



Public Building Commission of Chicago Contractor Payment Information

Project: Marshall Metro High School Campus Park

Contract Number: 1507

General Contractor: John Keno & Company, Inc.

Payment Application: #6

Amount Paid: \$390,644.56

Date of Payment to General Contractor: 12/22/10

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 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

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

DATE: 4/5/2010

PROJECT: Marshal Metro High School Campus Park

Monthly Estimate No: 6
For the Period: 9/1/2010 to 9/30/2010
Contract No.: 1507

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
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., 8608 West Catalpa Ave., Suite 808, Chicago, IL

FOR: Marshal Metro High School Campus Park

Is now entitled to the sum of: 390,644.56

ORIGINAL CONTRACTOR PRICE	\$	2,770,000.00
ADDITIONS	\$	-
DEDUCTIONS	\$	-
NET ADDITION OR DEDUCTION	\$	-
ADJUSTED CONTRACT PRICE	\$	2,770,000.00

TOTAL AMOUNT EARNED \$ 2,567,667.56

TOTAL RETENTION \$ 77,030.00

- a) Reserve Withheld @ 10% of Total Amount Earned,
but Not to Exceed 5% of Contract Price \$ 77,030.00
- b) Liens and Other Withholding \$ -
- c) Liquidated Damages Withheld \$ -

TOTAL PAID TO DATE (Include this Payment) \$ 2,490,637.56

LESS: AMOUNT PREVIOUSLY PAID \$ 2,099,993.00

AMOUNT DUE THIS PAYMENT \$ 390,644.56

Name
Architect of Record
Date:

PUBLIC BUILDING COMMISSION OF CHICAGO

EXHIBIT A

period to: 09/30/10

PBC project # 02030

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
Davis & Sons Iron Works 259 N. Pulaski Road Chicago, IL 60624	Site Fencing	57,200.00	57,200.00	1,716.00	33,924.00	21,560.00	1,716.00
GFS Fence, Guardrail, & Signage 11921 Smith Drive Huntley, IL 60142	Site Fencing	12,760.00	12,760.00	383.00	-	12,377.00	383.00
Action Fence Contractor's, Inc. 945 Tower Rd. Mundelein, IL 60060	Site Fencing	10,525.00	10,525.00	316.00	-	10,209.00	316.00
Midwest Track Builders 1000 N Rand Rd Suite 211 Wauconda, IL 60084	Track Surface	66,577.00	66,577.00	1,997.00	-	64,580.00	1,997.00
Aquamist Plumbing & Lawn Sprinkling Co. Inc 14526 Chicago Road Dolton, IL 60419	Irrigation	4,759.00	4,759.00	143.00	-	4,616.00	143.00
John Keno and Company, Inc 8608 West Catalpa Suite 808 Chicago, IL 60656	Lanework at Kedzie & Jackson	40,600.00	40,600.00	1,218.00	38,088.00	1,294.00	1,218.00
SiteWorks Construction, Inc. 1775-D.W. Cortland Court Addison, IL 60101	Grass Pave	23,900.00	23,900.00	717.00	20,179.00	3,004.00	717.00
Briar Patch Landscaping 2939 N. Elston Ave Chicago, IL	Landscaping	131,500.00	131,500.00	3,945.00	75,050.00	52,505.00	3,945.00
John Keno and Company, Inc	Site Allow #1 - Underground Foundation	12,238.69	12,238.69	367.00	11,482.00	389.69	367.00
John Keno and Company, Inc	Site Allow #2 - Undercuts	41,480.99	41,480.99	1,244.00	38,914.00	1,322.99	1,244.00
John Keno and Company, Inc	Undercut Jackson sidewalk	10,335.94	10,335.94	310.00	9,696.00	329.94	310.00
John Keno and Company, Inc	Undercut North Pkg lot	20,501.13	20,501.13	615.00	19,233.00	653.13	615.00
John Keno and Company, Inc	Undercut Monroe Driveway	4,149.44	4,149.44	124.00	3,893.00	132.44	124.00
John Keno and Company, Inc	Site Allowances - Remaing Balance	195,293.81	-	-	-	-	195,293.81
John Keno and Company, Inc	Contingency CO# 1. -N. Parking Temp Panels	15,284.35	15,284.35	459.00	14,338.00	487.35	459.00
John Keno and Company, Inc	Cont.CO#3 -Add'l Shrubs	44,832.36	44,832.36	1,345.00	-	43,487.36	1,345.00
John Keno and Company, Inc	Cont.CO#4 -Gas Conflict & Sewer Omission	24.30	24.30	1.00	-	23.30	1.00
John Keno and Company, Inc	Cont.CO#5 -Rail Track removal	13,078.46	13,078.46	392.00	-	12,686.46	392.00
John Keno and Company, Inc	Cont.CO#7 - Manhole N. Parking Lot	7,310.50	7,310.50	219.00	-	7,091.50	219.00
John Keno and Company, Inc	Cont.CO#9 -NW Elev change	8,757.45	8,757.45	263.00	-	8,494.45	263.00
John Keno and Company, Inc	Cont.CO#10 -ADA Corner Kedzie & Monroe	13,798.95	13,798.95	414.00	-	13,384.95	414.00
John Keno and Company, Inc	Commission's Contingency	7,038.63	-	-	-	-	7,038.63
SUBTOTAL		741,946.00	539,613.56	16,188.00	264,797.00	258,628.56	218,520.44

Total per Affidavit

2,770,000.00 2,567,667.56 77,030.00 2,099,993.00 390,644.56 279,362.44

PUBLIC BUILDING COMMISSION OF CHICAGO

EXHIBIT A

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

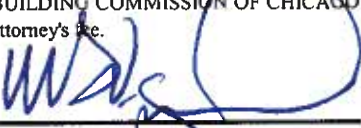
AMOUNT OF ORIGINAL CONTRACT	\$2,770,000.00	TOTAL AMOUNT REQUESTED	\$2,567,667.56
EXTRAS TO CONTRACT	\$0.00	LESS 10% RETAINED 1st 50%	-\$77,030.00
TOTAL CONTRACT AND EXTRAS	\$2,770,000.00	NET AMOUNT EARNED	\$2,490,637.56
CREDITS TO CONTRACT	\$0.00	AMOUNT OF PREVIOUS PAYMENTS	\$2,099,993.00
ADJUSTED CONTRACT PRICE	\$2,770,000.00	AMOUNT DUE THIS PAYMENT	\$390,644.56
		BALANCE TO COMPLETE	\$279,362.44

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.



 William D. Vignocchi

Subscribed and sworn to before me this 30th day of September, 2010.



 Notary Public
 My Commission expires: 9/14/2012

