

Project: Henry D. Lloyd Elementary School Artificial Turf

Contract Number: 1543

General Contractor: John Keno & Company, Inc.

Payment Application: #2

Amount Paid: \$191,420.10

Date of Payment to General Contractor: 10/29/12

The posting of all or any portion of a contractor's payment application on the PBC's website is done solely for the purpose of providing information to subcontractors with respect the amount the contractor has requested as payment for its subcontractors on the posted portion of the payment application. The posting of this information is provided for in the PBC's Standard Terms and Conditions for Construction Contracts Section 16.09 entitled, Prompt Payment to Subcontractors. The PBC makes no representations or warranties with respect to any of the information provided by contractors on the contractors' payment applications. If you are a subcontractor, and have any questions regarding the information on a posted payment application, you should contact the general contractor.

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

DATE:	9/30/2012
PROJECT:	Lloyd Elementary School Artifical Turf Field

Pay Application No.: 2 For the Period: 8/1/2012 to 9/30/2012 Contract No .:

C1543

To: PUBLIC BUILDING COMMISSION OF CHICAGO

In accordance with Resolution No._ , adopted by the Public Building Commission of Chicago on June 12, 2012, relating to the \$_ Revenue Bonds issued by the Public Building Commission of Chicago for the financing of this project (and all terms used herein shall have the same meaning as in said Resolution), I hereby certify to the Commission and to its Trustee, that:

- 1. Obligations in the amounts stated herein have been incurred by the Commission and that each item thereof is a proper charge against the Construction Account and has not been paid; and
- 2. No amount hereby approved for payment upon any contract will, when added to all amounts previously paid upon such contract, exceed 90% of current estimates approved by the Architect - Engineer until the aggregate amount of payments withheld equals 5% of the Contract Price (said retained funds being payable as set forth in said Resolution).

THE CONTRACTOR:	John Keno and Company, Inc.		1	
	company, no.			
FOR: Lloyd Elementary So	chool Artifical Turf Field			
Is now entitled to the sum of:	\$	248,385.60		
ORIGINAL CONTRACTOR PRICE			\$	529,930.00
ADDITIONS			\$	-
DEDUCTIONS			\$ \$	-
NET ADDITION OR DEDUCTION			\$	· · · · · · · · · · · · · · · · · · ·
ADJUSTED CONTRACT PRICE			\$	529,930.00
TOTAL AMOUNT EARNED			\$	275,984.00
				210,004.00
TOTAL RETENTION			\$	27,598.40
 a) Reserve Withheld @ 10% of To but Not to Exceed 5% of Contra 		\$ 27,598.40		
b) Liens and Other Withholding		\$ -		
c) Liquidated Damages Withheld		<u>\$</u> -		
TOTAL PAID TO DATE (Include this Pa	yment)		\$	248,385.60
LESS: AMOUNT PREVIOUSLY PAID			\$	56,965.50
AMOUNT DUE THIS PAYMENT			\$	191,420.10

Architect Engineer:

signature, date

05600 - 07.13

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CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT

ect Name : Project #	Lloyd Elementary Si '05600	Project Name Lloyd Elementary School Artifical Turf Field PBC Project # '05600	ield				CONTRACTOR John Keno and Company, Inc	John Keno a	nd Company,	Inc	Date	9/30/2012		Concession of the local division of the loca
ation 2	Job Location 2103 N. Lamon Avenue, Chicago, IL 60639	nue, Chicago, IL 606	629											A COLUMN TWO IS NOT
wner F	Owner Public Building Commission Of Chicago	mission Of Chicago			-	APPLICATION RUE PAYAGAT	A THERYAGENT #	2						-
о о н е Ш	STATE OF ILLINOIS 1 COUNTY OF 1 The affiant, William t make this Affidavil in BUILDING COMMISS	1 SS D. Vignocchi, being n behalf of said corp ision OF CHICAGO ision OF CHICAGO	STATE OF ILLINOIS 1 SS COUNTY OF 1 The affault William D. Vignocchi, being first duly swom on oath, deposes and says that he is Treasurer, of John Keno and Company, Inc., an Illinois corporation, and duly authorized to The affault William D. Vignocchi, being first duly swom on oath, deposes and says that he is Treasurer, of John Keno and Company, Inc., an Illinois corporation, and duly authorized to make this Affidavi in behalf of said corporation, and individuality, that heishe is even and vin the facts herein as of forth and that said corporation is the Contractor with the PUBLIC make this Affidavi in behalf of said corporation. and individuality, that heishe is well acquainted with the facts herein as of ion and that said corporation is the Contractor with the PUBLIC BUILDING COMMISSION OF CHICAGO, Owner, under Contract No. C1543 dated the 12th day of June. 2012, for the following project: Lloyd Elementary School Artifical Turf Fied	oath, deposes an ally, that he/she is tract No. C1543 d	d says that he is T s well acquainted v ated the 12th day	with the facts I of June. 2013 Lloyd Elemen	resurer. of John Keno and Company. Inc. At the facts herein self toth and that said . of June. 2012. for the following project: Lløyd Elementary School Artifical Turr Field	mpany. Inc., an d that said conp project: il Turf Fleid	Illinois corpora oration is the C	tion, and duty ontractor with	authorized to the PUBLIC			The Party of the P
-	tal the following statenes	ats are made for the purp	દોઓ દીન દિલીઇલ્લૉલ ક્રાંસલાલ્લાડ ટ્રાંડ ત્યાલેન્ડ છે. છીંદ purpose of procuring a partial payment of	lo included	One Hundred Nine Dollars Ten Cents	ty-One Thous	One Hundred Ninety-One Thousand Four Hundred Twenty Dollars Ten Cents		S 191,420.10	under the terms	191,420.10 under the terms of said Contract;			
200120-1	That the work for which payment is reque: and in full compliance with the contract do been contracted with, and have furnished amounts set forth opposite their names is statement of all such persons and of the in to furnished or prepared by each of them to	ich payment is required with the contract of e with the contract of and have (turnishe posite their names i persons and of the d by each of them to	That the work for which payment is requested has been completed, free and clear of any and all claims, liens, ichas, changes, 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 takor on said improvement. That the respective bean contracted with, and have furnished or prepared materials, equipment, supplies, and services for, and having done takor on said improvement. That the respective norms set fortho opposite their names is the full amount of money due and to become due to each of them respectively. That this takement is a full, two, and services farmehand of all such persons and of the full amount for work due and to become due to each of them respectively. That this takement is a full amount now due and the amount heretolories each of them respectively. That this takement is a full amount now due and the amount heretolore paid to each of them respectively. That this takement is a full, amount now due and the amount heretolore paid to each of them respectively. That the storement is a full, amount now due and the amount heretolore paid to each of them respectively. The storement is a full, amount now the amount heretolore paid to each of them respectively and services furnished or prepared by each of them to or on account of said work, as stated:	pleted, free and c equirements of sa ials, equipment, s, money due and to money due amount, e and the amount, aid work, as statet	lear of any and all lid Owner under th upplies, and servic become due to e: heretofore paid to d:	claims, liens, em. That for tes for, and h ach of them r each of them each of them	Ited has been completed, free and clear of any and all claims, liens, charges, and expenses of any kind or nature whatsoever, cuments and the requirements of said Owner under them. That for the purposes of said contract, the following persons have or prepared materials, equipment, supplies, and services for, and having done labor on said improvement. That the respective the full amount of more you due and to become due to each of them respectively. That this tatement is a full, use, and complete and the full amount of more you due and to become due to each of them respectively. That this tatement is a full, use, and complete full amount now due and the amount herelotive paid to each of them for such labor, materials, equipment, supplies, and service or on account of said work, as stated:	enses of any ki aid contract, the a said improver a statement is ateriafs, equipm	nd or nature wh r following person ment. That the i a full, true, and a full, true, and hent, supplies, a	atsoever, ons have espective 1 complete ind services,				
			And a		Address Provides		Work Completed	npieted						_
CSI Designation	Subcontractor Nama 6 Address	Type of Work	Orginal contract amount	Change Orders	Adjusted Contract	% Complete	Previous	Current	Total to date	retainage	net previous billing	net amount due	remaining to bill	_
-050	John Keno and Company, Inc. 8608 W. Cetalpa Ave Chicago, IL 60656	All other	187.010.00		187,010.00	95%	63,295.00	115,254.00	178,549.00	19.071.40	56,965.50	102,512,10	27,532.40	
1					•									-
0 - X	Shaw Sportexa 1201 Roberts Bhd Kenneswaw Ga 30144	Synthetic Turf	59,935.00		59,935.00	%0		•	ŀ			•	59,935.00	
0082	Paul Herrers Construction Company, LLD 24520 Harmony Rd Marengo, IL 80152	Playground Installation	11.910.00	•	11,910.00	100%		11,910.00	11,910.00	1.191.00	•	10,719.00	1,191.00	
0.00 N 2	Paul Herrens Construction Company, LLD 24520 Harmony Rd Marengo, IL 60152	Concrete	20,788.00	•	20,788.00	100%	•	20.788.00	20,788.00	2.078.80	•	18,709.20	2.078.80	
1+0	\$2	Electrical	15,200.00	•	15,200.00	100%		15.200.00	15,200.00	1,520.00	•	13,680.00	1,520.00	
E ~ 28	PTL Landscaping, Inc. 1224 Blackhawk, Dr University Park, IL 60484	Landscaping	38,800.00	•	38,800.00	%0					•	•	38,800.00	
a 0 4 m	Beverly Asphalt Paving Sealcoating Co. 1514 W. Striping Pershing Rd Chicago. It. 60600	Sealcoating & Striping	2,350.00		2,350.00	100%		2,350.00	2.350.00	235.00	•	2,115.00	235.00	
FLU	Total Surface, LLC PO Box 21 Glanniew, IL 60025	PIP Surfacing	20,820.00		20.820.00	%0	•		•	•		•	20,820,00	
LNOOS	Fence Masters, Inc 20400 S. Cottage Grove Ave., Chicago Heights, E. 6041	Omamental Fencing	3,850.00	•	3,850.00	.%0	•	•	·	•	•	•	3.850.00	

155,962.20

147,735.30

56.965.50

24,096.20

228,797.00

165,502.00

63.295.00

63%

360,663.00

360,663.00

SUBTOTAL page1

PUBLIC BUILDING COMMISSION OF CHICAGO

Project Name Lloyd Elementary School Artifical Turf Field PBC Project # 05600

EXHIBIT B CONTRACTOR'S SWORN STATEMENT AND AFFIDAUTT FOR PARTIAL PAYMENT CONTRACTOR'S SWORN STATEMENT AND AFFIDAUTT FOR PARTIAL PAYMENT

mpany, Inc Date 9/30/2012

Tree of Work Change Orders Agua
Nurtovs Leisure Playbooster Pay 35,022.00 35,022.00 Products PO Structure Box 3721 LaGrange, IL 60525
Truck King Hauling Haul off & Dump 44.245.00 44.245.00 44.245.00 Contractors
65,000.00
AVVADAVC2
SUBTOTAL Page2 169.267.00 - 169.267.00
subtotal page 1 360,663,00 - 360,663,00 - 360,663,00 - 560,653,00 - 560,553,00 - 560,553,00 - 560,557,500,500,560,557,00 - 560,557,00 - 560,557,00 - 560,557,00 - 560,557,00 - 560,557,00 - 560,557,00 - 560,557,500,500
529.930.00

PUBLIC BUILDING COMMISSION OF CHICAGO

		BALANCE TO COMPLETE	\$281,544.40	
ADJUSTED CONTRACT PRICE	\$529,930.00	AMOUNT DUE THIS PAYMENT	\$191,420.10	
CREDITS TO CONTRACT	\$0.00	AMOUNT OF PREVIOUS PAYMENTS	\$56,965.50	
OTAL CONTRACT AND EXTRAS	\$529,930.00	NET AMOUNT EARNED	\$248,385.60	
EXTRAS TO CONTRACT	\$0.00	LESS 10% RETAINED	\$27,598.40	
AMOUNT OF ORIGINAL CONTRACT	\$529,930.00	TOTAL AMOUNT REQUESTED	\$275,984.00	

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

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.

Name : William D. Vignocchi

Title : Treasurer

Subscribed and sworn to before me this 20th day of September , 2012.

Notary Public STATE OF ILLINOIS My Commission expires HUFFMA 09/14/2012 5 .01