



Public Building Commission of Chicago Contractor Payment Information

Project: Mark T. Skinner Elementary

Contract Number: 1465

General Contractor: **K.R. Miller Contractors, Inc.**

Payment Application: #16

Amount Paid: \$864,722.83

Date of Payment to General Contractor: 7/14/2010

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

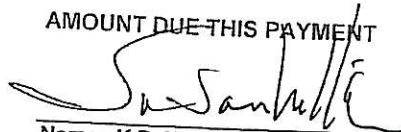
**EXHIBIT S
CERTIFICATE OF CONTRACTOR**

DATE: 03/31/2010
 PROJECT: Skinner Elementary School
 Request No.: #16
 For the Period: 08/01/2009 to 03/31/2010
 Contract No.: 1465
 To: PUBLIC BUILDING COMMISSION OF CHICAGO


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.

THE CONTRACTOR:
 FOR: **Mark T. Skinner Elementary School**
 Is now entitled to the sum of: **\$ 916,456.78**

ORIGINAL CONTRACTOR PRICE	\$ 25,444,700.00
ADDITIONS	\$ -
DEDUCTIONS	\$ -
NET ADDITION OR DEDUCTION	\$ 470,526.47
ADJUSTED CONTRACT PRICE	\$ (470,526.47)
<hr/>	
TOTAL AMOUNT EARNED	\$ 24,974,173.53
TOTAL RETENTION	\$ 24,953,136.06
	\$ 80,255.96
a) Reserve Withheld @ 3% of Total Amount Earned,	\$ 80,255.96
b) Liens and Other Withholding	\$ -
c) Liquidated Damages Withheld	\$ -
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TOTAL PAID TO DATE (Include this Payment)	\$ 24,872,880.10
LESS: AMOUNT PREVIOUSLY PAID	\$ 24,008,157.27
AMOUNT DUE THIS PAYMENT	\$ 864,722.83


 Name: K.R. Miller Contractors, Inc. - Susan Miller, Secretary
 CONTRACTOR Date: MARCH 31, 2010

PA - PBC - FJS - KRMINV18 - 20100506

Public Building Commission of Chicago		
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01 PBC:		
02 PMO:		
03 UAP:		
04 PRO:		
REC'D 06 		
Authority 01:		
Controls 02:		
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Construct 05:		
FE 06:		

PUBLIC BUILDING COMMISSION OF CHICAGO

EXHIBIT A

CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT (1 of 6)

STATE OF ILLINOIS
 COUNTY OF COOK

Pay Application #15
 Period thru: 3/31/2010

The affiant, being first duly sworn on oath, deposes and says that he/she is **Susan Miller - Corp. Secretary of K.R. Miller Contractors, Inc.**
 an ILLINOIS corporation, and duly authorized to make this Affidavit on 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 1465 dated the 11TH day of MARCH, 2009, for

**NEW CONSTRUCTION AT THE MARK T. SKINNER ELEMENTARY SCHOOL.
 \$864,722.83**

That the following statements are made for the purpose of procuring a partial payment of \$ under the terms of said Contract, that the work for which payment is requested had 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 have 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

NAME AND ADDRESS	TYPE OF WORK	TOTAL CONTRACT (INCLUDE CO'S)	TOTAL WORK COMPLETE	LESS RETENTION (INCLUDE CURRENT)	LESS NET PREVIOUSLY PAID	NET DUE THIS PERIOD	BALANCE TO BECOME DUE
K. R. Miller Contractors, Inc. 1624 Colonial Parkway Inverness, IL 60067	General Conditions	1,672,424.20	1,672,424.20	16,724.24	1,490,610.99	165,088.97	16,724.24
K.R. Miller Contractors, Inc.	Insurance/Bldgs Risk	19,616.00	19,616.00	196.16	19,027.52	392.32	196.16
K.R. Miller Contractors, Inc.	Performance Bond	151,696.00	151,696.00	1,516.96	147,145.12	3,033.92	1,516.96
K.R. Miller Contractors, Inc.	Fee	1,559,509.06	1,559,509.06	15,595.09	1,400,456.04	143,457.93	15,595.09
K.R. Miller Contractors, Inc.	PBC Contingency	0.00		0.00		0.00	0.00
K.R. Miller Contractors, Inc.	Allow-Elec Switch	0.00		0.00		0.00	0.00
K.R. Miller Contractors, Inc.	Allow - CCTV Equipmnt	0.00		0.00		0.00	0.00
K.R. Miller Contractors, Inc.	Allow - Site Work	0.00		0.00		0.00	0.00
Aalco Mfg. Company 1650 Avenue H South St. Louis, MO 63125	Athletic Equipment	33,862.70	33,862.70	0.00	33,147.81	714.89	0.00
Access Lift, Inc 2101 W. Birchwood Avenue Chicago, IL 60645	Wheelchair Lift	11,900.00	11,900.00	357.00	11,543.00	0.00	357.00
Acer Construction 17821 Chappel Avenue Lansing, IL 60438	Concrete Pkg	1,080,005.39	1,080,005.39	0.00	1,080,005.39	0.00	0.00
Air Flow Architectural 7330 N Teutonia Milwaukee, WI 53209	Furnish Louvers	78,400.00	78,400.00	0.00	76,048.00	2,352.00	0.00
Art Dose, Inc. 3614 S. Lowe Chicago, IL 60609	F & I Signage	24,875.10	24,875.10	0.00	22,242.10	2,633.00	0.00

PUBLIC BUILDING COMMISSION OF CHICAGO
EXHIBIT A
CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT (5 of 6)

Pay Application #16
Period thru: 3/31/2010

NAME AND ADDRESS	TYPE OF WORK	TOTAL CONTRACT (INCLUDE CO'S)	TOTAL WORK COMPLETE	LESS RETENTION (INCLUDE CURRENT)	LESS NET PREVIOUSLY PAID	NET DUE THIS PERIOD	BALANCE TO BECOME DUE
C.R. Schmidt, Inc 29W002 Main Street Warrenville, IL 60555	Grass Pavers	15,051.95	15,051.95	0.00	14,719.75	332.20	0.00
Eder Flag Manufacturing 1000 W Rawson Avenue Oak Creek, WI 53154	Flag Pole	2,406.00	2,405.00	0.00	2,406.00	0.00	0.00
K E D, Inc 3649 S. Michigan Avenue Chicago, IL 60653	Carpentry / C/U	186,813.15	186,813.15	0.00	181,208.75	5,604.39	0.00
Ability Rock Road 1021 N. Wood Dale Road Wood Dale, IL 60191	Bituminous Paving	61,779.17	61,779.17	0.00	51,475.95	10,303.21	0.00
Larson Equipment 703 S Vermont Street Palatine, IL 60067	Bleachers	23,715.00	23,715.00	0.00	23,003.55	711.45	0.00
Evergreen Specialties 12617 S. Kroll Drive Alsip, IL 60803	Shades	54,575.00	54,575.00	0.00		54,575.00	0.00
Sager Sealant Corp 708 E Elm Street LaGrange, IL 60525	Traffic Coatngs	26,148.04	26,148.04	0.00	25,353.62	784.42	0.00
Marvel Construction 5150 N. Pittsburgh Norrige, IL 60706	Site Concrete	149,846.78	149,846.78	0.00	146,950.33	2,886.45	0.00
TOTALS:		\$24,974,173.53	\$24,953,136.06	\$80,255.96	\$24,008,157.27	\$864,722.83	\$101,293.43

PUBLIC BUILDING COMMISSION OF CHICAGO

EXHIBIT A

CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT (6 OF 6)

Amount of Original Contract	\$25,444,700.00	Total Amount Requested	\$24,953,136.06
Extras to Contract	\$0.00	Less 1 % Retained **	\$80,255.96
Total Contract and Extras	\$25,444,700.00	Net Amount Earned	\$24,872,880.10
Credits to Contract	\$470,526.47	Amount of Previous Payments	\$24,008,157.27
Adjusted Contract Price	\$24,974,173.53	Amount Due This Payment	\$864,722.83
		Balance to Complete	\$101,293.43

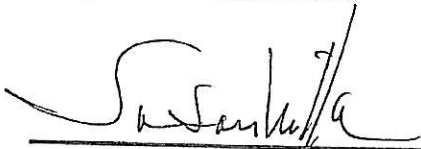
** Some lines are at 3%, some 1%, balance are final **

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 significant sublevels thereof) are being currently paid. That the amount of the payments applied 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 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.

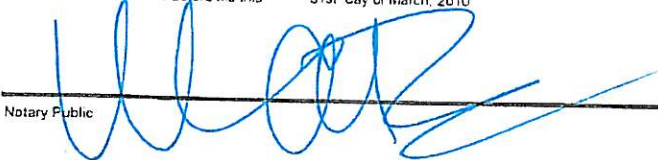
That said Contractor herein expressly affirms that should it at any time appear that any illegal or excess payments have been made to said Contractor by or on behalf of the PUBLIC BUILDING COMMISSION OF CHICAGO, the said Contractor will repay on demand to the PUBLIC BUILDING COMMISSION OF CHICAGO the 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.



Susan Miller - Corporate Secretary

(Typed name of the above signature)

Subscribed and sworn to before me this 31st day of March, 2010



Notary Public

My Commission Expires: 1/20/2013

