

# Public Building Commission of Chicago Contractor Payment Information

Project: Chicago Park District Park 484

Contract Number: 1506

General Contractor: Chicago Commercial Contractors/Speedy

**Gonzalez Landscaping Joint Venture** 

Payment Application: #1

Amount Paid: \$47,403.15

Date of Payment to General Contractor: 5/26/10

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.

#### **EXHIBIT A**

CT 4 TO CT 11 TO 1010

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

		New Construction		
in behalf of said corporation, as	worn on oath, deposes and says that he/she isVice and for him/herself individually; that he/she is well acqu O, Owner, under Contract No1506_ dated the _3rd	uainted with the facts herein set forth and the	hat said corporation is the Contractor with the PUB	
COUNTY OF COOK }				
STATE OF ILLINOIS } } SS				

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

Forty Seven Thousand Four Hundred Three Dollars and 15/100 47,403.15

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 to: 4/30/2010

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	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	_	-	-		\$ 150,000.00
C.C.C. / SGL J.V., 11921 Smith Drive, Huntley, IL 60142	Site Work Allowance	\$ 250,000.00	_	-	-		\$ 250,000.00
C.C.C. / SGL J.V., 11921 Smith Drive, Huntley, IL 60142	General Conditions	\$ 35,812.00	8,953.00	895.30	-	8,057.70	\$ 27,754.30
C.C.C. / SGL J.V., 11921 Smith Drive, Huntley, IL 60142	Bond/Permit/Insurance	\$ 16,291.00	16,291.00	1,629.10	-	14,661.90	\$ 1,629.10
C.C.C. / SGL J.V., 11921 Smith Drive, Huntley, IL 60142	Overhead & Profit	\$ 103,392.21	3,101.77	310.18	-	2,791.59	\$ 100,600.62
C.C.C. / SGL J.V., 11921 Smith Drive, Huntley, IL 60142	Park Benches & Tables Furnish Only	\$ 7,754.00		-			\$ 7,754.00
Speedy Gonzales Landscaping 10624 S. Torrence Ave., Chicago, IL 60617	Site Work	\$ 223,244.00	22,324.40	2,232.44	-	20,091.96	\$ 203,152.04
E. King, 3865 W. Columbus Ave. Chicago, IL 60652	Site Work/Trucking	35,000.00			-		\$ 35,000.00
Speedy Gonzales Landscaping 10624 S. Torrence Ave., Chicago, IL 60617	Soil Testing	\$ 2,500.00	-	-	-		\$ 2,500.00
Speedy Gonzales Landscaping 10624 S. Torrence Ave., Chicago, IL 60617	Sewer	\$ 112,882.00		-	-		\$ 112,882.00
E. King, 3865 W. Columbus Ave. Chicago, IL 60652	Sewer/Trucking	30,000.00	-	-	-		\$ 30,000.00

## **EXHIBIT A**

period to: 4/30/2010

PBC project #11150

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	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	-	-	-	-	\$ 213,160.00
Speedy Gonzales Landscaping 10624 S. Torrence Ave., Chicago, IL 60617	Pavers	\$	55,227.00	_	-		-	\$ 55,227.00
Speedy Gonzales Landscaping 10624 S. Torrence Ave., Chicago, IL 60617	Concrete & install tables and benches	\$	30,437.00	_	-	-		\$ 30,437.00
Speedy Gonzales Landscaping 10624 S. Torrence Ave., Chicago, IL 60617	Staking & Surveying	\$	5,000.00	2,000.00	200.00		1,800.00	\$ 3,200.00
Sturdisteel, P.O. Box 2655, Waco TX 76702-2655	Bleachers Furnish & Install	\$	22,500.00	-	-	-		\$ 22,500.00
GFS Fence, Guardrail & Signage, Inc. 11921 Smith Drive, Huntley, IL 60142	Fence/Billboards/Signs/Dug- out benches	\$	213,938.79		-	_		\$ 213,938.79
Sanchez Paving - 16309 S. Crawford Ave., Markham, IL 60426	Paving	\$	54,900.00	-	_	-		\$ 54,900.00
TOTAL		\$	1,562,038.00	52,670.17	5,267.02	-	47,403.15	\$ 1,514,634.85

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

AMOUNT OF ORIGINAL CONTRACT	\$ 1,562,038.00	TOTAL AMOUNT REQUESTED	\$52,670.17
EXTRAS TO CONTRACT	\$0.00	LESS 10% RETAINED	-\$5,267.02
TOTAL CONTRACT AND EXTRAS	\$1,562,038.00	NET AMOUNT EARNED	\$47,403.15
CREDITS TO CONTRACT	\$0.00	AMOUNT OF PREVIOUS PAYMENTS	\$0.00
ADJUSTED CONTRACT PRICE	\$1,562,038.00	AMOUNT DUE THIS PAYMENT	\$47,403.15
		BALANCE TO COMPLETE	\$1,514,634.85

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.

(To be signed by the President of a Vice President)

Robert C. Miezio, Vice President

Subscribed and sworn to before me this 28th day of April , 2010

My Commission expires:

NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:07/17/11 obeo Winois