



Public Building Commission of Chicago Contractor Payment Information

Project: Edison Park Elementary School Linked Annex

Contract Number: 1547

General Contractor: Walsh Construction II

Payment Application: #4

Amount Paid: \$937,014.00

Date of Payment to General Contractor: 10/25/13

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 to 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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APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: PROJECT: Edison Park Elementary
 Public Building Commission of Chicago
 Richard J Daley Center
 Chicago, IL 60602
 Linked Annex

APPLICATION NO: 4

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR:
Walsh Construction II Contact: **Jaquelyn Newman**
929 W Adams Phone: **312.563.5400**
Chicago, IL 60607 Fax:

PERIOD TO: 8/31/2013

PROJECT NOS: PBC 05650 GC 213022
 CONTRACT DATE: 03.01.2013

CONTRACTOR'S APPLICATION FOR PAYMENT

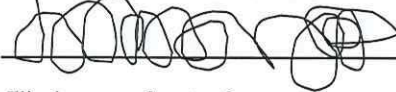
Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet, AIA Document G703, is attached.

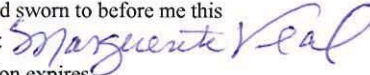
1 ORIGINAL CONTRACT SUM	\$	10,403,082
2 NET CHANGE BY CHANGE ORDER	\$	-
3 CONTRACT SUM TO DATE (Line 1 + 2)	\$	10,403,082
4 TOTAL COMPLETED & STORED TO DATE	\$	2,887,132
5 RETAINAGE:		
a. 10% of Completed Work (Col D + E)	\$	288,713
b. 0% of Stored Material		
TOTAL RETAINAGE (5a + 5b or Col I)		
	\$	288,713
6 TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	2,598,419
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	1,661,405
8 CURRENT PAYMENT DUE	\$	937,014
9 BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	7,804,663

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0	\$0
Total approved this Month	\$0	\$0
TOTALS	\$0	\$0
NET CHANGES by Change Order		\$0

The undersigned Contractor certifies that to the best of the Contractor's knowledge and belief, the amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract; all payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code; this request for the progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract. The certification is not to be construed as final acceptance of a subcontractor's performance.

CONTRACTOR: **Walsh Construction**

By:  Date: 9/30/2013

State of: Illinois County of
 Subscribed and sworn to before me this
 Notary Public: 
 My Commission expires:



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 937,014

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:  Date: 10/01/2013

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

EXHIBIT B
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 PREVIOUS PAYAPP	THIS PAYAPP	TOTAL WORK COMPLETE TO DATE	LESS RETENTION (INCLUDE CURRENT)	LESS NET PREVIOUSLY PAID	NET DUE THIS PERIOD	BALANCE TO BECOME DUE
The Huff Company 2001 Kelley Court Libertyville, IL 60048	Sound Control Barriers	\$54,950.00	\$ -	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54,950.00
FE Moran, Inc 2265 Carlson Dr. Northbrook, IL 60062	Facility Fire Suppression Piping	\$100,000.00	\$ -	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100,000.00
A&H Plumbing 330 Bond St. Elk Grove Village, IL 60007	Plumbing	\$453,900.00	\$ 128,320.00	\$85,175.00	\$213,495.00	\$21,349.50	\$115,488.00	\$76,657.50	\$261,754.50
All Chicago Inc 4100 W. Belmont Chicago, IL 60641	HVAC	\$1,300,000.00	\$ 13,600.00	\$257,250.00	\$270,850.00	\$27,085.00	\$12,240.00	\$231,525.00	\$1,056,235.00
New Frontier Electric Construction Co. 1323 Ada Street Joliet, IL 60432	Electrical	\$1,521,000.00	\$ 112,220.00	\$206,111.00	\$318,331.00	\$31,833.10	\$100,998.00	\$185,499.90	\$1,234,502.10
Quality Excavation Inc. 2432 W. Berry Ave Chicago, IL 60618	Earthwork	\$483,327.00	\$ 269,515.00	\$0.00	\$269,515.00	\$26,951.50	\$242,563.50	\$0.00	\$240,763.50
To Be Let	Hot Mix Asphalt Paving	\$8,355.00	\$ -	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,355.00
Leon Construction 1407 S. 61st St Cicero, IL 60604	Portland Cement Concrete Paving	\$165,000.00	\$ -	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$165,000.00
CR Schmidt 29W002 Main St #103 Warrenville, IL 60555	Porouse Unit Paving	\$36,800.00	\$ -	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,800.00
SofSurfaces, Inc 4393 Discovery Line Petrolia, ON N0N1R0	Playground Surfacing System	\$32,500.00	\$ -	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,500.00
Fence Masters Inc 20400 S. Cottage Grove Ave Chicago Heights, IL 60411	Chain Link Fences and Gates	\$73,000.00	\$ -	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$73,000.00
Atrium 17113 Davey Rd Lemont, IL 60439	Plantings	\$258,494.00	\$ -	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$258,494.00
Arc Underground Inc. 2114 W. Thomas St Chicago, IL 60622	Water Service	\$246,495.00	\$ 51,463.00	\$0.00	\$51,463.00	\$5,146.30	\$46,316.70	\$0.00	\$200,178.30
Walsh Construction Company II, LLC 929 W. Adams Chicago, IL 60607	General Conditions	\$504,977.00	\$ 226,390.00	\$36,198.00	\$262,588.00	\$26,258.80	\$203,751.00	\$32,578.20	\$268,647.80
Walsh Construction Company II, LLC 929 W. Adams Chicago, IL 60607	Contract Bond	\$62,946.00	\$ 62,946.00	\$0.00	\$62,946.00	\$6,294.60	\$56,651.40	\$0.00	\$6,294.60
Walsh Construction Company II, LLC 929 W. Adams Chicago, IL 60607	Builders Risk	\$9,826.00	\$ 9,826.00	\$0.00	\$9,826.00	\$982.60	\$8,843.40	\$0.00	\$982.60
Walsh Construction Company II, LLC 929 W. Adams Chicago, IL 60607	General Liability	\$78,625.00	\$ 78,625.00	\$0.00	\$78,625.00	\$7,862.50	\$70,762.50	\$0.00	\$7,862.50
PUBLIC BUILDING COMMISSION OF CHICAGO 50 W. Washington St. Room 200 Chicago, IL 60602	Sitework Allowance	\$132,235.00	\$ -	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$132,235.00
PUBLIC BUILDING COMMISSION OF CHICAGO 50 W. Washington St. Room 200 Chicago, IL 60602	Contingency	\$272,164.00	\$ -	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$272,164.00
PUBLIC BUILDING COMMISSION OF CHICAGO 50 W. Washington St. Room 200 Chicago, IL 60602	Digital Video Surveillance Allowance	\$100,000.00	\$ -	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100,000.00
TOTALS:		\$10,403,082.00	\$ 1,846,005.00	\$1,041,127.00	\$2,887,132.00	\$288,713.20	\$1,661,404.50	\$937,014.30	\$7,804,663.20

EXHIBIT B
 CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT
 (7 of 17)

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

AMOUNT OF ORIGINAL CONTRACT	\$10,403,082.00	TOTAL AMOUNT REQUESTED	\$2,887,132.00
EXTRAS TO CONTRACT	\$0.00	LESS % RETAINED	\$288,713.20
TOTAL CONTRACT AND EXTRAS	\$10,403,082.00	NET AMOUNT EARNED	\$2,598,418.80
CREDITS TO CONTRACT	\$0.00	AMOUNT OF PREVIOUS PAYMENTS	\$1,661,404.50
ADJUSTED CONTRACT PRICE	\$10,403,082.00	AMOUNT DUE THIS PAYMENT	\$937,014.30
		BALANCE TO COMPLETE	\$7,804,663.20

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.

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,
- that the amount of the payments applied for are justified.
- That the Waivers of Lien are submitted herewith by affiant for 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
- that if any lien remains unsatisfied after all payments are made, the Contractor will 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.

[Handwritten Signature]

 Jaquelyn Newman
 (Typed name of above signature)

Subscribed and sworn to before me this 30th day of September, 2013

[Handwritten Signature]
 Notary Public
 My Commission expires:

