

# Public Building Commission of Chicago Contractor Payment Information

Project: South Shore High School Abatement & Demolition

Contract Number: 1525

General Contractor: Omega Demolition Corp.

Payment Application: #4

Amount Paid: \$262,137.04

Date of Payment to General Contractor: 3/6/12

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 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: 11/15/2011	
PROJECT: SOUTH SHORE HS ABATEMENT & DEMOLITION	A
Monthly Estimate No.: 4	
	5/2011
Contract No.: 1525	
To: PUBLIC BUILDING COMMISSION OF CHICAGO	ago onrelating to the \$ Revenue Bonds issued
In accordance with Resolution No, adopted by the Public Building Commission of Chica	e Commission and that each item thereof is a proper charge against the
Construction Account and has not been paid; and	
<ol> <li>No amount hereby approved for payment upon any contract will, whereby of current estimates approved by the Architect - Engineer untiperior in the price (said retained funds being payable as set forth in said Resolution).</li> </ol>	il the aggregate amount of payments withheld equals 5% of the Contract
THE CONTRACTOR: OMEGA DEMOLITION COI	RP 31W566 SPAULDING RD. ELGIN IL 60120
FOR: SOUTH SHORE HS ABATEMENT & DEMOLITION	
Is now entitled to the sum of:	262,137.04
ORIGINAL CONTRACTOR PRICE	\$ 2,344,504.00
ADDITIONS	\$ 2,597.00
DEDUCTIONS	\$ -
NET ADDITION OR DEDUCTION	\$ 2,597.00
ADJUSTED CONTRACT PRICE	\$ 2,347,101.00
ADJUSTED CONTRACT FRICE	<del>-,,</del> -
TOTAL AMOUNT EARNED	\$ 1,458,107.08
TOTAL RETENTION	\$ 145,810.71
a) Reserve Withheld @ 10% of Total Amount Earned,	\$ 145,810.71
b) Liens and Other Withholding	\$ -
c) Liquidated Damages Withheld	\$ <u>-</u> \$ -
TOTAL AMOUNT DUE	\$ 1,312,296.37
LESS: AMOUNT PREVIOUSLY PAID	\$ 1,050,159.33
AMOUNT DUE THIS PAYMENT	\$ 262,137.04
AMOUNT DUE THIS PATMENT	<del>* 202,101.101</del>
Name	
Architect of Record Date:	

#### PUBLIC BUILDING COMMISSION OF CHICAGO

#### **EXHIBIT A**

STATE OF ILLINOIS	}
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#### CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT (1 of 2)

The affiant, being first duly sworn on oath, deposes and says that he/she is Chuck Gerage President, of Omega Demolition, an <u>Illinois</u> 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. 1525 dated the 15th day of November, 2011, for

#### Demolition

for

#### South Shore High School

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

#### Two Hundred Sixty-Two Thousand, One Hundred Thirty-Seven and 04/100 (\$262,137.04)

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:

### PUBLIC BUILDING COMMISSION OF CHICAGO EXHIBIT A

CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT

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
Omega Demolition Corp 31W566	D	•	1,760,759.22	\$	884.806.68	•	105.328.22	\$	530.679.88	\$	248.798.58	\$	981,280.76
Spaulding Rd. Elgin IL 60120 InLine Design - 6846 S. Paxton Ave.	Demolition	Φ	1,760,759.22	Φ	884,800.00	Ψ	100,020.22	<b> </b>	000,070.00	_	210,100,00	Ť	
Chicago IL 60649	Furniture Removal	\$	37,735.00	\$	37,735.00	\$	-	\$	37,735.00	\$	-	\$	-
Valor Technologies - 3 N. Point Ct. Bolingbrook IL 60440	Asbestos Abatement	\$	352,885.00	\$	352,885.00	\$	35,288.50	\$	317,596.50	\$	-	\$	35,288.50
Driven Fence - 2000 Ruby St. Melrose Park IL 60160	Temp. Fence	\$	26,402.40	\$		\$	2,640.24	\$	23,762.16	\$		\$	2,640.24
Tacticle Security Prof. LLC - 6718 S. East End Ave. Chicago, IL 60652	Off Hours Jobsite Security	\$	7,776.00	\$	7,776.00	\$	-	\$	7,776.00	\$	-	\$	-
EverLights - 9901 S. Torrance Ave. Chicago, IL 60617	PCB & Mercury Removal	\$	8,328.75	\$	8,328.75	\$	-	\$	8,328.75	\$	-	\$	-
Rapid Recovery - 8971 W. Bloomfield Rd. Peoria, AZ 85381	CFC Removal	\$	1,454.75	\$	1,454.75	\$	-	\$	1,454.75	\$	-	\$	-
Lyons Electric Co 650 East Elm Ave. LaGrange, IL 60525	Electrical Disconnect	\$	4,932.44	\$	4,932.44	\$	-	\$	4,932.44	\$		\$	-
DCS Trucking Co.	Crane Mob.	\$	18,409.65	\$	18,409.65	\$	-	\$	18,409.65	\$	-	\$	_
Imperial Crane	Crane Mob.	\$	23,268.05	\$	23,268.05	\$	-	\$	19,803.05	\$	3,465.00	\$	-
Rose Pest Solutions	Pest Control	\$	975.00	\$	975.00	\$	-	\$	975.00	\$	-	\$	-
Recycling Systems Inc.	Debris Disposal	\$	14,000.00	\$	958.62	\$	-	\$	958.62	\$	-	\$	13,041.38
Luise Inc.	Debris Hauling	\$	52,871.24	\$	52,871.24	\$	-	\$	50,935.78	\$	1,935.46	\$	-
K-Plus Mechanical	Storage Tank Removal	\$	2,272.50	\$	2,272.50	\$	-	\$	2,272.50	\$	-	\$	
ADCO Services Inc.	Radioactive Waste Disposal	\$	2,238.00	\$	2,238.00	\$	_	\$	2,238.00	\$	-	\$	-
HazChem Environmental Corp.	Universal Waste Disposal	\$	7,255.50	\$	7,255.50	\$	-	\$	7,255.50	\$	-	\$	-
Page Security	Off Hours Jobsite Security	\$	25,537.50	\$	25,537.50	\$	2,553.75	\$	15,045.75	\$	7,938.00	\$	2,553.75
T.	TOTALS	\$	2,347,101.00	\$	1,458,107.08	\$	145,810.71	\$	1,050,159.33	\$	262,137.04	\$ 1	1,034,804.63

#### PUBLIC BUILDING COMMISSION OF CHICAGO

## EXHIBIT A CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT (2 of2)

AMOUNT OF ORIGINAL CONTRACT	\$2,344,504.00	TOTAL AMOUNT REQUESTED	\$1,458,107.08
EXTRAS TO CONTRACT	\$2,597.00	LESS 10% RETAINED	\$145,810.71
TOTAL CONTRACT AND EXTRAS	\$2,347,101.00	NET AMOUNT EARNED	\$1,312,296.37
CREDITS TO CONTRACT	\$0.00	AMOUNT OF PREVIOUS PAYMENTS	\$1,050,159.33
ADJUSTED CONTRACT PRICE	\$2,347,101.00	AMOUNT DUE THIS PAYMENT	\$262,137.04
		BALANCE TO COMPLETE	\$1,032,207.63

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: Chuck Gerage Title: President

Subscribed and sworn to before me this \_\_\_\_13th\_\_day of \_\_\_

3th day of January

\_, 2012

Notary Public **Tamra Lee Accettura**My Commission expires: **May 11, 2014** 

TAMRA LEE ACCETTURA
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
May 11, 2014