

Public Building Commission of Chicago Contractor Payment Information

Project: Collins High School Renovation

Contract Number: 1553

General Contractor: IHC Construction Co., LLC

Payment Application: #2

Amount Paid: \$389,794.07

Date of Payment to General Contractor: 7/22/11

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

PUBLING BUILDING COMMISSION OF CHICAGO

EXHIBIT A

| APPLICATION AND CERT | TFICATION FOR PA | AYMENT | • | | |
|--|--|--|--|--|--|
| TO OWNER: Public Building Commisions | PROJECT: of Chicago | Collins Campus Renovations PBC 1523 | APPLICATION NO | 2 | Distribution to: OWNER |
| FROM CONTRACTOR: IHC Construction Comp | VIA ARCHITECT: anies LLC | | PERIOD TO | 6/16/2011 | ARCHITECT CONTRACTOR |
| · | | | PROJECT NOS: | | |
| CONTRACT FOR: | Renovations | | CONTRACT DATE: | | |
| CONTRACTOR'S APPLICA Application is made for payment, as sh Continuation Sheet, AIA Document G7 | nown below, in connect | ion with the Contract. | information and belief the tocompleted in accordance to the Contractor for Work fo | Work covered by this with the Contract Docur which previous Certing | best of the Contractor's knowledge, Application for Payment has been uments, that all amounts have been paid by ficates for Payment were issued and rrent payment shown herein is now due. |
| 1. ORIGINAL CONTRACT SUM 2. Net change by Change Orders 3. CONTRACT SUM TO DATE (Line 4. TOTAL COMPLETED & STORED DATE (Column G on G703) 5. RETAINAGE: a. 10 % of Completed Work (Column D + E on G703) b. 10 % of Stored Material (Column F on G703) Total Retainage (Lines 5a + 5b Total in Column I of G703) 6. TOTAL EARNED LESS RETAINAC (Line 4 Less Line 5 Total) 7. LESS PREVIOUS CERTIFICATES PAYMENT (Line 6 from prior Certifi 8. CURRENT PAYMENT DUE 9. BALANCE TO FINISH, INCLUDING (Line 3 less Line 6) | \$70,385.41 or GE FOR icate) | \$ 70,385.41 \$ 633,468.67 \$243,674.60 \$ 389,794.07 \$3,973,128.33 | comprising the application Architect's knowledge, inf | ATE FOR PAYMENT ntract Documents, bas, the Architect certifies ormation and belief the n accordance with the e AMOUNT CERTIFIE | State of: Kare Juck ex 1/13 sed on on-site observations and the data to the Owner that to the best of the e Work has progressed as indicated, Contract Documents, and the Contractor |
| CHANGE ORDER SUMMARY Total changes approved in previous months by Owner | ADDITIONS - | \$ - | (Attach explanation if amount cen application and on the Continuation | | t applied. Initial all figures on this o conform with the amount certified.) |
| Total approved this Month | s - | : | | | |
| TOTALS | s - | \$ - | | | |
| NET CHANGES by Change Order | <u> </u> | | | | |

WAIVER OF LIEN TO DATE

| | | | | CTY #_ | | | |
|--|---------------------------|--|---|--|------------------------------------|--|--|
| STATE OFILLINOIS | | | LOAN # | | | | |
| COUNTY OF | KANE | | | _ | | | |
| | | | | | | | |
| WHEREAS the undersigned has been employed by | | Public Building Commissions of Chicago | | | | | |
| to fu | to furnish | | Renovations | | | | |
| for t | for the premises known as | | | Collins Campus Renovations - PBC #1523 | | | |
| of which | | | Public Building Commisions of Chicago is the owner | | | | |
| THE undersione | d for and in considerati | on of | FOUR HUNDRED SEVE | ENTY EIGHT THOUSAND FOU | R HUNDRED TWENTY NINE | | |
| | AND 43/100 | | FOUR HUNDRED SEVENTY EIGHT THOUSAND FOUR HUNDRED TWENTY NINE (\$389,794.07) Dollars, and other good and valuable | | | | |
| | | - whereof is hereby acknowledged | · | | | | |
| | | ate of Illinois, relating to mechani | | | | | |
| | | on the material, fixtures, appara | | | | | |
| | • | come due from the owner, on ac | • | | | | |
| | | at any time hereafter, by the und | | | •• | | |
| O W | mich may be fulfillshed | at any time hereafter, by the one | iersigned for the above-des | cribed premises, including | EXTRAS.* | | |
| Date | : | | Company Name: | IHC Construction Com | panies, LLC | | |
| | | | Address: | 1500 Executive Dr., El | | | |
| | | | | ··· | <u> </u> | | |
| Sign | ature: | | | | | | |
| Title | | Chief Financial Officer | | | | | |
| | | | | | | | |
| *EX | TRAS INCLUDE BUT AR | E NOT LIMITED TO CHANGE ORE | DERS, BOTH ORAL AND WA | LITTEN, TO THE CONTRACT. | | | |
| | | | | , | | | |
| | | CONT | RACTORS AFFIDAVI | T | | | |
| STATE OF | ILLINOIS | _ | | | | | |
| COUNTY OF | KANE | • | | | | | |
| | | | | | | | |
| TO WHOM IT M | AY CONCERN: | | | | | | |
| | | | | | | | |
| The undersigne | d, being duly sworn, de | poses and says the he is the | Chief Financial Office | er | | | |
| of the | | | who is the contractor for | Renovations | | | |
| work on the str | uctures located at | | Collins Campus Renov | ations - PBC #1523 | | | |
| owned by | | Public Building Commisions | of Chicago | | | | |
| - | | | | | | | |
| That the total a | mount of the contract i | ncluding extras* is | \$4,606,597.00 | 0 | n which he has received payment of | | |
| \$2 | 43,674.60 | prior to this payment. That all s | waivers are true, correct ar | d genuine and delivered und | onditionally, and | | |
| that there is no | claim either legal or eq | uitable to defeat the validity of sa | aid waivers. That the follow | ving are the names and addi | esses of all parties | | |
| who have furnis | shed material or labor, o | or both, for said work and all part | ies having contracts or sub | contracts for specific portion | ns of | | |
| | • | the construction thereof and the | • | | | | |
| mentioned inclu | de all labor and materia | al required to complete said work | according to plans and spe | ecifications. | | | |

| CONTRACTOR NAME | SCOPE OF WORK | CONTRACT PRICE | PREVIOUS | THIS | BALANCE |
|---|----------------------------------|-------------------|--------------|--------------|----------------|
| | | INCLUDING EXTRAS* | PAYMENT | PAYMENT | DUE |
| IHC Construction Companies, LLC | Renovations | \$1,326,348.00 | \$79,388.10 | \$38,095.72 | \$1,208,864.18 |
| Speedy Gonzalez Landscaping, Inc | Excavation & Site Demo, | 1,7,7 | 4.0/ | 44-7 | 7.7. |
| (SGL) | Lanscaping | \$353,300.00 | \$0.00 | \$0.00 | \$353,300.00 |
| | Environmental / Asbestos | | | | |
| The Luse Companies | Abatement | \$76,000.00 | \$49,932.00 | \$0.00 | \$26,068.00 |
| | Environmental Fluid Removal / | | | | |
| R.W. Collins | Material Testing | \$2,500.00 | \$0.00 | \$0.00 | \$2,500.00 |
| TBD | Asphalt Paving | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Litgen Concrete Cutting & Coring | Concrete Cutting & Removal | \$7,800.00 | \$0.00 | \$2,412.00 | \$5,388.00 |
| Company | | | | | |
| ARC Underground, Inc | Concrete | \$127,500.00 | \$0.00 | \$10,912.50 | \$116,587.50 |
| MBB Enterprises of Chicago, Inc | Concrete Repairs (Structural) | \$155,000.00 | \$0.00 | \$51,741.00 | \$103,259.00 |
| Namat Construction Company | Masonry | \$46,900.00 | \$0.00 | \$0.00 | \$46,900.00 |
| Tagee Architectural Metal Erectors | Misc. Metals | \$54,290.00 | \$0.00 | \$0.00 | \$54,290.00 |
| | SS Short Railing, Flagpoles, | | | | |
| Midwest Fence Corporation | Trellis | \$30,161.00 | \$0.00 | \$0.00 | \$30,161.00 |
| H & P Contractor Inc | General Trades | \$208,458.00 | \$0.00 | \$22,050.00 | \$186,408.00 |
| KBI Custom Case, Inc | Casework / solid surface tops | \$65,000.00 | \$0.00 | \$0.00 | \$65,000.00 |
| TBD | Foam Insulation | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | Curtainwall / Aluminum / Glass / | | | | |
| Glass Designers, Inc. | Glazing | \$36,000.00 | \$0.00 | \$0.00 | \$36,000.00 |
| TBD | Ceramic Tile & WP Membrane | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Q.C. Enterprises | Terrazzo Repairs | \$27,140.00 | \$0.00 | \$0.00 | \$27,140.00 |
| Superior Floor Covering | Resilient Flooring / Carpet | \$47,000.00 | \$0.00 | \$0.00 | \$47,000.00 |
| TBD | Paint & Coatings | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Hufcor Chicago, Inc. | Operable Wall Partitions | \$10,400.00 | \$0.00 | \$0.00 | \$10,400.00 |
| - | | | | | |
| Chicago Spotlight, Inc. | Stage Rigging & Orchestra Shell | \$138,000.00 | \$3,150.00 | \$0.00 | \$134,850.00 |
| Indecor | Window Treatments | \$7,000.00 | \$0.00 | \$0.00 | \$7,000.00 |
| B&E Aquatics, Inc. | Swimming Pool | \$239,300.00 | \$16,344.50 | \$19,197.85 | \$203,757.65 |
| Plumbing Systems Inc (PSI) | Plumbing | \$38,500.00 | \$2,880.00 | \$15,300.00 | \$20,320.00 |
| Flo-Tech Mechanical Systems, Inc | HVAC & Controls | \$285,000.00 | \$10,710.00 | \$80,190.00 | \$194,100.00 |
| | Electrical & Low Voltage / | | | | |
| JM Polcurr, Inc. | Communications | \$1,325,000.00 | \$81,270.00 | \$149,895.00 | \$1,093,835.00 |
| | | | | | \$0.00 |
| All Material taken from a fully paid st | ock and delivered | | | | \$0.00 |
| to the job in company vehicles. All la | bor paid in full. | | | | \$0.00 |
| TOTAL LABOR AND MATERIAL | | \$4,606,597.00 | \$243,674.60 | \$389,794.07 | \$3,973,128.33 |

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Subscribed and sworn to before me this

177 day 35011

Andrew Public

Signature

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL

OFFICIAL SEAL

CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT (2 OF 2)

| AMOUNT OF ORIGINAL CONTRACT | \$4,606,597.00 | | WORK COMPLETED TO DATE (Col. 7) | \$703,854.08 | |
|-----------------------------|----------------|---|---------------------------------------|--------------|--|
| EXTRAS TO CONTRACT | \$0.00 | | TOTAL RETAINED (Col. 9) | \$70,385.41 | |
| TOTAL CONTRACT AND EXTRAS | \$4,606,597.00 | | NET AMOUNT EARNED (Col. 8 - Col. 9) | \$633,468.67 | |
| CREDITS TO CONTRACT | ` | ' | PREVIOUSLY PAID (Col. 10) | \$243,674.60 | |
| ADJUSTED TOTAL CONTRACT | \$4,606,597.00 | | NET AMOUNT DUE THIS PAYMENT (Col. 11) | \$389,794.07 | |

These provisions should not be construed as conferring any rights hereunder for the benefit of Subcontracts, suppliers workers and employees no as enlarging or allering 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 signified sublevels thereof) are being currently paid;

that the Waivers of Lien 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;

that so far as affiant has knowledge or information, the said Waivers of Lien include all the labor and materials

for which a claim could be made and for which a lien could be filed;

that neither the partial payment for any part thereof has been assigned;

that said Contractor herein expressly affirms that should it at any time appear that any illegal or excess payment that

have been made to said Contractor by or on behalf of the PUBLIC BUILDING COMMISSION OF CHICAGO.

that said Contractor will repay on demand to the PUBLIC BUILDING COMMISSION OF CHICAGO that amount or amounts so paid; and

that if any lien remains unsatisfied after all payments are made, the Contractor will refund 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 reasonable attorney's fees.

Signed

Subscribed and sworn to before me this ______ day of ______, 20_____.

My Commission Expires

OFFICIAL SEAL **ELIZABETH A TUCKER** NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:01/09/13

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