



## Public Building Commission of Chicago Contractor Payment Information

Project: Ogden Replacement Elementary School

Contract Number: PS1668

General Contractor: Turner Construction Company

Payment Application: 002

Amount Paid: \$1,183,407.00

Date of Payment to General Contractor: 2/5/10

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: **January 20, 2010**

Project: **Odgen Replacement Elementary School**

To: Public Building Commission of Chicago

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

**Turner Construction Company (Chicago)**

FOR

**Odgen Replacement Elementary School**

is now entitled to the sum of

**\$1,183,407.00**

ORIGINAL CONTRACT PRICE	<b>\$16,806,962.00</b>	
ADDITIONS	<b>\$0.00</b>	
DEDUCTIONS	<b>\$0.00</b>	
NET ADDITION OR DEDUCTION	<b>\$0.00</b>	
ADJUSTED CONTRACT PRICE	<b>\$16,806,962.00</b>	
TOTAL AMOUNT EARNED		<b>\$1,441,455.00</b>
TOTAL RETENTION		<b>\$70,048.00</b>
a) Reserve Withheld @ 10% of Total Amount Earned, but not to exceed 1% of Contract Price	<b>\$70,048.00</b>	
b) Liens and Other Withholding	<b>\$0.00</b>	
c) Liquidated Damages Withheld	<b>\$0.00</b>	
TOTAL PAID TO DATE (Include this Payment)		<b>\$1,371,407.00</b>
LESS: AMOUNT PREVIOUSLY PAID		<b>\$188,000.00</b>
AMOUNT DUE THIS PAYMENT		<b>\$1,183,407.00</b>

C. Rocco Castellano

Architect - Engineer

Date: 01/20/2010

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**EXHIBIT A**

**CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT (1 of 3)**

STATE OF **Illinois** }  
 } SS  
 COUNTY OF **Cook** }

The affiant, being first duly sworn on oath, deposes and says that he/she is **Project Executive**, of **Turner Construction Company (Chicago)**, 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. **1632400** dated the **24th day of November, 2009**, for (describe nature of work)

**General Construction**

for (designate Project and Location)

**Odgen Replacement Elementary School**

**24 W. Walton, Chicago, Illinois 60610**

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

**One million one hundred eighty three thousand four hundred seven**

**\$1,183,407.00**

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 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:

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
<b>20000</b>	<b>Subcontractor/Materials</b>						
Thatcher Foundations, Inc.,	Earth Retention	522,221.00	0.00	0.00	0.00	0.00	522,221.00
John Keno & Company, 8608 West Catalpa Ave., Suite 808, Chicago, Illinois 60656	Excavation	1,324,392.00	106,154.00	10,266.00	0.00	95,888.00	1,228,504.00
Revcon Construction Corporation, 500 Industrial Drive, Prairie View, Illinois 60069	Caissons	1,478,763.00	474,704.00	45,910.00	0.00	428,794.00	1,049,969.00
Reliable Contracting & Equipment Co.,	Site Utilities	268,192.00	0.00	0.00	0.00	0.00	268,192.00
To Be Let	unlet	3,582,122.00	0.00	0.00	0.00	0.00	3,582,122.00
To Be Let	unlet	2,379,399.00	0.00	0.00	0.00	0.00	2,379,399.00
To Be Let	unlet	991,702.00	0.00	0.00	0.00	0.00	991,702.00
To Be Let	unlet	3,814,795.00	0.00	0.00	0.00	0.00	3,814,795.00
Turner Construction Company (Chicago), 55 East Monroe Street, Suite 3100, Chicago, Illinois 60603	Subguard	35,239.00	35,239.00	0.00	0.00	35,239.00	0.00
To Be Let	unlet	603,175.00	0.00	0.00	0.00	0.00	603,175.00
<b>Subtotal Subcontractor/Materials</b>		<b>15,000,000.00</b>	<b>616,097.00</b>	<b>56,176.00</b>	<b>0.00</b>	<b>559,921.00</b>	<b>14,440,079.00</b>

**EXHIBIT A**

**CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT (2 of 3)**

<b>NAME and ADDRESS</b>	<b>TYPE OF WORK</b>	<b>TOTAL CONTRACT (INCLUDE C.O.'s)</b>	<b>TOTAL WORK COMPLETE</b>	<b>LESS RETENTION (INCLUDE CURRENT)</b>	<b>LESS NET PREVIOUSLY PAID</b>	<b>NET DUE THIS PERIOD</b>	<b>BALANCE TO BECOME DUE</b>
<b>80000</b>	<b>General Conditions and Fees</b>						
Pinto Construction, 7225 W. 105th Street, Palos Hills, Illinois 60465	Site Logisitcs	261,135.00	142,940.00	13,872.00	0.00	129,068.00	132,067.00
Turner Construction Company (Chicago), 55 East Monroe Street, Suite 3100, Chicago, Illinois 60603	Not-To-Exceed General ConditionCM Fee (2%)Fixed General Conditions	1,395,827.00	532,418.00	0.00	88,000.00	444,418.00	863,409.00
<b>Subtotal General Conditions and Fees</b>		1,656,962.00	675,358.00	13,872.00	88,000.00	573,486.00	995,476.00
<b>90000</b>	<b>Preconstruction Services</b>						
Turner Construction Company (Chicago), 55 East Monroe Street, Suite 3100, Chicago, Illinois 60603	Preconstruction Services	150,000.00	150,000.00	0.00	100,000.00	50,000.00	0.00
<b>Subtotal Preconstruction Services</b>		150,000.00	150,000.00	0.00	100,000.00	50,000.00	0.00

EXHIBIT A

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

AMOUNT OF ORIGINAL CONTRACT	\$16,806,962.00	TOTAL AMOUNT REQUESTED	\$1,441,455.00
EXTRAS TO CONTRACT	\$0.00	LESS 4.86% RETAINED	\$70,048.00
TOTAL CONTRACT AND EXTRAS	\$16,806,962.00	NET AMOUNT EARNED	\$1,371,407.00
CREDITS TO CONTRACT	\$0.00	AMOUNT OF PREVIOUS PAYMENTS	\$188,000.00
ADJUSTED CONTRACT PRICE	\$16,806,962.00	AMOUNT DUE THIS PAYMENT	\$1,183,407.00
		BALANCE TO COMPLETE	\$15,435,555.00

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 and 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 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
- 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.

Pete Woeste

(To be signed by the President or a Vice President)

Pete Woeste

(Typed name of above signature)

Subscribed and sworn to before me this 20th day of January, 2010.

Brenda Jones

Notary Public

Notary State: Illinois

Notary County: COOK

My Commission expires: 08/05/2010