Notary Public:
 My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above 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 \$ 10,782.69

(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.)

ARCHITECT:

By: _____ Date: _____

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.

Owner: (if applicable)

By: _____ Date: _____

CONTINUATION SHEET

AIA DOCUMENT G703

Application No. : 1
 Period From :
 To :

Application and Certification for Payment, containing Contractor's signed certification is attached.
 In tabulation below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

Invoice #: 39010 Contract: 13-6191 Tonti Elementary Temp Fencing

A Item No	B Description of Work	C Scheduled Value	D Work Completed		E This Period In Place	F Materials Presently Stored (Not In D or E)	G Total Completed and Stored To Date (D + E + F)	H Balance To Finish (C - G)	I Retainage (If Variable Rate)
			From Previous Application (D + E)	% (G + C)					
1	General Conditions	5,208.00	0.00	5,208.00	0.00	5,208.00	100%	0.00	520.80
2	Insurance	155.00	0.00	155.00	0.00	155.00	100%	0.00	15.50
3	Fencing	4,130.00	0.00	4,130.00	0.00	4,130.00	100%	0.00	413.00
4	Contractor's Fee	2,487.77	0.00	2,487.77	0.00	2,487.77	100%	0.00	248.78
GRAND TOTALS		11,980.77	0.00	11,980.77	0.00	11,980.77	100.00%	0.00	1,198.08

WAIVER OF LIEN TO DATE

STATE OF Illinois
 COUNTY OF Cook } SS

Gty # _____
 Escrow # _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Public Bldg. Comm. of Chicago
 to furnish General Construction
 for the premises known as 5615 S. Hohman Ave Chicago, IL
 of which _____ is the owner

THE undersigned, effective upon payment of and in consideration of ten thousand seven hundred eighty-two and 69 / 100 (\$10,782.69) dollars, and other good and valuable consideration, 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 labor services, material, fixtures, apparatus or machinery heretofore furnished by the undersigned for the above-described premises.

COMPANY NAME: Leopardo Companies, Inc
 ADDRESS: 933 W. Wacker Drive, Chicago, IL 60606

DATE: 10.2.13

SIGNATURE AND TITLE: [Signature]
Rick J. DuPraw, Sr. Vice 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 Cook } SS

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) Rick J. DuPraw BEING DULY SWORN, DEPOSES
 AND SAYS THAT HE OR SHE IS (POSITION) Sr. Vice President OF
 (COMPANY NAME) Leopardo Companies, Inc. WHO IS THE
 CONTRACTOR FURNISHING General Construction WORK ON THE BUILDING
 LOCATED AT 5615 S. Hohman Ave Chicago, IL
 OWNED BY _____

That the total amount of the contract including approved change orders is 11,980.77 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 provided payment is received by the undersigned and that there is otherwise 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 subcontracts 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	WHAT FOR	CONTRACT PRICE	AMOUNT PREVIOUSLY INVOICED	THIS INVOICE DUE	BALANCE TO BECOME DUE
Leopardo Companies, Inc.	General Construction	11,980.77	0.00	10,782.69	1,198.08
Total Labor and Material Including Approved Change Orders to Complete		11,980.77	0.00	10,782.69	1,198.08

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: 10.2.13

SIGNATURE: [Signature]

Subscribed and sworn to before me this 10.2.13

[Signature]
 NOTARY PUBLIC



STATE OF ILLINOIS

COUNTY OF Cook

WAIVER OF LIEN TO DATE

Gty #

Escrow #

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Leopardo Companies, Inc. to furnish fencing for the premises known as Tonti Elementary (LCI # 13-6191) of which Public Building Commission of Chicago is the owner.

THE undersigned, for and in consideration of Three Thousand Seven Hundred Seventeen Dollars and 00/100 Cents (\$3,717.00) 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 8/23/13 COMPANY NAME Fence Masters, Inc.
ADDRESS 20400 S. Cottage Grove Chicago Heights, IL 60411

SIGNATURE AND TITLE Steve Johnson Pres

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

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF Cook

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) Steve Johnson BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS (POSITION) President OF (COMPANY NAME) Fence Masters, Inc. WHO IS THE CONTRACTOR FURNISHING fencing WORK ON THE BUILDING LOCATED AT Tonti Elementary (LCI # 13-6191) OWNED BY Public Building Commission of Chicago

That the total amount of the contract including extras* is \$4,130.00 on which he or she has received payment of \$0 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
Fence Masters, Inc.	Fencing	4,130.00	0	3,717.00	413.00
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.		4,130.00	0	3,717.00	413.00

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 8-23-13

SIGNATURE: Steve Johnson

SUBSCRIBED AND SWORN TO BEFORE ME THIS 23 DAY OF August, 2013

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

Thomas Rickard
NOTARY PUBLIC

