

Project: Henry D. Lloyd Elementary School Artificial Turf

Contract Number: 1543

General Contractor: John Keno & Company, Inc.

Payment Application: #3

Amount Paid: \$217,823.36

Date of Payment to General Contractor: 4/24/12

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.

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EXHIBIT B CONTRACTO

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	UTRACTOR'S SWORN STATEMENT (PARTIAL PAYMENT)	CONTRACTOR John Kenn and Commany lan
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Project Name Lloyd E PBC Project # '05600	Project Name Lloyd Elementary School Artifical Turf Field PBC Project # '05600	shoot Artifical Turf Fie	pie				CONTRACTOR John Keno and Company, Inc	R John Keno an	nd Company, In	luc	Date	11/30/2012	
Job Location	Job Location 2103 N. Lamon Avenue, Chicago, IL 60639	nue, Chīcago, IL 606:	39										
Owne.	Owner Public Building Commission Of Chicago	nission Of Chicago			النب	APPLICATION FOR PAYMENT	R PAYMENT #	3					
<u></u>	STATE OF ILLINOIS 1 SS COUNTY OF 1 The affirant, William D. Vignocchi, being first duly swom on oath, deposes and says that he is Treasurer, of John Keno and Company, hc., an Illinois corporation, and duly authorized to make this Affidavit in behalf of said corporation, and individually: that he/she is well acquained with the facts herein set forth 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.	<ol> <li>SS</li> <li>Vignocchi, being</li> <li>f of said corporation, HICAGO, Owner, un</li> </ol>	first duly swom on o and individually, that der Contract No. C1!	aith, deposes and s t he/she is well acq 543 dated the 12th	kays that he is Tre luainted with the fa i day of June, 2011	asurer, of Joh acts herein set 2, for the follow	asurer, of John Keno and Company, Inc., a acts herein set forth and that said corporatio 2, for the following project 1. and Elementary School A triffical Tart Field	any, hc., an Illi t corporation is 1 Terf Field	nois corporation the Contractor v	, and duly aut vith the PUBL	corized to make C BUILDING		
	that the following statements are made for the purpose of procuring a partial payment	snts are made for the purj	pose of procuring a parti	:jo	Two Hundred Seventeen Thousand Eight Hundred Twenty-Three Dollars Thirty-Six Cents	:nteen Thousan Cents	id Eight Hundred		\$ 217,823.36	inder the terms	217,823.36 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, malerials, equipment, supplies, and services, furnished or all such persons and of the full amount now due and the amount heretofore paid to each of them for such labor, malerials, equipment, supplies, and services, furnished or prepared by each of them to or on account of sale work, as stated:	ch payment is reque: In the contract docum here furnished or pri in names is the full a of the full amount no them to or on accoun	sted has been compl ents and the require: apared materials, equ nount of money due w due and the amou t of said work, as sta	leted, free and des ments of said Own upment, supplies, i and to become du int heretofore paid sted:	s and clear of any and all claims, liens, charges, and expenses of any kind or nature whatsoever, and said Owner under them. That for the purposes of said contract, the following persons have been supplies, and services for, and having done labor on said improvement. That the respective armounts scome due to each of them respectively. That this statement is a full, true, and complete statement of fore paid to each of them for such labor, materials, equipment, supplies, and services, furnished or fore paid to each of them for such labor, materials, equipment, supplies, and services, furnished or	aims, liens, che hat for the purp and having don respectively. T	arges, and expens soes of said contr ne labor on said im fhat this statement naterials, equipmen	es of any kind c act, the followir provement. Th provement. The provement and th, supplies, an	or nature whatso ig persons have at the respective ind complete sit d services, furmi	ever, and been s amounts tterment of shed or			
					-		Work Completed	pleted					
CSI Designation	n Subcontractor Name & Address	Trpe of Work	Original contract amount	Change Orders	Adjusted Contract Amt	% Complete	Previous	Current	Total to date	retainago	nat previous billing	net amount due	remaining to bill
	John Keno and Company, Inc. 8608 W. Catalpa Ave Chicago, IL 60656	All other	242,875.37	15,435.90	258,311.27	100%	178,549.00	79,762.27	258,311.27	14,063.56	159,477.60	84,770.11	14,063.56
	Shaw Sportexe 1201 Roberts Blvd Kenneswaw Ga 30144	Synthetic Turf	59,935.00	•	59,935.00	100%		59,935.00	59,935.00	2,996.75	•	56,938.25	2,996.75
	Paul Herrera Construction Company, LLD 24520 Harmony Rd Marengo, IL 60152	Playground Installation	11,910.00	1	11,910.00	100%	11,910.00	,	11,910.00	595.50	10,719.00	595.50	595.50
	Paul Herrera Construction	Concrete	21,788.00	,	21,788.00	100%	20,788.00	1,000.00	21,788.00	1,089.40	18,709.20	1,989.40	1,089.40
	Horizon Contractors 1355 W. Fulton St. Chicago, IL 60607	Electrical	15,200.00	•	15,200.00	100%	15,200.00		15,200.00	760.00	13,680.00	760.00	760.00
	PTL Landscaping, Inc.   1224 Blackhawk Dr University Park,IL 60484	Landscaping	36,100.00		36,100.00	100%		36,100.00	36,100.00	1,805.00	1	34,295.00	1,805.00
	2	Sealcoating & Striping	4,850.00		4,850.00	100%	2,350.00	2,500.00	4,850.00	242.50	2,115.00	2,492.50	242.50
	Total Surface, LLC PO Box 21 Glenview, IL 60025	PIP Surfacing	20,820.00		20,820.00	100%	1	20,820.00	20,820.00	1,041.00	ŧ	19,779.00	1,041.00
	Ferce Masters, Inc 20400 S. Cottage Grove Ave., Chicago Heights, IL 6041	Ornamental Fencing	3,850.00	,	3,850.00	100%	,	3,850.00	3,850.00	192.50	•	3,657,50	192.50
SUBTOTAL page1	page1		417,328.37	15,435.90	432,764.27	100%	228,797.00	203,967.27	432,764.27	22,786.21	204,700.80	205,277.26	22,786.21

PUBLIC BUILDING COMMISSION OF CHICAGO

Project Name Lioyd Elementary School Artifical Turf Field PBC Project # '05600

EXHIBIT B CONTRACTOR'S SWORN STATEMENT (PARTIAL PAYMENT) CONTRACTOR John Keno and Company, Inc

Date 11/30/2012

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CSI Designation	Subcontractor Name (Title Description) & 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
	NuToys Leisure Products PO Box 2121 LaGrange, IL 60525	Playbooster Play Structure	35,022.00		35,022.00	100%	35,022.00		35,022.00	1,751.10	31,519,80	1.751.10	1,751.10
	Truck King Hauling Haul off & Dump Contractors	Haul off & Dump	17,580.00		17,580.00	100%	12,165.00	5,415.00	17,580.00		12,165.00	5,415.00	
	Valor Technologies, Inc.	Emergency Asbestos Abatement	5,380.00		5,380.00	100%	•	5,380.00	5,380.00	1		5,380.00	
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	Unused sitework allowance	wance	43,284.43	•	43,284.43							-	43,284.43
	Unused contingency		11,335.20	•	11,335.20			1			'		11,335.20
SUBTOTAL page2	page2		112,601,63	,	112,601.63	51%	47,187.00	10,795.00	57,982.00	1,751.10	43,684.80	12,546.10	56,370.73
subtotal page 1	6 T		417,328.37 112,601,63	15,435.90	432,764.27 112,601.63	100% 51%	228,797.00 47,187.00	203,967.27 10,795.00	432,764.27 57,982.00	22,786.21 1,751.10	204,700.80 43,684.80	205,277.26 12,546.10	22,786.21 56,370.73
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## PUBLIC BUILDING COMMISSION OF CHICAGO

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

AMOUNT OF ORIGINAL CONTRACT	529,930.00	TOTAL AMOUNT REQUESTED	\$490,746.27
EXTRAS TO CONTRACT	15,435.90	LESS 5% RETAINED	\$24,537.31
OTAL CONTRACT AND EXTRA	\$545,365.90	NET AMOUNT EARNED	\$466,208.96
CREDITS TO CONTRACT	0.00	AMOUNT OF PREVIOUS PAYMENTS	\$248,385.60
ADJUSTED CONTRACT PRICE	\$545,365.90	AMOUNT DUE THIS PAYMENT	\$217,823.36
		BALANCE TO COMPLETE	\$79,156.94

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 Final 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 competed 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 30th day of November , 2012.

Notary Public My Commission expires: 9

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

DATE:

11/30/2012

PROJECT:

Lloyd Elementary School Artifical Turf Field

 Pay Application No.:
 3

 For the Period:
 10/1/2012
 to
 11/2

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.		
FOR: Lloyd Elementary School Artifical Turf Field		
Is now entitled to the sum of: \$	217,823.36	
ORIGINAL CONTRACTOR PRICE	\$	529,930.00
ADDITIONS	\$	15,435.90
DEDUCTIONS	\$	•
NET ADDITION OR DEDUCTION	\$	15,435.90
ADJUSTED CONTRACT PRICE	\$	545,365.90
TOTAL AMOUNT EARNED	\$	490,746.27
TOTAL RETENTION	\$	24,537.31
<ul> <li>a) Reserve Withheld @ 10% of Total Amount Earned, but Not to Exceed 5% of Contract Price</li> <li>b) Liens and Other Withholding</li> </ul>	\$ 23,080.00 \$ -	
c) Liquidated Damages Withheld	\$ 1,457.31	
TOTAL PAID TO DATE (Include this Payment)	_\$	466,208.96
LESS: AMOUNT PREVIOUSLY PAID	\$	248,385.60
AMOUNT DUE THIS PAYMENT	\$	217,823.36

Architect Engineer:

signature, date

## EXHIBIT S CERTIFICATE OF ARCHITECT - ENGINEER

DATE	11/30/2012	

PROJECT: Lloyd Elementary School Artifical Turf Field

Pay Application No.	3		
For the Period:	10/1/2012	to	11/30/2012
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:

- Chligations 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 proviously paid upon such contract, exceed 90% of current estimates approved by the Architect Engineer until the aggregate arround 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.		
FOR: Lloyd Elementar	y School Artifical Turt Field		
is now entitled to the sum of:	\$	217,823.36	
ORIGINAL CONTRACTOR PRICE	<u></u>	s	529,930.00
ADDITIONS		s	15,435.90
DEDUCTIONS		5	
NET ADDITION OR DEDUCTION		5	15,435.90
ADJUSTED CONTRACT PRICE		5	545.365.90
TOTAL AMOUNT EARNED		<u>_</u>	490,746.27
TOTAL RETENTION		\$	24,537,31
<ul> <li>a) Reserve Withheld @ 10% o but Not to Exceed 5% of Co b) Liens and Other Withholding</li> </ul>	ntract Price	<u>\$ 23,080.00</u> \$	
c) Liquidated Damages Withho	Hd	\$ 1,457 31	
TOTAL PAID TO DATE (Include this	Paymont)	5	466,208.96
LESS: AMOUNT PREVIOUSLY PAIL		S	248,385.60
AMOUNT DUE THIS PAYMENT		5	217,823.36

That 5. 1003 2018. 1. 29 Architect Engineer: signature, date

P	ubli	c Building Commission of Ch	nicago
Scanned	X		Copy to:
01 PBC:			
02 PMO:			
03 UAP:			
04 Project I	No:	05600	
REC'D	1/2	29/2013	
Authority	01-		
Controls	02-	.07.13	
Procure	03-		
Plan/Dsgn	04-		
Construct	05-		
FFE	06-		
CloseOut	07-		
Filename:		PA_JKC_PA04R_20130129.pdf	