



Public Building Commission of Chicago Contractor Payment Information

Project: Enrico Tonti Elementary School Modular

Contract Number: 1571

JOC Contractor: O.C.A. Construction, Inc.

Payment Application: #1

Amount Paid: \$956,039.35

Date of Payment to General Contractor: 8/21/14

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 B

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

Project Name	Tonti Elementary	CONTRACTOR	Date	24-Jul-15
PBC Project #	19120	O.C.A. Construction, Inc.		
Job Location	3352 W. 59th Street			
Owner	Public Building Commission Of Chicago			

APPLICATION FOR PAYMENT # 1

STATE OF ILLINOIS) SS
COUNTY OF)

The affiant, being first duly sworn on oath, deposes and says that he/she is Kelly Heneghan, of O.C.A. Construction, Inc., an Illinois corporation, and duly authorized to make this Affidavit in behalf of said corporation, and 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. C1571 dated the 10th day of June, 2015, for the following project:

Tonti Elementary Modular

that the following statements are made for the purpose of procuring a partial payment of \$956,039.40.

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 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:

Item #	Subcontractor Name	Original contract amount	Change Orders	Adjusted Contract Amt	-----Work Completed-----				retainage	net previous billing	net amount due	remaining to bill
					% Complete	Previous	Current	Total to date				
1	Birk Plumbing, Inc.	\$ 92,500.00	\$ -	\$ 92,500.00	30%	\$ -	\$ 27,750.00	\$ 27,750.00	\$ 2,775.00	\$ -	\$ 24,975.00	\$ 67,525.00
2	Brier Patch Landscaping	\$ 24,750.00	\$ -	\$ 24,750.00	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,750.00
3	C.J. Erickson Plumbing, Inc. (water/sewer)	\$ 77,360.00	\$ -	\$ 77,360.00	60%	\$ -	\$ 46,416.00	\$ 46,416.00	\$ 4,641.60	\$ -	\$ 41,774.40	\$ 35,585.60
4	Heneghan Wrecking (excavation/demo)	\$ 12,657.50	\$ -	\$ 12,657.50	100%	\$ -	\$ 12,657.50	\$ 12,657.50	\$ 1,265.75	\$ -	\$ 11,391.75	\$ 1,265.75
5	King Construction Co., Inc. (cartage)	\$ 8,000.00	\$ -	\$ 8,000.00	100%	\$ -	\$ 8,000.00	\$ 8,000.00	\$ 800.00	\$ -	\$ 7,200.00	\$ 800.00
6	Edon Construction Co. (carpentry)	\$ 6,000.00	\$ -	\$ 6,000.00	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,000.00
7	Gemson's Asphalt Paving Co.	\$ 3,000.00	\$ -	\$ 3,000.00	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000.00
8	OSD Consultants (waste characterization)	\$ 1,950.00	\$ -	\$ 1,950.00	100%	\$ -	\$ 1,950.00	\$ 1,950.00	\$ 195.00	\$ -	\$ 1,755.00	\$ 195.00
9	Reliable Materials (dump)	\$ 9,978.00	\$ -	\$ 9,978.00	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,978.00
10	Hunter Modular Construction Company, Inc. (carpentry/setting)	\$ 30,500.00	\$ -	\$ 30,500.00	100%	\$ -	\$ 30,500.00	\$ 30,500.00	\$ 3,050.00	\$ -	\$ 27,450.00	\$ 3,050.00
11	Industrial Fence, Inc.	\$ 20,862.48	\$ -	\$ 20,862.48	31%	\$ -	\$ 6,462.00	\$ 6,462.00	\$ 646.20	\$ -	\$ 5,815.80	\$ 15,046.68
12	Jan's Enterprises, Inc. (flooring)	\$ 11,300.00	\$ -	\$ 11,300.00	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,300.00
13	Frank's Masonry (masonry skirt)	\$ 15,000.00	\$ -	\$ 15,000.00	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,000.00
14	Moore Security Services, Inc.	\$ 500.00	\$ -	\$ 500.00	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500.00
15	New Frontier Electrical Construction, Inc. (Electrical LV/Data/Fire)	\$ 85,000.00	\$ -	\$ 85,000.00	18%	\$ -	\$ 15,000.00	\$ 15,000.00	\$ 1,500.00	\$ -	\$ 13,500.00	\$ 71,500.00
16	NORTH AMERICAN TECHNOLOGIES, INC. (Electrical branch/power)	\$ 98,000.00	\$ -	\$ 98,000.00	20%	\$ -	\$ 20,000.00	\$ 20,000.00	\$ 2,000.00	\$ -	\$ 18,000.00	\$ 80,000.00
17		\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18	O'Connor Contractors, Inc. (concrete)	\$ 83,592.00	\$ -	\$ 83,592.00	90%	\$ -	\$ 75,256.00	\$ 75,256.00	\$ 7,525.60	\$ -	\$ 67,730.40	\$ 15,861.60
19	O.C.A. Construction, Inc. (modular bldg)	\$ 636,760.44	\$ -	\$ 636,760.44	100%	\$ -	\$ 636,760.44	\$ 636,760.44	\$ 63,676.04	\$ -	\$ 573,084.40	\$ 63,676.04
20	O.C.A. Construction, Inc. (bond/insurance)	\$ 35,749.00	\$ -	\$ 35,749.00	100%	\$ -	\$ 35,749.00	\$ 35,749.00	\$ 3,574.90	\$ -	\$ 32,174.10	\$ 3,574.90
21	O.C.A. Construction, Inc. (OH&P)	\$ 167,839.00	\$ -	\$ 167,839.00	75%	\$ -	\$ 125,001.00	\$ 125,001.00	\$ 12,500.10	\$ -	\$ 112,500.90	\$ 55,138.10
22	Poblocki Sign Company	\$ 1,777.00	\$ -	\$ 1,777.00	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,777.00
23	Roughneck Concrete Drilling	\$ 900.00	\$ -	\$ 900.00	100%	\$ -	\$ 900.00	\$ 900.00	\$ 90.00	\$ -	\$ 810.00	\$ 90.00
24	Specialties Direct, Inc. (accessories)	\$ 8,005.00	\$ -	\$ 8,005.00	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,005.00
25	Valley Fire Protection Systems, LLC (sprinkler)	\$ 19,864.00	\$ -	\$ 19,864.00	100%	\$ -	\$ 19,864.00	\$ 19,864.00	\$ 1,986.40	\$ -	\$ 17,877.60	\$ 1,986.40
26	PBC Contingency	\$ 100,000.00	\$ -	\$ 100,000.00	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000.00
SUBTOTAL page1		\$ 1,551,644.42	\$ -	\$ 1,551,644.42	68%	\$ -	\$ 1,062,265.94	\$ 1,062,265.94	\$ 106,226.59	\$ -	\$ 856,039.35	\$ 595,605.07

PUBLIC BUILDING COMMISSION OF CHICAGO

EXHIBIT A

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


AMOUNT OF ORIGINAL CONTRACT	\$1,551,644.42	TOTAL AMOUNT REQUESTED	\$1,062,265.94
EXTRAS TO CONTRACT	\$0.00	LESS 10% RETAINED	-\$106,226.59
TOTAL CONTRACT AND EXTRAS	\$1,551,644.42	NET AMOUNT EARNED	\$956,039.35
CREDITS TO CONTRACT	\$0.00	AMOUNT OF PREVIOUS PAYMENTS	\$0.00
ADJUSTED CONTRACT PRICE	\$1,551,644.42	AMOUNT DUE THIS PAYMENT	\$956,039.35
		BALANCE TO COMPLETE	\$595,605.07

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.


 Name KELLY HENEGHAN
 Title PRESIDENT

Subscribed and sworn to before me this 24 day of July, 2015.


 Notary Public
 My Commission expires: 4/13/19



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

DATE: 7/24/2015

PROJECT: Tonti Elementary

Pay Application No.: 1
 For the Period: 6/20/2015 to 7/24/2015
 Contract No.: C1571

In accordance with _____ 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: <u>O.C.A. Construction, Inc.</u>	
FOR: <u>General Contracting</u>	
Is now entitled to the sum of: _____ \$	956,039.35
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ORIGINAL CONTRACTOR PRICE	<u>\$1,551,644.42</u>
ADDITIONS	<u>\$0.00</u>
DEDUCTIONS	<u>\$0.00</u>
NET ADDITION OR DEDUCTION	<u>\$0.00</u>
ADJUSTED CONTRACT PRICE	<u>\$1,551,644.42</u>
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TOTAL AMOUNT EARNED	\$ <u>1,062,265.94</u>
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TOTAL RETENTION	\$ <u>106,226.59</u>
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a) Reserve Withheld @ 10% of Total Amount Earned, but Not to Exceed 5% of Contract Price	<u>\$ 106,226.59</u>
b) Liens and Other Withholding	<u>\$ -</u>
c) Liquidated Damages Withheld	<u>\$ -</u>
<hr/>	
TOTAL PAID TO DATE (Include this Payment)	\$ _____
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LESS: AMOUNT PREVIOUSLY PAID	\$ _____
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AMOUNT DUE THIS PAYMENT	\$ <u>956,039.35</u>

Architect Engineer: _____

 signature, date