

Project: Edgewater Branch Library

Contract Number: 1533R

General Contractor: Burling Builders, Inc.

Payment Application: #1

Amount Paid: \$64,800.00

Date of Payment to General Contractor: 3/9/12

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: 3/5/2012

PROJECT:

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Edgewater Branch Library

1		
2/1/2012	to	2/29/2012
1862		

## To: PUBLIC BUILDING COMMISSION OF CHICAGO

In accordance with Resolution No.\_\_\_\_\_, adopted by the Public Building Commission of Chicago on\_\_\_\_\_\_, 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

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).

	Burling Builders, Inc. 44 W. 60th St. C 60621	hicago, IL	
FOR: Edgewater Branch Library			
Is now entitled to the sum of:	\$	64,800.00 \$	64,800.00
ORIGINAL CONTRACTOR PRICE	\$7,614,000.00		
ADDITIONS	\$0.00		
DEDUCTIONS	\$0.00		
NET ADDITION OR DEDUCTION	\$0.00		
ADJUSTED CONTRACT PRICE	\$7,614,000.00		
TOTAL AMOUNT EARNED		\$	72,000.00
TOTAL RETENTION		\$	7,200.00
<ul> <li>a) Reserve Withheld @ 10% of but Not to Exceed 5% of Cor</li> <li>b) Liens and Other Withholding</li> </ul>	ntract Price	\$ 7,200.00 \$	
c) Liquidated Damages Withhel	d	\$	
TOTAL PAID TO DATE (Include this	Payment)	\$	64,800.00
LESS: AMOUNT PREVIOUSLY PAID	)	\$	-
AMOUNT DUE THIS PAYMENT		\$	64,800.00

Architect Engineer:

signature, date

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				8	NTRACTOR'S	EXHIBIT B SWORN ST	EXHIBIT B CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT (1 of 2)	AFFIDAVIT	FOR PARTIA	AL PAYMEN	T (1 of 2 )		
Edgewater Branch Li PBC Project #08050	Edgewater Branch Library PBC Project #08050					U	CONTRACTOR				Date		
6000 North Broadway	Iroadway												
Owner	Owner Public Building Commission Of Chicago	n Of Chicago				APPLICATION I	APPLICATION FOR PAYMENT #1	Π					
	STATE OF ILLINOIS \$ SS CONTY OF COX \$ COX \$ COX \$ CONTY OF COX \$ CONTY OF COX \$ CONTY OF COX \$ CONTY OF COX \$ COX	ss sworn on oath, deposes a orporation, and individually Contract No. <u>1862</u> da	nd says that he <u>she</u> i that helshe is well. ted theday of	is Kim Walker, V.I acquainted with th , 20, for the	o of Finance e facts herein set following project	t forth and that	Jurring Builders. In said corporation i	s the Contract	i Illinois corport or with the PUI	ation, and duly	authorized to make this G COMMISSION OF		
	that the following statements are made for the purpose of procuring a partial payment of	made for the purpose of procurin	g a purtial payment of			°,		S64,800.00		under the t	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 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 namount 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 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 of money due and to become due 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:	yment is requested has be to documents and the requ ared materials, equipment fromoney due and to becom norm heretofore paid to ated:	en completed, free and clear of any and all claims, liens, charges, and expenses of any kind or nature whatsoever, and in full urements of said Owner under them. That for the purposes of said contract, the following persons have been contracted with, t, supplies, and services for, and having done labor on said improvement. That the respective amounts set forth opposite their e due to each of them respectively. That this statement is a full, true, and complete statement of all such persons and of the fit each of them for such labor, materials, equipment, supplies, and services, furnished or prepared by each of them to or on ach of them for such labor, materials, equipment, supplies, and services, furnished or prepared by each of them to or on	and clear of any ar wner under them. <sup>-</sup> ices for, and havin m respectively. Th h labor, materials, i	d all claims, lien: That for the purpx g done labor on s at this statement equipment, supp	s, charges, and ases of said co and corem and improverm t is a full, true, lies, and servic	d expenses of any intract, the followin ent. That the respi and complete stat ses, furmished or p	kind or nature dig persons ha ective amount ement of all su repared by ea	s whatsoever, a whatsoever, a set forth optica s set forth optic ach persons an uch persons an ich of them to o	ind in full cited with, ssite their d of the full r on			
								pleted					
CSI Designation	Subcontractor Name & 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
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			0000010000		0000010310	8	2012	2	ß				
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	Burling Builders, Inc.	General Conditions, Insurance & Fee	858,000.00		858,000.00	%0			0.00	0.00		0.00	858,000.00
	Burling Builders, Inc.	Bond	72,000.00		72,000.00	100%		72,000.00	72,000.00	7,200.00		64,800.00	7,200.00
	Burling Builders, Inc.	MobilZation Site Allowance	200,000,86		00,000,000	%0			000	000		00.0	200 000 00
	Burling Builders, Inc.	Commissions Fund	165,000.00		165,000.00	%0			00.0	0.00		00.0	165,000.00
		12											
		Burling Builders, Inc. Construction Totals	Construction Totals		1,353,000.00	5%	0.00	72,000.00	72,000.00	7,200.00	0.00	64,800.00	1,288,200.00
Total			7,614,000.00	00.0	7,614,000.00	1%	0.00	72,000.00	72,000.00	7,200.00	00.0	64,800.00	7,549,200.00

## PUBLIC BUILDING COMMISSION OF CHICAGO

AMOUNT OF ORIGINAL CONTRACT	\$7,614,000.00	TOTAL AMOUNT REQUESTED	\$72,000.00
EXTRAS TO CONTRACT	\$0.00	LESS 10% RETAINED	(\$7,200.00)
OTAL CONTRACT AND EXTRAS	\$7,614,000.00	NET AMOUNT EARNED	\$64,800.00
CREDITS TO CONTRACT	\$0.00	AMOUNT OF PREVIOUS PAYMENTS	\$0.00
ADJUSTED CONTRACT PRICE	\$7,614,000.00	AMOUNT DUE THIS PAYMENT	\$64,800.00
		BALANCE TO COMPLETE	\$7,549,200.00

## EXHIBIT B CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT (page 2 of 2)

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.

Jally Name Title

Subscribed and sworn to before me this 5th day of March ,2012.

Notary Public

My Commission expires: 1 2 14 12 "OFFICIAL SEAL" K'SHARMEL J. BROWN Notary Public - State of Illinois My Commission Expires: 12/19/12