

# Public Building Commission of Chicago Contractor Payment Information

Project: Marshall Metro High School Campus Park

Contract Number: 1507

General Contractor: John Keno & Company, Inc.

Payment Application: #6

Amount Paid: \$390,644.56

Date of Payment to General Contractor: 12/22/10

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 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:	4/5/2010				
PROJECT:	Marshal Metro High Sch	ool Campus Park			
Monthy Estimate For the Period: Contract No.:	No: 6 9/1/2010 1507	to <u>9/30/2010</u>			
\$	with Resolution No Revenue Bonds issued by me meaning as in said Res	y the Public Building Cor	nmission of Chicago	for the financing o	f this project (and all terms used herein
1,	Obligations in the amount against the Construction /			mmission and that e	ach item thereof is a proper charge
2.	No amount hereby approvexceed 90% of current es of the Contract Price (said	timates approved by the	Architect - Engineer	until the aggregate a	s previously paid upon such contract, amount of payments withheld equals 5%
THE CONTRACT	TOR: John K	eno and Company, Inc.	., 8608 West Catalp	a Ave., Suite 808, C	Chicago, IL
Is now entitled t	_	390,64	4 EĈ		
is now entitled t	o the sum of:	350,04	4.30		
ORIGINAL CON' ADDITIONS DEDUCTIONS NET ADDITION ( ADJUSTED CON				\$ \$ \$ \$	2,770,000.00
TOTAL AMOUN	T EARNED			\$	2,567,667.56
•	TION Withheld @ 10% of Total to Exceed 5% of Contract		\$ 77,030.00	\$	77,030.00
b) Liens ar	nd Other Withholding		\$ -	-	
c) Liquidat	ed Damages Withheld		\$ -	-	
TOTAL PAID TO	DATE (Include this Pay	ment)		\$	2,490,637.56
LESS: AMOUNT	PREVIOUSLY PAID			\$	2,099,993.00
AMOUNT DUE 1	THIS PAYMENT			\$	390,644.56

Name Architect of Record

Date:

#### **EXHIBIT A**

### 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 Treasuer of John Keno and Company, Inc., an Illinois corporation, and duly authorized to make this Affidavit in behalf of said corporation, and for him/herself individually; that he/she is well acquainted with the facts herein set forth and that said corporation is the Contractor with the PUBLIC BUILDING COMMISSION OF CHICAGO, Owner, under Contract No. 1507 dated the 4th day of March, 2010, to develop nine acre campus park site including excavation and backfill, underground site utilities, drainage systems, landscapte irragation system, general landscaping and walking path, multipurpose field for football & soccer, a softball field and a running track.

#### for Marshall Metro High School Campus Park, 3250 W. Adams Street, Chicago, Illinois

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

Three Hundred Ninety Thousand Six Hundred Forty-Four Dollars Fifty-Six Cents

\$ 390,644.56

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:

## EXHIBIT A

period to: 09/30/10
PBC project # 02030

## 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	LESS RETENTION (INCLUDE CURRENT)	LESS NET PREVIOUSLY PAID	NET DUE THIS PERIOD	BALANCE TO BECOME DUE
John Keno and Company, Inc 8608 West Catalpa Suite 808 Chicago, IL 60656	General Liab. Insurance & Bond	7,427.00	7,427.00	223.00	6,967.00	237.00	223.00
John Keno and Company, Inc 8608 West Catalpa Suite 808 Chicago, IL 60656	Mobilization	51,000.00	51,000.00	1,530,00	47,845.00	1,625.00	1,530.00
John Keno and Company, Inc 8608 West Catalpa Suite 808 Chicago, IL 60656	General Conditions	77,145.00	77,145.00	2,314.00	72,021.00	2,810.00	2,314.00
John Keno and Company, Inc 8608 West Catalpa Suite 808 Chicago, IL 60656	Site Demo	172,767.00	172,767.00	4,318.00	162,078.00	6,371.00	4,318.00
John Keno and Company, Inc 8608 West Catalpa Suite 808 Chicago, IL 60656	Cut & Fill Site	265,407,00	265,407.00	7,962.00	249,458.00	7,987.00	7,962.00
John Keno and Company, Inc 8608 West Catalpa Suite 808 Chicago, IL 60656	Football Field Base Course	140,779.00	140,779.00	4,223.00	132,069.00	4,487.00	4,223.00
Martinez Frog Inc. 5815 Burr Oak Ave. Berkeley IL 60163	Trucking Services	486,655.00	486,655.00	14,600.00	450,172.00	21,883.00	14,600.00
B.E.G. Trucking Inc. 6019 South Perry Chicago, IL 60621	Trucking Services	12,363.00	12,363.00	1,236.00	11,127.00		1,236.00
Prinmar Corporation 8601 W. Bryn Mawr Suite 110, Chicago, IL 60631	Site Utilities	161,171.00	161,171.00	4,835.00	136,393.00	19,943.00	4,835.00
Genex Corporation 4811 Emerson Ave. #203 Palatine, IL 60067	Site Electric	61,396.00	61,396.00	1,842.00	52,310.00	7,244.00	1,842.00
Araiza Corporation 4841 West 173rd St. Country Club Hills, IL 60478	Site Concrete	197,359.00	197,359.00	5,921.00	147,755.00	43,683.00	5,921.00
Field Turf 8088 Montview, Montreal, PQ, Canada H4P 2L7 Beverly Asphalt Paving Co.	Artifical Turf	327,000.00	327,000.00	9,810.00	306,768.00	10,422.00	9,810.00
1514 W. Pershing Rd. Chicago, IL 60609	Asphalt Paving	67,585.00	67,585.00	2,028.00	60,233.00	5,324.00	2,028.00
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				-	-		-
SUBTOTAL		2,028,054.00	2,028,054.00	60,842.00	1,835,196.00	132,016.00	60,842.00

### **EXHIBIT A**

period to: 09/30/10

PBC project # 02030

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NAME and ADDRESS	TYPE OF WORK	CONTRACT (INCLUDE C.O.'s)	TOTAL WORK COMPLETE	RETENTION (INCLUDE CURRENT)	NET PREVIOUSLY PAID	DUE THIS PERIOD	TO BECOME DUE
Davis & Sons Iron Works		0.0.0,					
259 N. Pulaski Road						04 500 00	4 746 00
Chicago, IL 60624	Site Fencing	57,200.00	57,200.00	1,716.00	33,924.00	21,560.00	1,716.00
GFS Fence, Guardrail, & Signage 11921 Smith Drive		]					
Huntley, IL 60142	Site Fencing	12,760.00	12,760.00	383.00	-	12,377.00	383.00
Action Fence Conractor's, Inc.	, , , , , , , , , , , , , , , , , , ,		-		-		
945 Tower Rd.				242.00		40 000 00	316.00
Mundelein, IL 60060	Site Fencing	10,525.00	10,525.00	316.00		10,209.00	310.00
Midwest Track Builders 1000 N Rand Rd Suite 211					i		
Waucanda, IL 60084	Track Surface	66,577.00	66,577.00	1,997.00	-	64,580.00	1,997.00
Aquamist Plumbing & Lawn						ļ	
Sprinkling Co. Inc	l i					Ì	
14526 Chicago Road Dolton, IL 60419	Irrigation	4,759.00	4,759.00	143.00	-	4,616.00	143.00
John Keno and Company, Inc	Lanework at	1,1 00.00	11,00,00				<u>-                                    </u>
8608 West Catalpa Suite 808	Kedzie &						4 249 00
Chicago, IL 60656	Jackson	40,600.00	40,600.00	1,218.00	38,088.00	1,294,00	1,218.00
SiteWorks Construction, Inc. 1775-D.W. Cortland Court						1	
Addison, IL 60101	Grass Pave	23,900.00	23,900.00	717.00	20,179.00	3,004.00	717.00
Briar Patch Landscaping							
2939 N. Elston Ave	ļ. I				=======	50 505 00	3,945.00
Chicago, IL	Landscaping	131,500.00	131,500.00	3,945.00	75,050.00	52,505.00	3,945.00
	Site Allow #1 - Underground						
John Keno and Company, Inc	Foundation	12,238.69	12,238.69	367.00	11,482.00	389.69	367.00
	Site Allow #2 -			4.044.00	00.044.00	1,322.99	1,244.00
John Keno and Company, Inc.	Undercuts Undercut Jackson	41,480.99	41,480.99	1,244.00	38,914.00	1,322.55	1,211.00
John Keno and Company, Inc.	sidewalk	10,335.94	10,335.94	310.00	9,696.00	329.94	310.00
	Undercut North Pkg			045.00	40.000.00	652.12	615.00
John Keno and Company, Inc.	lot	20,501,13	20,501.13	615.00	19,233.00	653.13	010.00
John Keno and Company, Inc	Undercut Monroe Driveway	4,149.44	4,149.44	124.00	3,893.00	132.44	124.00
Sofii recito and Company, inc		44.15111	. ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				
John Keno and Company, Inc	Site Allowances - Remaing Balance	195,293.81	_		ļ <u>-</u> i	- 1	195,293.81
John Kend and Company, mo	Contingency CO#	100,200.01	i				
	1N. Parking		45.004.05	450.00	14 229 00	487.35	459.00
John Keno and Company, Inc	Temp Panels	15,284.35	15,284.35	459.00	14,338.00	407.33	100.00
John Keno and Company, Inc	Cont.CO#3 -Add't Shrubs	44,832.36	44,832.36	1,345.00	] .	43,487.36	1,345.00
John Keno and Company, Inc.	Cont.CO#4 -Gas	44,032,30	44,032.30	1,040.00		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
	Conflict & Sewer					00.00	1.00
John Keno and Company, Inc.	Omission	24.30	24.30	1.00	-	23,30	1.00
John Keno and Company, Inc.	Cont.CO#5 -Rail Track removal	13,078.46	13,078.46	392.00	_	12,686.46	392.00
Sofiii Rene and Company, me	Cont.CO#7 -	10,010.30	,				
	Manhole N. Parking					7 004 50	219.00
John Keno and Company, Inc	Lot	7,310.50	7,310.50	219.00	-	7,091.50	215.00
	Cont.CO#9 -NW	0.757.45	8,757.45	263.00		8,494,45	263.00
John Keno and Company, Inc	Elev change Cont.CO#10 -ADA	8,757.45	0,757.45	203.00	-	0,404,40	
	Corner Kedzie &		1	-		1000000	44.4.00
John Keno and Company, Inc.	Monroe	13,798.95	13,798.95	414.00	-	13,384.95	414.00
	Commission's	_					7 029 6
John Keno and Company, Inc.	Conting ncy	7,038.63	-	-	<del>-</del>	-	7,038.63

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

AMOUNT OF ORIGINAL CONTRACT	\$2,770,000.00	TOTAL AMOUNT REQUESTED	\$2,567,667.56
EXTRAS TO CONTRACT	\$0.00	LESS 10% RETAINED 1st 50%	-\$77,030.00
TOTAL CONTRACT AND EXTRAS	\$2,770,000.00	NET AMOUNT EARNED	\$2,490,637.56
CREDITS TO CONTRACT	\$0.00	AMOUNT OF PREVIOUS PAYMENTS	\$2,099,993.00
ADJUSTED CONTRACT PRICE	\$2,770,000.00	AMOUNT DUE THIS PAYMENT	\$390,644.56
		BALANCE TO COMPLETE	\$279,362.44

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 re.

William D. Vignocchi

Subscribed and sworn to before me this 30th day of September, 2010.

My Commission expires: 9/14/2012

CRAIGA. HUFFMAN
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 09/14/2012