



Public Building Commission of Chicago Contractor Payment Information

Project: Nathan Hale Elementary School Linked Annex

Contract Number: 1546

General Contractor: Walsh Construction II

Payment Application: #6

Amount Paid: \$1,889,945.67

Date of Payment to General Contractor: 11/12/13

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

DATE: 10/1/2013
 PROJECT: NATHAN HALE ELEMENTARY SCHOOL LINKED ANNEX
 Monthly Estimate No.: 6
 For the Period: 9/1/2013 to 9/30/2013
 Contract No.: C1546
 To: PUBLIC BUILDING COMMISSION OF CHICAGO
 at

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: WALSH CONSTRUCTION COMPANY II
FOR: NATHAN HALE ELEMENTARY SCHOOL LINKED ANNEX
Is now entitled to the sum of: \$1,889,945.67

ORIGINAL CONTRACTOR PRICE	\$ 11,487,000.00
ADDITIONS	\$ -
DEDUCTIONS	\$ -
NET ADDITION OR DEDUCTION	\$ -
ADJUSTED CONTRACT PRICE	<u>\$ 11,487,000.00</u>
<hr/>	
TOTAL AMOUNT EARNED	\$ 4,916,338.79
TOTAL RETENTION	<u>\$ 491,633.88</u>
a) Reserve Withheld @ 10% of Total Amount Earned,	<u>\$ 491,633.88</u>
b) Liens and Other Withholding	<u>\$ -</u>
c) Liquidated Damages Withheld	<u>\$ -</u>
TOTAL PAID TO DATE (Include this Payment)	<u>\$ 4,424,704.91</u>
LESS: AMOUNT PREVIOUSLY PAID	<u>\$ 2,534,759.24</u>
AMOUNT DUE THIS PAYMENT	<u>\$ 1,889,945.67</u>

Name _____
 Architect of Record Date:

File Name: PA_WCII_HG_Pay Application#6 September 2013_20131001
 File Code: 05640 02.07.13

EXHIBIT B
CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT

PROJECT NAME: NATHAN HALE ELEMENTARY SCHOOL LINKED ANNEX
PBC PROJECT #: 05640
JOB LOCATION: 6140 S. MELVINA AVE
CHICAGO, IL 60638

CONTRACTOR: WALSH CONSTRUCTION
929 W ADAMS STREET
CHICAGO, IL 60607

DATE: 10/1/2013

OWNER: PUBLIC BUILDING COMMISSION OF CHICAGO

APPLICATION FOR PAYMENT #: 6

PERIOD FROM: 9/1/13 -9/31/13

STATE OF ILLINOIS }
 } SS
COUNTY OF COOK }

The affiant, Jeffrey Pezza ,being first duly sworn on oath, deposes and says that he/she is Authorized Agent of Walsh Construction Company II, LLC, an Illinois corporation, and duly authorized to make this Affidavit in 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 C1546 dated the 5 th day of March, 2013, for the General Construction on the following project:

Nathan Hale Elementary School Linked Annex
6140 S. Melvina Avenue
Chicago, IL 60638

• that the following statements are made for the purpose of procuring a partial payment of

\$ 1,889,945.67 (One Million, Eight Hundred Eighty Nine Thousand, Nine Hundred Forty Five and 67/100)

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 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:

EXHIBIT B
CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT

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NAME AND ADDRESS		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
Trimark Marlinn, Inc. 6100 W. 73rd Street, Suite 1 Bedford Park, IL 60638	Food Service Equipment	\$289,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$289,000.00
Triton Plumbing 1361 W. Carroll Avenue Chicago, IL 60607	Plumbing	\$424,000.00	\$130,750.00	\$91,750.00	\$222,500.00	\$22,250.00	\$117,675.00	\$82,575.00	\$223,750.00
Wilkin Insulation Co. 501 West Carboy Road Mount Prospect, IL 60056	Fireproofing	\$78,500.00	\$38,500.00	\$1,960.50	\$40,460.50	\$4,046.05	\$34,650.00	\$1,764.45	\$42,085.55
Walsh Construction Company II 929 West Adams St. Chicago, IL 60607	Signage	\$24,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,000.00
Walsh Construction Company II 929 West Adams St. Chicago, IL 60606	General Conditions	\$738,140.00	\$258,349.00	\$87,235.00	\$345,584.00	\$34,558.40	\$232,514.10	\$78,511.50	\$427,114.40
Walsh Construction Company II 929 West Adams St. Chicago, IL 60607	Bond	\$69,000.00	\$69,000.00	\$0.00	\$69,000.00	\$6,900.00	\$62,100.00	\$0.00	\$6,900.00
Walsh Construction Company II 929 West Adams St. Chicago, IL 60607	Bullders Risk	\$18,000.00	\$18,000.00	\$0.00	\$18,000.00	\$1,800.00	\$16,200.00	\$0.00	\$1,800.00
Walsh Construction Company II 929 West Adams St. Chicago, IL 60607	General Liability	\$100,000.00	\$100,000.00	\$0.00	\$100,000.00	\$10,000.00	\$90,000.00	\$0.00	\$10,000.00
Walsh Construction Company II 929 West Adams St. Chicago, IL 60607	OH&Profit	\$481,000.00	\$179,572.00	\$54,805.00	\$234,377.00	\$29,497.70	\$161,614.80	\$49,324.50	\$270,060.70
Walsh Construction Company II 929 West Adams St. Chicago, IL 60609	Commissioner's Allowance - Sitework	\$50,000.00	\$5,764.00	\$0.00	\$5,764.00	\$576.40	\$5,187.60	\$0.00	\$44,812.40
Walsh Construction Company II 929 West Adams St. Chicago, IL 60610	Commissioner's Allowance - Digital Video Surveillance	\$100,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100,000.00
Walsh Construction Company II 929 West Adams St. Chicago, IL 60607	Commissioner's Contingency	\$300,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00
TOTALS:		\$11,487,000.00	\$2,816,399.16	\$2,099,939.63	\$4,916,338.79	\$491,633.88	\$2,534,759.24	\$1,889,945.67	\$7,062,295.09

EXHIBIT B
 CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT
 (5 of 6)

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

AMOUNT OF ORIGINAL CONTRACT	\$11,487,000.00	TOTAL AMOUNT REQUESTED	\$4,916,338.79
EXTRAS TO CONTRACT	\$0.00	LESS % RETAINED	\$491,633.88
TOTAL CONTRACT AND EXTRAS	\$11,487,000.00	NET AMOUNT EARNED	\$4,424,704.91
CREDITS TO CONTRACT	\$0.00	AMOUNT OF PREVIOUS PAYMENTS	\$2,534,759.24
ADJUSTED CONTRACT PRICE	\$11,487,000.00	AMOUNT DUE THIS PAYMENT	\$1,889,945.67
		BALANCE TO COMPLETE	\$7,062,295.09

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