Public Building Commission of Chicago
Contractor Payment Information

Project: **Ebinger Elementary School Annex Site Prep**

Contract #: C1585

General Contractor: **Friedler Construction Co**

Payment Application: **#5**

Amount Paid: **$ 5,583.55**

Date of Payment to General Contractor: 10**/16/20**

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 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.

Follow this project on Twitter @PBCChi #EbingerESAnnex

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

DATE: **1/2/2020**

PROJECT: **Ebinger Elementary School Annex - Site Preparation - P#5115**

Pay Application No.: 5
For the Period: 7/1/2018 to 1/2/2020
Contract No.: **C1585**

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 100% of current estimates approved by the Architect - Engineer until the aggregate amount of payments withheld equals 0% of the Contract Price (said retained funds being payable as set forth in said Resolution).

THE CONTRACTOR:	**Friedler Construction**		
FOR:	**Site Preparation**		
Is now entitled to the sum of:	**$**	**5,583.55**	
ORIGINAL CONTRACTOR PRICE		**$1,294,800.00**	
ADDITIONS		**$0.00**	
DEDUCTIONS		**($76,063.72)**	
NET ADDITION OR DEDUCTION		**($76,063.72)**	
ADJUSTED CONTRACT PRICE		**$1,218,736.28**	
TOTAL AMOUNT EARNED			$ 1,218,736.28
			$ -
TOTAL RETENTION			$ -
a) Reserve Withheld @ 10% of Total Amount Earned, but Not to Exceed 5% of Contract Price	$ -		
b) Liens and Other Withholding	$ -		
c) Liquidated Damages Withheld	$ -		
TOTAL PAID TO DATE (Include this Payment)			$ 1,218,736.28
LESS: AMOUNT PREVIOUSLY PAID			$ 1,213,152.73
AMOUNT DUE THIS PAYMENT			$ 5,583.55

Architect Engineer:

signature, date

PUBLIC BUILDING COMMISSION OF CHICAGO

EXHIBIT A

APPLICATION AND CERTIFICATION FOR PAYMENT

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

PROJECT: Ebinger Elementary - Site Preparation

APPLICATION #: 5
PERIOD FROM: 07/01/18
PERIOD TO: 1/2/2020

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐
☐

FROM CONTRACTOR: **Friedler Construction**
1001 North Milwaukee Avenue, Suite 402
Chicago, Illinois 60642

VIA ARCHITECT:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ 1,294,800.00
2. Net change by Change Orders		$ (76,063.72)
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 1,218,736.28
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 1,218,736.28
5. RETAINAGE:		
a. 0 % of Completed Work (Column D + E on G703)		
b. ____ % of Stored Material (Column F on G703)	$ -	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 1,218,736.28
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 1,213,152.73
8. CURRENT PAYMENT DUE		$ 5,583.55
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$0.00	$0.00
Total approved this Month	$0.00	($76,063.72)
TOTALS	$0.00	($76,063.72)
NET CHANGES by Change Order	($76,063.72)	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief 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.

CONTRACTOR: **Friedler Construction Co.**

By: _____ Date: **01/02/20**
Scott Posthumus - Controller

State of: Illinois County of: Cook
Subscribed and sworn to before me this 2nd Day of January, 2020
Notary Public:
My Commission expires: 2/25/2022

OFFICIAL SEAL
CASSIDY H BIRES
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/25/22

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the 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 . . . . . $ **5,583.55**

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

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.

AIA DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · AIA · ©1992
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

PUBLIC BUILDING COMMISSION OF CHICAGO

EXHIBIT A

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

Project Name Ebinger - Site Prep
PBC Project # 05115

CONTRACTOR

Friedler Construction

Job Location Ebinger School

Owner Public Building Commission Of Chicago

APPLICATION FOR PAYMENT #05

STATE OF ILLINOIS } SS
COUNTY OF }

The affiant, being first duly sworn on oath, deposes and says that she is Melissa Rust, of Friedler Construction, 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. C1585 dated the 19th day of October, 2017, for the following project: Site Preparation - Ebinger Elementary School Annex

that the following statements are made for the purpose of procuring a partial payment of 5,583.55 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:

								--------Work Completed--------						
ITEM # (same on SOV)	Subcontractor Name & Address	Type of Work	Original contract amount	PBC Change Orders	Genl Contr Change Orders	Adjusted Contract Amt	% Complete	Previous	Current	Total to date	retainage	net previous billing	net amount due	remaining to bill
1	Vixon Concrete, 7600 W. 79st, Bridgeview, IL 60455	Site Concrete	13,750.00	0.00	(275.00)	13,475.00	100%	13,750.00	0.00	13,475.00	0.00	13,475.00	0.00	0.00
2	Fencemasters, 20400 S. Cottage Grove Ave, Chicago Heights, IL 60411	Fencing	9,180.00	0.00	0.00	9,180.00	100%	9,180.00	0.00	9,180.00	0.00	9,180.00	0.00	0.00
3	Grand Slam, 3809 Illinois, St Charles, IL 60174	Earthwork	736,000.00	0.00	(10,000.00)	726,000.00	100%	726,000.00	0.00	726,000.00	0.00	721,280.00	4,720.00	0.00
4	Pinto Construction, 7225 W. 105 St, Palos Hills, IL 60465	Carpentry	37,250.00	0.00	(745.00)	36,505.00	100%	37,250.00	0.00	36,505.00	0.00	36,505.00	0.00	0.00
5	Thatcher Foundation, 77100 Industrial Highway, Gary, IN 46406	Earth Retention	185,000.00	0.00	0.00	185,000.00	100%	185,000.00	0.00	185,000.00	0.00	181,300.00	3,700.00	0.00
6	Frieder Construction	commission's contingency	40,000.00	0.00	0.00	40,000.00	100%	40,000.00	0.00	40,000.00	0.00	40,000.00	0.00	0.00
7	Friedler Construction	Site Work Allowance	50,000.00	0.00	0.00	50,000.00	100%	50,000.00	0.00	50,000.00	0.00	50,000.00	0.00	0.00
8	Friedler Construction	Mobilization	25,000.00	0.00	0.00	25,000.00	100%	25,000.00	0.00	25,000.00	0.00	25,000.00	0.00	0.00
9	Friedler Construction	General Conditions	67,630.00	0.00	0.00	67,630.00	100%	67,630.00	0.00	67,630.00	0.00	67,630.00	0.00	0.00
10	Friedler Construction	OH & P	105,600.00	0.00	0.00	105,600.00	100%	105,600.00	0.00	105,600.00	0.00	105,600.00	0.00	0.00
11	Friedler Construction	Bonds & Insurance	25,390.00	0.00	0.00	25,390.00	100%	25,390.00	0.00	25,390.00	0.00	25,390.00	0.00	0.00
12	Friedler Construction	Change Order #1		(49,063.00)	0.00	(49,063.00)	100%	(49,063.00)	0.00	(49,063.00)	0.00	(49,063.00)	0.00	0.00
13	Friedler Construction	Change Order #2		(27,000.72)	10,000.00	(17,000.72)	100%	(17,000.72)	0.00	(17,000.72)	0.00	(13,144.27)	(3,856.45)	0.00
14	Friedler Construction	LD Adjsutment			1,020.00	1,020.00	100%	0.00	0.00	1,020.00	0.00	0.00	1,020.00	0.00
		TOTAL	**1,294,800.00**	**(76,063.72)**	**0.00**	**1,218,736.28**	**100.00**	**1,218,736.28**	**0.00**	**1,218,736.28**	**0.00**	**1,213,152.73**	**5,583.55**	**0.00**

PUBLIC BUILDING COMMISSION OF CHICAGO

EXHIBIT A

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

AMOUNT OF ORIGINAL CONTRACT	$1,294,800.00	TOTAL AMOUNT REQUESTED	$1,218,736.28
EXTRAS TO CONTRACT		LESS 0% RETAINED	$0.00
TOTAL CONTRACT AND EXTRAS		NET AMOUNT EARNED	$1,218,736.28
CREDITS TO CONTRACT	($76,063.72)	AMOUNT OF PREVIOUS PAYMENTS	$1,213,152.73
ADJUSTED CONTRACT PRICE	$1,218,736.28	AMOUNT DUE THIS PAYMENT	$5,583.55
		BALANCE TO COMPLETE	$0.00

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 Scott Posthumus
Title Controller

Subscribed and sworn to before me this 2nd day of January, 2020.

Notary Public
My Commission expires: 2/25/2022

OFFICIAL SEAL
CASSIDY H BIRES
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/25/22