



Public Building Commission of Chicago Contractor Payment Information

Project: Zapata Academy Annex

Contract Number: C1580

General Contractor: FH Paschen SN Nielsen

Payment Application: #17

Amount Paid: \$ 376,025.96

Date of Payment to General Contractor: 9/18/19

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: 7/26/2019

PROJECT: Emiliano Zapata Academy Annex

Pay Application No.: Seventeen (17)
 For the Period: 6/1/2019 to 6/30/2019
 Contract No.: C1580

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: <u>F.H. Paschen, S.N. Nielsen & Associates LLC</u>		
FOR: <u>Emiliano Zapata Academy Annex</u>		
Is now entitled to the sum of:		\$ 376,025.96
ORIGINAL CONTRACTOR PRICE	<u>\$15,972,000.00</u>	
ADDITIONS	<u>\$0.00</u>	
DEDUCTIONS	<u>\$0.00</u>	
NET ADDITION OR DEDUCTION	<u>\$0.00</u>	
ADJUSTED CONTRACT PRICE	<u>\$15,972,000.00</u>	
TOTAL AMOUNT EARNED		<u>\$14,672,273.28</u>
TOTAL RETENTION		<u>\$440,168.20</u>
a) Reserve Withheld @ 10% of Total Amount Earned, but Not to Exceed 5% of Contract Price	<u>\$440,168.20</u>	
b) Liens and Other Withholding	<u>\$ -</u>	
c) Liquidated Damages Withheld	<u>\$ -</u>	
TOTAL PAID TO DATE (Include this Payment)		<u>\$14,232,105.08</u>
LESS: AMOUNT PREVIOUSLY PAID		<u>\$13,856,079.12</u>
AMOUNT DUE THIS PAYMENT		<u>\$376,025.96</u>

Architect Engineer: _____

 signature, date

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

TO OWNER: Public Building Commission of Chgo
50 West Washington, Room 200
Richard J. Daley Center
Chicago, IL 60602

PROJECT: Zapata Academy Annex C1580

APPLICATION NO: 17

Distribution to:

PERIOD TO: 06/30/19
CONTRACT NO: **C1580**
PROJECT NO: **2106**

OWNER
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR: F.H. Paschen, SN Nielsen & Assoc LLC
5515 N East River Road
Chicago, IL 60656

VIA ARCHITECT: Architrave Ltd.
1128 W. Chicago Ave.
Chicago, IL 60642

CONTRACT DATE: 9/20/17

CONTRACT FOR: Emiliano Zapata Academy Annex (C1580)

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the contract. Continuation Sheet, AIA Document G702, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and believe the Work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM	<u>\$15,972,000.00</u>
2. Net change by Change Orders	<u>\$0.00</u>
3. CONTRACT SUM TO DATE (Line 1 + 2)	<u>\$15,972,000.00</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	<u>\$14,672,273.28</u>
5. RETAINAGE:	
a. 3.00% of Completed Work (Columns D + E on G703)	<u>\$440,168.20</u>
b. 3.00% of Stored Material (Column F on G703)	<u>\$0.00</u>
Total Retainage (Line 5a + 5b or Total in Columns I on G703)	<u>\$440,168.20</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	<u>\$14,232,105.08</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	<u>\$13,856,079.12</u>
8. CURRENT PAYMENT DUE	<u>\$376,025.96</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	<u>\$1,739,894.92</u>

CONTRACTOR: F.H. Paschen, SN Nielsen & Assoc LLC

By: Matt W. Moss
Matt Moss

Date: 7.26.19

State of: IL
County of: COOK
Subscribed and sworn to before
me this 26th day of July, 2019
Notary Public: Sela M. O'Neill
My Commission expires: 8/21/2021



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$376,025.96

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: Architrave Ltd.

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00



Item # or CSI corresponds to SOV	Subcontractor Name	Type of Work	Original contract amount	PBC Change Orders	GC Change Orders	Adjusted Contract Amount	% Complete	Work Completed			Retainage	Net previous billed	Not amount due	Remaining to bill
								Previous	Current	Total to date				
470	Fence Masters, Inc	Fencing	\$ 69,717.00	\$ 5,161.80	\$ 6,670.00	\$ 81,548.80	95%	\$ 73,592.95	\$ 3,465.85	\$ 77,078.80	\$ 2,312.36	\$ 71,365.16	\$ 3,361.28	\$ 6,782.38
480	Homer Tree Service	Landscaping(Tree Removal)	\$ 4,500.00	\$ 1,000.00	\$ -	\$ 5,500.00	100%	\$ 5,500.00	\$ -	\$ 5,500.00	\$ -	\$ 5,500.00	\$ -	\$ -
490	Harrington Site Services	Site Utilities	\$ 923,181.00	\$ 491.59	\$ 34,991.06	\$ 958,663.65	97%	\$ 928,172.06	\$ 491.59	\$ 928,663.65	\$ 27,859.91	\$ 800,326.90	\$ 476.84	\$ 57,859.91
500	Sebert Landscaping	Landscaping Lawn/Backfill	\$ 110,000.00	\$ -	\$ (1,548.00)	\$ 108,454.00	39%	\$ 29,551.39	\$ 12,802.61	\$ 42,454.00	\$ 1,273.62	\$ 28,664.85	\$ 12,515.53	\$ 67,273.62
510	Mr. David's Flooring (Tabitha)	Flooring	\$ -	\$ -	\$ 110,648.19	\$ 110,648.19	100%	\$ 110,648.19	\$ -	\$ 110,648.19	\$ -	\$ 110,648.19	\$ -	\$ 0.00
520	J.P. Phillips	Plaster	\$ -	\$ -	\$ 24,150.00	\$ 24,150.00	100%	\$ 4,830.00	\$ 19,320.00	\$ 24,150.00	\$ 1,328.25	\$ 4,588.50	\$ 18,233.25	\$ 1,328.25
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				\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
501	PBC	Sitework Allowance	\$ 200,000.00	\$ (2,429.00)	\$ -	\$ 197,571.00	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 197,571.00
502	PBC	Environmental Allowance	\$ 150,000.00	\$ (75,000.00)	\$ -	\$ 75,000.00	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75,000.00
503	PBC	Camera Allowance	\$ 250,000.00	\$ (61,258.00)	\$ -	\$ 188,742.00	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 188,742.00
504	PBC	Moisture Mitigation Allowance	\$ 175,000.00	\$ -	\$ -	\$ 175,000.00	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175,000.00
505	PBC	Vapor Barrier & Soil Vent System	\$ 150,000.00	\$ (75,000.00)	\$ -	\$ 75,000.00	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75,000.00
551	PBC	Contingency Fund	\$ 520,000.00	\$ (312,351.10)	\$ -	\$ 207,648.90	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 207,648.90
SUBTOTAL PAGE TWO			\$ 2,662,398.00	\$ (619,384.71)	\$ 174,913.25	\$ 2,207,926.54	54%	\$ 1,162,294.69	\$ 36,200.05	\$ 1,188,494.64	\$ 32,774.14	\$ 1,121,113.80	\$ 34,808.90	\$ 1,052,208.04
SUBTOTAL PAGE ONE			\$ 13,419,802.00	\$ 518,384.71	\$ (174,913.25)	\$ 13,784,073.46	98%	\$ 13,132,323.06	\$ 361,465.58	\$ 13,483,778.64	\$ 407,394.06	\$ 12,734,865.52	\$ 341,410.08	\$ 687,688.88
SUBTOTAL PAGE TWO			\$ 2,662,398.00	\$ (619,384.71)	\$ 174,913.25	\$ 2,207,926.54	54%	\$ 1,162,294.69	\$ 36,200.05	\$ 1,188,494.64	\$ 32,774.14	\$ 1,121,113.80	\$ 34,808.90	\$ 1,052,208.04
TOTAL			\$ 15,972,000.00	\$ -	\$ -	\$ 15,972,000.00	92%	\$ 14,284,617.65	\$ 387,665.63	\$ 14,672,273.28	\$ 440,168.20	\$ 13,856,079.12	\$ 378,028.98	\$ 1,739,894.92

PUBLIC BUILDING COMMISSION OF CHICAGO

EXHIBIT A

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

AMOUNT OF ORIGINAL CONTRACT	\$15,972,000.00	TOTAL AMOUNT REQUESTED	\$14,672,273.28
EXTRAS TO CONTRACT	\$0.00	LESS 5% RETAINED	\$440,168.20
TOTAL CONTRACT AND EXTRAS	\$15,972,000.00	NET AMOUNT EARNED	\$14,232,105.08
CREDITS TO CONTRACT	\$0.00	AMOUNT OF PREVIOUS PAYMENTS	\$13,856,079.12
ADJUSTED CONTRACT PRICE	\$15,972,000.00	AMOUNT DUE THIS PAYMENT	\$376,025.96
		BALANCE TO COMPLETE	\$1,739,894.92

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.

Matt W. Moss
Matt Moss
Vice President

Subscribed and sworn to before me this 26th day of July, 2019.

Sela M. O'Neill
 Notary Public
 My Commission expires: 8/21/2021

