



## Public Building Commission of Chicago Contractor Payment Information

Project: Marshall Metro High School Campus Park

Contract Number: 1507

General Contractor: John Keno and Company, Inc.

Payment Application: #7

Amount Paid: \$177,773.13

Date of Payment to General Contractor: 3/21/12

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: 9/30/2011

PROJECT: Marshal Metro High School Campus Park

Monthly Estimate No: 7  
For the Period: 10/1/2010 to 9/30/2011  
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:**

FOR: **Marshal Metro High School Campus Park**

Is now entitled to the sum of: 177,773.13

ORIGINAL CONTRACTOR PRICE	\$	2,770,000.00
ADDITIONS	\$	62,682.78
DEDUCTIONS	\$	(164,272.09)
NET ADDITION OR DEDUCTION	\$	(101,589.31)
ADJUSTED CONTRACT PRICE	\$	2,668,410.69

TOTAL AMOUNT EARNED	\$	2,668,410.69
TOTAL RETENTION	\$	-

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

TOTAL PAID TO DATE (Include this Payment)	\$	2,668,410.69
LESS: AMOUNT PREVIOUSLY PAID	\$	2,490,637.56
AMOUNT DUE THIS PAYMENT	\$	177,773.13

Name \_\_\_\_\_  
Architect of Record  
Date:

PUBLIC BUILDING COMMISSION OF CHICAGO

EXHIBIT A

CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR FINAL PAYMENT (1 of 4)

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

The affiant, William D. Vignocchi first being duly sworn on oath, deposes and says that he is Treasurer for John Keno and Company, Inc., an Illinois corporation, and duly authorized to make this Affidavit on behalf of said corporation, and for himself individually; that he is well acquainted with the facts set forth herein and that said corporation is the Contractor with the PUBLIC BUILDING COMMISSION OF CHICAGO, Owner, under Contract No. 1507 dated the 4th day of March, 2010, to develop nine acre campus park site including excavation and backfill, underground site utilities, drainage systems, landscapte irrigation system, general landscaping and walking path, multipurpose field for football & soccer, a softball field and a running track.

for Marshall Metro High School Campus Park, 3250 W. Adams Street, Chicago, Illinois

that the following statements are made for the purpose of the release and payment of:

One Hundred Seventy-Seven Thousand Seven Hundred Seventy-Three Dollars Thirteen Cents

\$ 177,773.13

held by said owner under the terms of said contract;

That the whole work of said contract 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 are the full amount of money due and to become due to each of them respectively, and that the full amounts of said monetary obligations have been completely fulfilled and discharged.

That this statement is a full, true, and complete statement of all such persons and of the full amount 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:

PUBLIC BUILDING COMMISSION OF CHICAGO

EXHIBIT A

period to: 09/30/10

PBC project # 02030

CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR FINAL PAYMENT (2 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
John Keno and Company, Inc 8608 West Catalpa Suite 808 Chicago, IL 60656	General Liab. Insurance & Bond	7,427.00	7,427.00	-	7,204.00	223.00	-
John Keno and Company, Inc 8608 West Catalpa Suite 808 Chicago, IL 60656	Mobilization	51,000.00	51,000.00	-	49,470.00	1,530.00	-
John Keno and Company, Inc 8608 West Catalpa Suite 808 Chicago, IL 60656	General Conditions	77,145.00	77,145.00	-	74,831.00	2,314.00	-
John Keno and Company, Inc 8608 West Catalpa Suite 808 Chicago, IL 60656	Site Demo	172,767.00	172,767.00	-	168,449.00	4,318.00	-
John Keno and Company, Inc 8608 West Catalpa Suite 808 Chicago, IL 60656	Cut & Fill Site	265,407.00	265,407.00	-	257,445.00	7,962.00	-
John Keno and Company, Inc 8608 West Catalpa Suite 808 Chicago, IL 60656	Football Field Base Course	140,779.00	140,779.00	-	136,556.00	4,223.00	-
Martinez Frog Inc. 5815 Burr Oak Ave. Berkeley IL 60163	Trucking Services	518,525.28	518,525.28	-	472,055.00	46,470.28	-
B.E.G. Trucking Inc. 6019 South Perry Chicago, IL 60621	Trucking Services	11,127.00	11,127.00	-	11,127.00	-	-
Prinmar Corporation 8601 W. Bryn Mawr Suite 110, Chicago, IL 60631	Site Utilities	160,604.92	160,604.92	-	156,336.00	4,268.92	-
Genex Corporation 4811 Emerson Ave. #203 Palatine, IL 60067	Site Electric	61,396.00	61,396.00	-	59,554.00	1,842.00	-
Araiza Corporation 4841 West 173rd St. Country Club Hills, IL 60478	Site Concrete	196,849.28	196,849.28	-	191,438.00	5,411.28	-
Field Turf 8088 Montview, Montreal, PQ, Canada H4P 2L7	Artificial Turf	322,097.65	322,097.65	-	317,190.00	4,907.65	-
Beverly Asphalt Paving Co. 1514 W. Pershing Rd. Chicago, IL 60609	Asphalt Paving	67,585.00	67,585.00	-	65,557.00	2,028.00	-
Davis & Sons Iron Works 259 N. Pulaski Road Chicago, IL 60624	Site Fencing	57,200.00	57,200.00	-	55,484.00	1,716.00	-
GFS Fence, Guardrail, & Signage 11921 Smith Drive Huntley, IL 60142	Site Fencing	12,423.90	12,423.90	-	12,377.00	46.90	-
Action Fence Contractor's, Inc. 945 Tower Rd. Mundelein, IL 60060	Site Fencing	10,525.00	10,525.00	-	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	-	64,580.00	1,997.00	-
Aquamist Plumbing & Lawn Sprinkling Co. Inc 14526 Chicago Road Dolton, IL 60419	Irrigation	4,616.00	4,616.00	-	4,616.00	-	-
John Keno and Company, Inc 8608 West Catalpa Suite 808 Chicago, IL 60656	Lanework at Kedzie & Jackson	40,600.00	40,600.00	-	39,382.00	1,218.00	-
Siteworks Construction, Inc. 1775-D.W Courtland Court Addison, IL 60101	Grass Pave	23,900.00	23,900.00	-	23,183.00	717.00	-
<b>SUBTOTAL</b>		<b>2,268,552.03</b>	<b>2,268,552.03</b>	<b>-</b>	<b>2,177,043.00</b>	<b>91,509.03</b>	<b>-</b>

PUBLIC BUILDING COMMISSION OF CHICAGO

EXHIBIT A

period to: 09/30/10

PBC project # 02030

CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR FINAL 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
Briar Patch Landscaping 2939 N. Elston Ave Chicago, IL	Landscaping	131,352.00	131,352.00	-	127,555.00	3,797.00	-
John Keno and Company, Inc	Site Allow #1 - Underground Foundation	12,238.81	12,238.81	-	11,871.69	367.12	-
John Keno and Company, Inc	Site Allow #2 - Undercuts	41,481.00	41,481.00	-	40,236.99	1,244.01	-
John Keno and Company, Inc	Site Allow #3 - Undercut Jackson sidewalk	10,335.94	10,335.94	-	10,025.94	310.00	-
John Keno and Company, Inc	Site Allow #3 - Undercut North Pkg lot	20,501.13	20,501.13	-	19,886.13	615.00	-
John Keno and Company, Inc	Site Allow #3 - Undercut Monroe Driveway	4,149.44	4,149.44	-	4,025.44	124.00	-
John Keno and Company, Inc	Site Allow - Track Curb Undercuts	18,290.80	18,290.80	-	-	18,290.80	-
John Keno and Company, Inc	Site Allow - Tank Removal	16,050.00	16,050.00	-	-	16,050.00	-
John Keno and Company, Inc	Unused Site Allowance From Orig. \$284,000	152,645.68		-	-	-	152,645.68
John Keno and Company, Inc	CO# 17 Site Work Allowance Deduct	(152,645.68)		-	-	-	(152,645.68)
John Keno and Company, Inc	Contingency CO# 1. - N. Parking Temp Panels	15,284.35	15,284.35	-	14,825.35	459.00	-
John Keno and Company, Inc	Cont.CO#3 -Add'l Shrubs	44,832.36	44,832.36	-	43,487.36	1,345.00	-
John Keno and Company, Inc	Cont.CO#4 -Gas Conflict & Sewer Omission	24.30	24.30	-	23.30	1.00	-
John Keno and Company, Inc	Cont.CO#5 -Rail Track removal	13,078.46	13,078.46	-	12,686.46	392.00	-
John Keno and Company, Inc	Cont.CO#7 -Manhole N. Parking Lot	7,310.50	7,310.50	-	7,091.50	219.00	-
John Keno and Company, Inc	Cont.CO#9 -NW Elev change	8,757.45	8,757.45	-	8,494.45	263.00	-
John Keno and Company, Inc	Cont.CO#10 -ADA Corner Kedzie & Monroe	13,798.95	13,798.95	-	13,384.95	414.00	-
John Keno and Company, Inc	Cont. -Adj Sewer Manhole	2,206.53	2,206.53	-	-	2,206.53	-
John Keno and Company, Inc	Cont. CO#13 Grass Pave Sod	222.00	222.00	-	-	222.00	-
John Keno and Company, Inc	Unused Commission's Contingency from Orig. \$128,000	910.10		-	-	-	910.10
John Keno and Company, Inc	CO# 16 Contingency Allowance Deduct	(910.10)		-	-	-	(910.10)
John Keno and Company, Inc	CO# 14 Western Elevation Changes	13,402.94	13,402.94	-	-	13,402.94	-
John Keno and Company, Inc	CO# 12-Northwest ADA Corner	8,906.49	8,906.49	-	-	8,906.49	-
John Keno and Company, Inc	CO# 06 Accelleration Northlog	28,351.72	28,351.72	-	-	28,351.72	-
John Keno and Company, Inc	CO# 19 Liquidated Damages	(10,716.51)	(10,716.51)	-	-	(10,716.51)	-
<b>SUBTOTAL</b>		<b>399,858.66</b>	<b>399,858.66</b>	<b>-</b>	<b>313,594.56</b>	<b>86,264.10</b>	<b>(0.00)</b>
<b>Total per Affidavit</b>		<b>2,668,410.69</b>	<b>2,668,410.69</b>	<b>-</b>	<b>2,490,637.56</b>	<b>177,773.13</b>	<b>(0.00)</b>

PUBLIC BUILDING COMMISSION OF CHICAGO

EXHIBIT A

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

AMOUNT OF ORIGINAL CONTRACT	\$2,770,000.00	TOTAL AMOUNT REQUESTED	\$2,668,410.69
EXTRAS TO CONTRACT	\$62,682.78	LESS 10% RETAINED 1st 50%	\$0.00
TOTAL CONTRACT AND EXTRAS	\$2,832,682.78	NET AMOUNT EARNED	\$2,668,410.69
CREDITS TO CONTRACT	(\$164,272.09)	AMOUNT OF PREVIOUS PAYMENTS	\$2,490,637.56
ADJUSTED CONTRACT PRICE	\$2,668,410.69	AMOUNT DUE THIS PAYMENT	\$177,773.13
		BALANCE TO COMPLETE	\$0.00

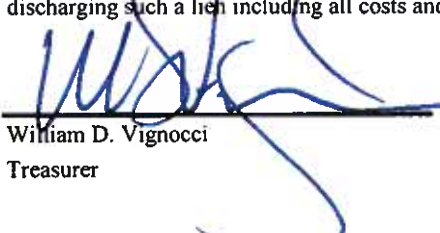
These provisions should not be construed as conferring any rights hereunder for the benefit of Subcontractors, suppliers, workers or employees, nor as enlarging or altering the application or effect of existing lien laws.

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) have been paid in full; that the Final Waivers of Lien and Releases submitted herewith by affiant for affiant and each of the aforesaid persons are true, correct and genuine; That each and every Final Lien of Waiver Releases was delivered unconditionally;

That there is no claim either legal or equitable to defeat the validity of any of said Final Waivers of Lien and such Releases; that said Final Waivers of Lien and said Releases include such Final Waivers of Lien and such Releases 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 Final Waivers of Lien and said Releases include all the labor and material for which a claim could be made and for which a lien could be filed.

That neither the Final 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, whether included in a partial payment or in the final payment, 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 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.

  
 William D. Vignocci  
 Treasurer

Subscribed and sworn to before me this 5rd day of March, 2012.

  
 Notary Public

My Commission expires: 9/14/2012



**PUBLIC BUILDING COMMISSION OF CHICAGO**

**EXHIBIT B**

STATE OF ILLINOIS }  
  } SS  
COUNTY OF COOK }

**CONTRACTOR'S WAIVER OF LIEN FOR FINAL PAYMENT**

TO ALL WHOM IT MAY CONCERN:

WHEREAS, John Keno and Company, Inc., an Illinois corporation, has been employed by the PUBLIC BUILDING COMMISSION OF CHICAGO, as Owner, under Contract No. 1507 dated the 4th day of March, 2010, to develop nine acre campus park site including excavation and backfill, underground site utilities, drainage systems, landscape irrigation system, general landscaping with various plantings and walking path, multipurpose field for football & soccer, a softball field, and a running track.

for

**Marshall Metro High School Campus Park**  
**3250 W. Adams Street**  
**Chicago, Illinois**

That the undersigned, for and in consideration of a **Final** payment of: **One Hundred Seventy-Seven Thousand Seven Hundred Seventy-Three Dollars Thirteen Cents**  
  
**\$177,773.13**

on the adjusted contract price of

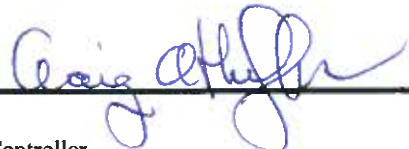
**\$ 2,668,410.69**


and other good and valuable considerations, the receipt whereof is hereby acknowledged, the undersigned does hereby waive and release any and all lien, or claim, or right of lien under the Statutes of the State of Illinois relating to Mechanics' Liens, on account of labor or materials, or both, furnished by the undersigned to the extent of that part of the aforesaid work for which **Final** payment is requested.

IN WITNESS WHEREOF, the undersigned has caused its corporate seal to be hereunto affixed and these presents to be signed by William D. Vignocchi, its Treasurer and attested by Craig Huffman, Controller on this **5th day of March, 2012**, pursuant to authority given by the William D. Vignocchi of said Corporation

(SEAL)

ATTEST:

  
\_\_\_\_\_  
Controller

John Keno and Company, Inc.  
By:   
\_\_\_\_\_  
Title: Treasurer