

Project: Chicago Park District Park 484

Contract Number: 1506

General Contractor: Chicago Commercial Contractors/Speedy Gonzalez Landscaping Joint Venture

Payment Application: #5

Amount Paid: \$153,910.75

Date of Payment to General Contractor: 10/7/10

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 contractor, 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:	9/7/2010				
PROJECT: Chica	jo Park District Park 48	4 - 4701 W. 67th	Street, Chicago, IL 60629		
Monthy Estimate No: For the Period: Contract No.:	#5 8/1/2010 1506	to <u>8/31/2010</u>			
Bonds issued by the Put		of Chicago for the	uilding Commission of Chicago on_ financing of this project (and all ter e, that:		Revenue same meaning as in
1. Obligation the Co	tions in the amounts state	ed herein have be has not been paid;	en incurred by the Commission and and	d that each ilem thereof is a pro	per charge against
the Cr 2. No an 90% c	Instruction Account and h Iount hereby approved for fourrent estimates appro-	as not been paid; r payment upon an wed by the Archite	en incurred by the Commission and and ny contract will, when added to all a ct - Engineer until the aggregate ar as set forth in said Resolution).	mounts previously paid upon su	ich contract, exceed
the Co 2. No an 90% c Contra	Instruction Account and h nount hereby approved for of current estimates appro- net Price (said retained fur	nas not been paid; r payment upon an wed by the Archite nds being payable	and ny contract will, when added to all a ct - Engineer until the aggregate ar	mounts previously paid upon su	ich contract, exceed
the Co 2. No an 90% o Contra THE CONTRACTOR:	Instruction Account and h nount hereby approved for of current estimates appro- net Price (said retained fur	has not been paid; r payment upon ar wed by the Archite nds being payable L J.V. 11921 Smit	and ny contract will, when added to all a ct - Engineer until the aggregate as as set forth in said Resolution). th Drive, Huntley, IL 60142	mounts previously paid upon su	ich contract, exceed

S	1,562,038.00
S	
5	
S	-
5	1,562,038.00
	\$ 5 5 3

TOTAL AMOUNT EARNED	S	533,398.20
TOTAL RETENTION	S	53,339.82
 a) Reserve Withheld @ 10% of Total Amount Earned, but Not to Exceed 5% of Contract Price 	\$ 53,339.82	
b) Liens and Other Withholding	<u>s</u> -	
c) Liquidated Damages Withheld	<u>\$</u> -	
TOTAL PAID TO DATE (include this Payment)	\$	480,058.38
LESS: AMOUNT PREVIOUSLY PAID	\$	326,147.63
AMOUNT DUE THIS PAYMENT	S	153,910.75

.

TZ LILLA Legal Architects Architect of Record Date: 9/14/10

EXHIBIT A

#5

CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT (1 of 4)

STATE OF ILLINOIS }
} SS

COUNTY OF COOK

The affiant, being first duly sworn on oath, deposes and says that he/she is ________, of _C.C.C. / SGL JV______, an <u>Illinois</u> corporation, and duly authorized to make this Affidavit in behalf of said corporation, and for him/herself individually; that he/she is well acquainted with the facts herein set forth and that said corporation is the Contractor with the PUBLIC BUILDING COMMISSION OF CHICAGO, Owner, under Contract No. _1506_dated the _3rd__ day of ______, for (describe nature of work)

New Construction

for (designate Project and Location)

Chicago Park District Park 484 - 4701 W. 67th Street, Chicago, IL 60629

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

One Hundred Fifty Three Thousand Nine Hundred Ten and 75/100 \$153,910.75

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 purpose 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

EXHIBIT A

Period From: 8/1/2010

Period To: 8/31/2010

PBC project #11150

CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT (2 of 4)

NAME and ADDRESS	TYPE OF WORK	TOTAL CONTRACT (INCLUDE C.O.'s)	TOTAL WORK COMPLETE	Current request	Current amount before retention	Total % to date	LESS RETENTION (INCLUDE CURRENT)	LESS NET PREVIOUSLY PAID	NET DUE THIS PERIOD	BALANCE TO BECOME DUE
C.C.C. / SGL J.V., 11921 Smith Drive, Huntley, IL 60142	Commissioners Contignency	\$ 150,000.00	-	0%	0.00	0%		-	· .	\$ 150,000.00
C.C.C. / SGL J.V., 11921 Smith Drive, Huntley, IL 60142	Site Work Allowance	\$ 250,000.00		0%	0.00	0%	-	-	-	\$ 250,000.00
C.C.C. / SGL J.V., 11921 Smith Drive, Huntley, IL 60142	Bond/Permit/Insurance	\$ 16,291.00	16,291.00	0%	0.00	100%	1,629.10	14,661.90		\$ 1,629.10
Nu Toys, Box 2121, LaGrange, IL 60142	Park Benches & Tables Furnish Only	\$ 8,126.18	8,126.18	0%	0.00	100%	-	8,126.18	•	\$
Speedy Gonzales Landscaping 10624 S. Torrence Ave., Chicago, IL 60617	Site Work	\$ 223,244.00	200,919.60	15%	33,486.60	90%	20,091.96	150,689.70	30,137.94	\$ 42,416.36
E. King, 3865 W. Columbus Ave. Chicago, IL 60652	Site Work/Trucking	35,000.00	31,500.00	15%	5,250.00	90%	3,150.00	23,625.00	4,725.00	\$ 6,650.00
Speedy Gonzales Landscaping 10624 S. Torrence Ave., Chicago, IL 60617	Soil Testing	\$ 2,500.00	2,500.00	0%	0.00	100%	250.00	2,250.00		\$ 250.00
Speedy Gonzales Landscaping 10624 S. Torrence Ave., Chicago, IL 60617	Sewer	\$ 112,882.00	107,237.90	15%	16,932.30	95%	10,723.79	81,275.04	15,239.07	\$ 16,367.89
E. King, 3865 W. Columbus Ave. Chicago, IL 60652	Sewer/Trucking	30,000.00	30,000.00	50%	15,000.00	100%	3,000.00	13,500.00	13,500.00	\$ 3,000.00

EXHIBIT A

8/1/2010

8/31/2010

CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT (3 of 4)											
NAME and ADDRESS	TYPE OF WORK	TOTAL CONTRACT (INCLUDE C.O.'s)	TOTAL WORK COMPLETE		Current amount before retention		LESS RETENTION (INCLUDE CURRENT)	LESS NET PREVIOUSLY PAID	NET DUE THIS PERIOD		BALANCE TO BECOME DUE
Speedy Gonzales Landscaping 10624 S. Torrence Ave., Chicago, IL 60617	Landscaping	\$ 213,160.00	-	0%	0.00		-	-	-	\$	213,160.0
Speedy Gonzales Landscaping 10624 S. Torrence Ave., Chicago, IL 60617	Pavers	\$ 55,277.00	11,055.40	20%	11,055.40	20%	1,105.54	-	9,949.86	\$	45,327.1
Speedy Gonzales Landscaping 10624 S. Torrence Ave., Chicago, IL 60617	Concrete & install tables and benches	\$ 30,437.00	9,131.10	30%	9,131.10	30%	913.11		8,217.99	\$	22,219.0
Speedy Gonzales Landscaping 10624 S. Torrence Ave., Chicago, IL 60617	Staking & Surveying	\$ 5,000.00	3,500.00	30%	1500.00	70%	350.00	1,800.00	1,350.00	\$	1,850.0
Sturdisteel, P.O. Box 2655, Waco TX 76702-2655	Bleachers Furnish & Install	\$ 22,500.00		0%	0.00		-			\$	22,500.0
GFS Fence, Guardrail & Signage, Inc. 11921 Smith Drive, Huntley, IL 60142	Fence/Billboards/Signs/Dug- out benches	\$ 213,938.79	64,181.64	30%	64181.64	30%	6,418.16	-	57,763.47	\$	156,175.3
Sanchez Paving - 16309 S. Crawford Ave., Markham, IL 60426	Paving	\$ 54,900.00)	0%	0.00	20140		-	-	\$	54,900.0
SUBTOTAL OF WORK COMPLETED TO DATE		\$ 1,423,255.97	\$ 484,442.82	11%	\$ 156,537.04	34%	\$ 47,631.66	\$ 295,927.82	\$ 140,883.33	\$	986,444.8
C.C.C. / SGL J.V., 11921 Smith Drive, Huntley, IL 60142	General Conditions	\$ 35,389.82	13,802.03	0%	0.00	39%	2,192.82	11,609.21	(0.00)	\$	23,780.6
C.C.C. / SGL J.V., 11921 Smith Drive, Huntley, IL 60142	Overhead & Profit	\$ 103,392.24	35,153.35	14%	14,474.91	34%	3,515.34	18,610.60	13,027.42	s	71,754.1
TOTAL		\$ 1,562,038.00	\$ 533,398.20	11%	\$ 171,011.95	34%	\$ 53,339.82	\$ 326,147.63	\$ 153,910.75	s	1,081,979.62

AMOUNT OF ORIGINAL CONTRACT	\$ 1,562,038.00	TOTAL AMOUNT REQUESTED	\$533,398.20
EXTRAS TO CONTRACT	\$0.00	LESS 10% RETAINED	-\$53,339.82
TOTAL CONTRACT AND EXTRAS	\$1,562,038.00	NET AMOUNT EARNED	\$480,058.38
CREDITS TO CONTRACT	\$0.00	AMOUNT OF PREVIOUS PAYMENTS	\$326,147.63
ADJUSTED CONTRACT PRICE	\$1,562,038.00	AMOUNT DUE THIS PAYMENT	\$153,910.75
		BALANCE TO COMPLETE	\$1,081,979.62

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

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 of 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.

Frank Kutschke, General Manager

Subscribed and sworn to before me this 18th day of August



OFFICIAL SEAL SHERYL M DOHERTY NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:07/17/11

