



12 South Center Street

Bensenville, IL 60106

Office: 630.350.3404

Fax: 630.350.3438

www.bensenville.il.us

VILLAGE BOARD

June 14, 2023

President

Frank J. Schiappa

Board of Trustees

Rosa Carrasco

Ami Franz

Marie T. Frey

McLane Lomax

Nicholas Pancala Jr.

Armando Perez

Village Clerk

Nancy Dunn

Village Manager

Ivan K. Summers

Ms. Samantha Fishbein

2 Mid American Plaza, Suite 110
Oakbrook Terrace, Illinois 60181

Re: June 9, 2023 FOIA Request

Dear Ms. Fishbein:

I am pleased to help you with your June 9, 2023 Freedom of Information Act ("FOIA"). The Village of Bensenville received your request on June 9, 2023. You requested copies of the items indicated below:

"The bond, all bond – related information, documents showing payments to the General Contractor and to Empire Construction Company, including payment requests, any and all documents reflecting outstanding on the Project at Village of Bensenville Senior Center at 12 S. Center Street, Bensenville, IL 60106."

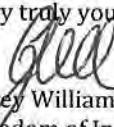
Your FOIA is hereby granted with the enclosed records. Social Security Numbers, Home Addresses and Personal Phone Numbers have been redacted.

Section 7(1)(b) of FOIA provided that "private information" is exempt from disclosure. "Private information" is defined in FOIA as, "unique identifiers, including a person's social security number, driver's license number, employee identification number, biometric identifiers, personal financial information, passwords, or other access codes, medical records, home or personal telephone numbers, and personal email addresses. Private information also includes home address and personal license plates, except as otherwise provided by law or when complied without possibility of attribution to any person." 5 ILCS 140/2(c-5). Consequently, certain identifiers have been redacted from the records being provided.

Pursuant to Section 9 of the FOIA, 5 ILCS 140/9, I am required to advise you that I, the undersigned Freedom of Information Officer, reviewed and made the foregoing determination to deny a portion of your FOIA Request as indicated. Should you believe that this Response constitutes an improper denial of your request, you may appeal such by filing a request for review within sixty (60) days of the date of this letter with the Public Access Counselor of the Illinois Attorney General's Office, Public Access Bureau, 500 South Second Street, Springfield, Illinois 62706; telephone 1-887-299-FOIA; e-mail: publicaccess@atg.state.il.us. You may also have a right of judicial review of the denial under Section 11 of the FOIA, 5 ILCS 140/11.

Do not hesitate to contact me if you have any questions or concerns in connection with this response.

Very truly yours,


Corey Williamsen
Freedom of Information Officer
Village of Bensenville



VILLAGE OF BENSENVILLE FREEDOM OF INFORMATION ACT REQUEST FORM

BENSENVILLE
FREEDOM OF INFORMATION OFFICE

TO: COREY WILLIAMSEN
Freedom of Information Officer
Village of Bensenville
12 S. Center Street
Bensenville, IL 60106

FROM: Name Samantha Fishbein
Address 2 Mid America Plaza Ste 110
Oakbrook Terrace, IL 60181
Phone 630-833-5533
E-Mail sfishbein@ghulaw.com

13547

TITLES OR DESCRIPTION OF RECORDS REQUESTED (Please Include Date of Birth and Case Number for Police Records):

The bond, all bond - related information, documents showing payments to the General Contractor and to Empire Construction Company, including payment requests, any and all documents reflecting funds outstanding on the Project at Village of Bensenville Senior Center at 12 S. Center Street, Bensenville, IL 60106

THIS REQUEST IS FOR A COMMERCIAL PURPOSE (*You must state whether your request is for a commercial purpose.* A request is for a "commercial purpose" if all or any part of the information will be used in any form for sale, resale, or solicitation or advertisement for sales or services. Failure to disclose whether a request is for a commercial purpose is a prosecutable violation of FOIA.)

Would like your request delivered via: E-Mail U.S. Mail Pick-Up*

**Pick-Up is available by appointment at Village Hall Monday thru Friday; between 8:00 a.m. – 5:00 p.m.*

I understand that any payment need be received before any documents are copied and/or mailed.

June 9, 2023

Date

Samantha Fishbein

Signature

All FOIA responses are posted on the Village's website. Name and address of the requestor will be made public.

The first fifty (50) pages of the request are free. The fee charge is fifteen (15) cents after the first fifty (50) pages.

Unless otherwise notified, your request for public records will be compiled within five (5) working days.

Unless otherwise notified, any request for commercial purposes will be compiled within twenty-one (21) days working days.

COREY WILLIAMSEN, FREEDOM OF INFORMATION OFFICER

Telephone: (630) 350-3404 Faesimile: (630) 350-3438

E-mail Address: FOIArequest@bensenville.il.us

For Freedom of Information Officer Use Only

6/9/23
Date Request Received

6/16/23
Date Response Due

6/23/23
Date Extended Response Due

40-
Total Charges

6/14/23
Date Documents Copied or Inspected

Received by Employee: _____

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature:

Name and Title:

Address

Signature:

Name and Title:

Address

Bond No. 7446428

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR:

(Name, legal status and address)

Empire Construction Company
214 W. Ohio Street, 4th Floor
Chicago, IL 60654

OWNER:

(Name, legal status and address)

Village of Bensenville
12 South Center Street
Bensenville, IL 60106
CONSTRUCTION CONTRACT
Date: January 17, 2023

Amount: \$ 812,500.00

—Eight Hundred Twelve Thousand Five Hundred Dollars & No/100-

Description:

(Name and location)

22-044 - Village of Bensenville - Senior Center Build-out - Village Hall

BOND

Date: February 10, 2023

(Not earlier than Construction Contract Date)

Amount: \$ 812,500.00

—Eight Hundred Twelve Thousand Five Hundred Dollars & No/100-

Modifications to this Bond:

None See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Empire Construction Company

Signature: _____

Name
and Title:

SURETY

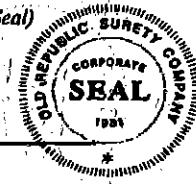
Company:

Old Republic Surety Company

Signature: _____

Name
and Title: James I. Moore
Attorney-in-Fact

(Corporate Seal)



(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

HUB International Midwest Limited

1411 Opus Place, Ste. 450

Downers Grove, IL 60515

630-468-5600

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Tria Architecture, Inc.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature:

Name and Title:

Address

Signature:

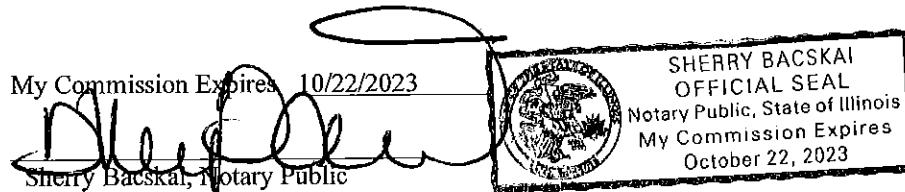
Name and Title:

Address

State of Illinois }
 } ss.
County of DuPage }

On February 10, 2023 before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared James I. Moore known to me to be Attorney-in-Fact of Old Republic Surety Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument on behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

James I. Moore

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

Principal: Empire Construction Company

Obligee: Village of Bensenville

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

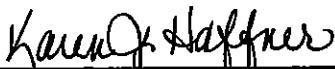
RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 20th day of September, 2022.

OLD REPUBLIC SURETY COMPANY



Assistant Secretary




President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 20th day of September, 2022, personally came before me, Alan Pavlic
and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY
who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that
they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal
and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.




Notary Public

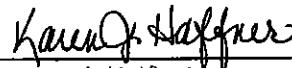
My Commission Expires: September 28, 2026
(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached
Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of
Attorney, are now in force.



Signed and sealed at the City of Brookfield, WI this 10th day of February, 2023.


Assistant Secretary



Illinois Office | Corporate Headquarters: 901 McClinton Drive, Suite 100, Burr Ridge, Illinois 60527
Indiana Office: 436 Sand Creek Drive N, Suite 105, Chesterton, Indiana 46304
Company Main: 630 455 4500 • Fax: 630 455 4040
www.TriaArchitecture.com

To: **Village of Bensenville
12 South Center Street
Bensenville, Illinois, 60106**

Date: **April 13, 2023**

Attn: **Mr. Joseph Caracci**

Client: **Village of Bensenville**

Project Name: **Village of Bensenville - Senior Center Buildout-Village Hall**

Project Number: **22-044**

WE ARE TRANSMITTING THE FOLLOWING:

- Shop Drawings
- Change Orders
- Drawings and Specifications
- Contracts
- Other: Pay Application #1

WE ARE TRANSMITTING VIA:

- Hand Delivery
- USPS
- Ground
- Overnight
- Other: _____

Item #	Quantity	Description	Code
1	1	Architect Certified Pay Application #1	FYR
2	1	Partial Waivers of Lien	FYR
3	1	Certified Payrolls	FYR
4			
5			
6			
7			
8			
9			
10			
11			
12			

Comments:

For your review, approval and processing, please see the attached Pay Application #1. Please forward the Waivers of Lien and Certified Payroll documents to the appropriate parties for review. Tria has not reviewed the Waivers of Lien or Certified Payrolls. If you have any questions, please give me a call. Thank you,

A handwritten signature in black ink, appearing to read "Thomas R. Szurgot".

Thomas R. Szurgot, AIA, LEED AP

C.C.:

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: Village of Bensenville
12 south center street
Bensenville IL 60106

FROM CONTRACTOR:
Empire Construction Company
214 W. Ohio St. 4th Floor
Chicago, IL 60654
CONTRACT FOR:

PROJECT: Bensenville Senior
Center Buildout

VIA ARCHITECT: Tria Architecture, Inc.

AIA DOCUMENT G702

PAGE ONE OF

PAGES

Distribution to:
OWNER
ARCHITECT
CONTRACTOR

APPLICATION NO: 1

PERIOD TO: 2/28/2023

PROJECT NOS: 22-044

CONTRACT DATE: 1/17/2023

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.

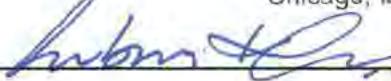
1. ORIGINAL CONTRACT SUM	\$ 812,500.00
2. Net change by Change Orders	\$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$ 812,500.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 145,275.00
5. RETAINAGE:	
a. 10 % of Completed Work (Column D + E on G703)	\$ 14,527.50
b. % of Stored Material (Column F on G703)	\$
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 14,527.50
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 130,747.50
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$
8. CURRENT PAYMENT DUE	\$ 130,747.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 681,752.50

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

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.

Empire Construction Company

CONTRACTOR: 214 W. Ohio Street, 4th Floor
Chicago, IL 60654

By: 

Date: 3/20/2023

ASIF ALI KHAN

Official Seal

Notary Public - State of Illinois

My Commission Expires Mar 9, 2026

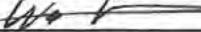
ARCHITECT'S CERTIFICATE FOR PAYMENT

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 \$ 130,747.50

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

ARCHITECT: TRIA ARCHITECTURE

By: 

Date: 4-13-23

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.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 1
APPLICATION DATE: 3/10/2022
PERIOD TO: 2/28/2023
ARCHITECT'S PROJECT NO:

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G+C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
1	General Conditions	\$55,000.00		\$13,750.00		\$13,750.00	25.00%	\$41,250.00	\$1,375.00
2	Profit & Overhead	\$40,000.00		\$10,000.00		\$10,000.00	25.00%	\$30,000.00	\$1,000.00
3	Mobilization	\$6,400.00		\$6,400.00		\$6,400.00	100.00%	\$0.00	\$640.00
4	Cash Allowance	\$50,000.00				\$0.00		\$50,000.00	\$0.00
5	Mitigation Allowance	\$40,000.00				\$0.00		\$40,000.00	\$0.00
6	Demolition	\$9,000.00		\$9,000.00		\$9,000.00	100.00%	\$0.00	\$900.00
7	Masonry	\$4,000.00				\$0.00		\$4,000.00	\$0.00
8	Structural Steel	\$15,800.00		\$3,950.00		\$3,950.00	25.00%	\$11,850.00	\$395.00
9	Wall Framing	\$16,500.00		\$15,675.00		\$15,675.00	95.00%	\$825.00	\$1,567.50
10	Millwork	\$34,000.00		\$3,400.00		\$3,400.00	10.00%	\$30,600.00	\$340.00
11	Doors, Frames & Hardwares	\$63,000.00			\$31,500.00	\$31,500.00	50.00%	\$31,500.00	\$3,150.00
12	Drywall	\$9,000.00		\$450.00		\$450.00	5.00%	\$8,550.00	\$45.00
13	Taping	\$10,000.00				\$0.00		\$10,000.00	\$0.00
14	Acoustic Ceiling	\$24,000.00				\$0.00		\$24,000.00	\$0.00
15	Carpet	\$57,000.00				\$0.00		\$57,000.00	\$0.00
16	Painting	\$9,100.00				\$0.00		\$9,100.00	\$0.00
17	Movable Wall	\$30,000.00				\$0.00		\$30,000.00	\$0.00
18	Signage	\$2,800.00				\$0.00		\$2,800.00	\$0.00
19	Appliances	\$16,000.00				\$0.00		\$16,000.00	\$0.00
20	Furniture	\$86,000.00				\$0.00		\$86,000.00	\$0.00
21	Fire Suppression	\$13,400.00				\$0.00		\$13,400.00	\$0.00
22	Plumbing	\$23,000.00		\$11,500.00		\$11,500.00	50.00%	\$11,500.00	\$1,150.00
23	Mechanical	\$33,000.00		\$3,300.00		\$3,300.00	10.00%	\$29,700.00	\$330.00
24	Electrical	\$157,500.00		\$28,350.00		\$28,350.00	18.00%	\$129,150.00	\$2,835.00
25	Bond	\$8,000.00		\$8,000.00		\$8,000.00	100.00%	\$0.00	\$800.00
GRAND TOTALS		\$812,500.00	\$0.00	\$113,775.00	\$31,500.00	\$145,275.00	18%	\$667,225.00	\$14,527.50

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



STATE OF ILLINOIS

WAIVER OF LIEN TO DATE

Gty #

Escrow #

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Village of Bensenville to furnish Carpentry Work

for the premises known as Bensenville Senior Center Buildout - 12 S Center Street, Bensenville, IL 60106
of which Village of Bensenville is the owner.

THE undersigned, for and in consideration of One Thirty Thousand Seven Hundred Forty Seven Dollars and 50/100 Cents (\$130,747.50) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises. **INCLUDING EXTRAS.***

DATE 03/30/2023 COMPANY NAME Empire Construction Company

ADDRESS 214 W OHIO STREET, 4th FLOOR, CHICAGO, IL 60654

SIGNATURE AND TITLE

(President)

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF ILLINOIS

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) LUBNA KHAN BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS (POSITION) PRESIDENT OF (COMPANY NAME) EMPIRE CONSTRUCTION COMPANY WHO IS THE CONTRACTOR FURNISHING Carpentry Work WORK ON THE BUILDING LOCATED AT Bensenville Senior Center Buildout - 12 S Center Street, Bensenville, IL 60106 OWNED BY Village of Bensenville

That the total amount of the contract including extras* is \$812,500.00 on which he or she has received payment of \$0.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Empire Construction Company	Carpentry Work	599,500.00	0.00	91,912.50	507,587.50
JB Plumbing	Plumbing	23,000.00	0.00	10,350.00	12,650.00
Conner Electrical	Electrical	157,000.00	0.00	25,515.00	131,485.00
Thermo-Pol	Mechanical	33,000.00	0.00	2,970.00	30,030.00
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE		812,500.00	0.00	130,747.50	681,752.50

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE 3/30/2023

SIGNATURE:

30th DAY OF March 2023

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.





Certified Payroll Report

Report Period: All dates

Company: Empire Construction Company
214 W. Ohio Street
4th Floor
Chicago IL 60654

Project: Bensenville Senior Center Buildout
12 south center street
Bensenville IL 60106

Chk:	61170	Chk Date:	02/15/2023	From:	02/06/2023	To:	02/12/2023	Fed Allow:	0	State Allow:	0
Ssn:	[REDACTED]			Med/FICA		FedWh		State	SDI		Other
Virgilio Antunez				31.83		13.15		20.60	0.00		16.64
				Wages		Add Ons		Deduct			Net
				416.08		0.00		82.22			333.86
Phone:	[REDACTED]			Heritage: Hispanic/Latino (any race)		Gender: Male					
				[----- Wages -----]				Benefits			
Date	Trade	Type	Hours	Rate	Base	Vacation	Pension	Health	Other		
02/09/2023		Reg	8.00	52.0100	416.08						
		This Job:	8.00		416.08						
Chk:	61180	Chk Date:	02/22/2023	From:	02/13/2023	To:	02/19/2023	Fed Allow:	0	State Allow:	0
Ssn:	[REDACTED]			Med/FICA		FedWh		State	SDI		Other
Virgilio Antunez				159.15		214.59		102.98	0.00		83.22
				Wages		Add Ons		Deduct			Net
				2,080.40		0.00		559.94			1,520.46
Phone:	[REDACTED]			Heritage: Hispanic/Latino (any race)		Gender: Male					
				[----- Wages -----]				Benefits			
Date	Trade	Type	Hours	Rate	Base	Vacation	Pension	Health	Other		
02/14/2023		Reg	8.00	52.0100	416.08						
02/15/2023		Reg	8.00	52.0100	416.08						
02/16/2023		Reg	8.00	52.0100	416.08						
02/17/2023		Reg	8.00	52.0100	416.08						
		This Job:	32.00		1,664.32						
Chk:	61187	Chk Date:	02/22/2023	From:	02/13/2023	To:	02/19/2023	Fed Allow:	0	State Allow:	0
Ssn:	[REDACTED]			Med/FICA		FedWh		State	SDI		Other
Micheal Ramirez				127.32		253.70		82.38	0.00		66.57
				Wages		Add Ons		Deduct			Net
				1,664.32		0.00		529.97			1,134.35
Phone:	[REDACTED]			Heritage: Hispanic/Latino (any race)		Gender: Male					
				[----- Wages -----]				Benefits			
Date	Trade	Type	Hours	Rate	Base	Vacation	Pension	Health	Other		
02/14/2023		Reg	8.00	52.0100	416.08						
02/15/2023		Reg	8.00	52.0100	416.08						
02/16/2023		Reg	8.00	52.0100	416.08						
02/17/2023		Reg	8.00	52.0100	416.08						
		This Job:	32.00		1,664.32						



Certified Payroll Report

Report Period: All dates

Continued..

Chk:	61211	Chk Date:	03/01/2023	From:	02/20/2023	To:	02/26/2023	Fed Allow:	0	State Allow:	0
Ssn:	[REDACTED]			Med/FICA		FedWh		State	SDI	Other	
Virgilio Antunez				159.15		214.59		102.98	0.00	83.22	
					Wages		Add Ons	Deduct			
					2,080.40		0.00	559.94		1,520.46	
Phone:	[REDACTED]	Heritage:	Hispanic/Latino (any race)				Gender:	Male			
Date	Trade	Type	Hours	Rate	Base	Vacation	Pension	Health	Benefits		Other
02/20/2023		Reg	8.00	52.0100	416.08						
02/21/2023		Reg	8.00	52.0100	416.08						
02/22/2023		Reg	8.00	52.0100	416.08						
	This Job:		24.00		1,248.24						
Chk:	61213	Chk Date:	03/01/2023	From:	02/20/2023	To:	02/26/2023	Fed Allow:	0	State Allow:	0
Ssn:	[REDACTED]			Med/FICA		FedWh		State	SDI	Other	
Humberto Jesus Romo				63.64		83.49		41.18	0.00	33.28	
					Wages		Add Ons	Deduct			
					832.00		0.00	221.59		610.41	
Phone:	[REDACTED]	Heritage:	Hispanic/Latino (any race)				Gender:	Male			
Date	Trade	Type	Hours	Rate	Base	Vacation	Pension	Health	Benefits		Other
02/20/2023		Reg	8.00	20.8000	166.40						
02/21/2023		Reg	8.00	20.8000	166.40						
02/22/2023		Reg	8.00	20.8000	166.40						
02/23/2023		Reg	8.00	20.8000	166.40						
02/24/2023		Reg	8.00	20.8000	166.40						
	This Job:		40.00		832.00						
Chk:	61218	Chk Date:	03/01/2023	From:	02/20/2023	To:	02/26/2023	Fed Allow:	0	State Allow:	0
Ssn:	[REDACTED]			Med/FICA		FedWh		State	SDI	Other	
Micheal Ramirez				151.20		323.18		97.83	0.00	79.06	
					Wages		Add Ons	Deduct			
					1,976.38		0.00	651.27		1,325.11	
Phone:	[REDACTED]	Heritage:	Hispanic/Latino (any race)				Gender:	Male			
Date	Trade	Type	Hours	Rate	Base	Vacation	Pension	Health	Benefits		Other
02/20/2023		Reg	8.00	52.0100	416.08						
02/21/2023		Reg	6.00	52.0100	312.06						
02/22/2023		Reg	8.00	52.0100	416.08						
02/23/2023		Reg	8.00	52.0100	416.08						
	This Job:		30.00		1,560.30						



Certified Payroll Report

Report Period: All dates

Continued...

Chk:	61225	Chk Date:	03/01/2023	From:	02/20/2023	To:	02/26/2023	Fed Allow:	0	State Allow:	0
Ssn:	[REDACTED]			Med/FICA		FedWh		State	SDI	Other	
Adam Tracy				95.50		107.20		61.80	0.00	49.94	
					Wages		Add Ons		Deduct		Net
					1,248.45		0.00		314.44		934.01
Phone:		Heritage:	White (not Hispanic/Latino)				Gender:	Male			
Date	Trade	Type	Hours	Rate	Base	Vacation	Pension	Health	Benefits		Other
02/22/2023		Reg	8.00	52.0186	416.15						
02/23/2023		Reg	8.00	52.0186	416.15						
02/24/2023		Reg	8.00	52.0186	416.15						
	This Job:		24.00		1,248.45						
Chk:	61230	Chk Date:	03/08/2023	From:	02/27/2023	To:	03/05/2023	Fed Allow:	0	State Allow:	0
Ssn:	[REDACTED]			Med/FICA		FedWh		State	SDI	Other	
Virgilio Antunez				165.27		232.19		106.94	0.00	86.42	
					Wages		Add Ons		Deduct		Net
					2,160.40		0.00		590.82		1,569.58
Phone:	[REDACTED]	Heritage:	Hispanic/Latino (any race)				Gender:	Male			
Date	Trade	Type	Hours	Rate	Base	Vacation	Pension	Health	Benefits		Other
02/27/2023		Reg	8.00	54.0100	432.08						
02/28/2023		Reg	8.00	54.0100	432.08						
03/01/2023		Reg	8.00	54.0100	432.08						
03/02/2023		Reg	8.00	54.0100	432.08						
03/03/2023		Reg	8.00	54.0100	432.08						
	This Job:		40.00		2,160.40						
Chk:	61232	Chk Date:	03/08/2023	From:	02/27/2023	To:	03/05/2023	Fed Allow:	0	State Allow:	0
Ssn:	[REDACTED]			Med/FICA		FedWh		State	SDI	Other	
Humberto Jesus Romo				50.92		63.53		32.95	0.00	26.62	
					Wages		Add Ons		Deduct		Net
					665.60		0.00		174.02		491.58
Phone:	[REDACTED]	Heritage:	Hispanic/Latino (any race)				Gender:	Male			
Date	Trade	Type	Hours	Rate	Base	Vacation	Pension	Health	Benefits		Other
02/27/2023		Reg	8.00	20.8000	166.40						
02/28/2023		Reg	8.00	20.8000	166.40						
03/01/2023		Reg	8.00	20.8000	166.40						
03/02/2023		Reg	8.00	20.8000	166.40						
	This Job:		32.00		665.60						



Certified Payroll Report

Report Period: All dates

Continued..

Chk: 61237	Chk Date: 03/08/2023	From: 02/27/2023	To: 03/05/2023	Fed Allow: 0	State Allow: 0
Ssn: [REDACTED]		Med/FICA	FedWh	State	SDI
Micheal Ramirez		95.49	162.16	61.79	0.00
		Wages	Add Ons	Deduct	Net
		1,248.24	0.00	369.37	878.87

Phone:	Heritage: Hispanic/Latino (any race)	Gender: Male	Benefits						
Date	Trade	Type	Hours	Rate	Base	Vacation	Pension	Health	Other
02/27/2023		Reg	8.00	52.0100	416.08				
02/28/2023		Reg	8.00	52.0100	416.08				
03/03/2023		Reg	8.00	52.0100	416.08				
	This Job:		24.00		1,248.24				

Chk: 61243	Chk Date: 03/08/2023	From: 02/27/2023	To: 03/05/2023	Fed Allow: 0	State Allow: 0
Ssn: [REDACTED]		Med/FICA	FedWh	State	SDI
Adam Tracy		159.18	214.67	103.00	0.00
		Wages	Add Ons	Deduct	Net
		2,080.74	0.00	560.08	1,520.66

Phone:	Heritage: White (not Hispanic/Latino)	Gender: Male	Benefits						
Date	Trade	Type	Hours	Rate	Base	Vacation	Pension	Health	Other
02/27/2023		Reg	8.00	52.0186	416.15				
02/28/2023		Reg	8.00	52.0186	416.15				
03/01/2023		Reg	8.00	52.0186	416.15				
03/02/2023		Reg	8.00	52.0186	416.15				
03/03/2023		Reg	8.00	52.0186	416.15				
	This Job:		40.00		2,080.75				

Chk: 61269	Chk Date: 03/15/2023	From: 03/06/2023	To: 03/12/2023	Fed Allow: 0	State Allow: 0
Ssn: [REDACTED]		Med/FICA	FedWh	State	SDI
Virgilio Antunez		132.22	164.78	85.55	0.00
		Wages	Add Ons	Deduct	Net
		1,728.32	0.00	451.68	1,276.64

Phone: [REDACTED]	Heritage: Hispanic/Latino (any race)	Gender: Male	Benefits						
Date	Trade	Type	Hours	Rate	Base	Vacation	Pension	Health	Other
03/06/2023		Reg	8.00	54.0100	432.08				
03/07/2023		Reg	8.00	54.0100	432.08				
	This Job:		16.00		864.16				



Certified Payroll Report

Report Period: All dates

Continued...

Chk:	61271	Chk Date:	03/15/2023	From:	03/06/2023	To:	03/12/2023	Fed Allow:	0	State Allow:	0
Ssn:	[REDACTED]			Med/FICA		FedWh		State	SDI	Other	
Humberto Jesus Romo											
[REDACTED]											
Phone:	[REDACTED]	Heritage:	Hispanic/Latino (any race)					Add Ons	Deduct	Net	
				44.55		53.54		28.83	0.00	23.30	
					Wages						
					582.40			0.00	150.22	432.18	
Date	Trade	Type	Hours	Rate	Base	Vacation	Pension	Health	Other	Benefits	
03/07/2023		Reg	8.00	20.8000	166.40						
	This Job:		8.00		166.40						
Chk:	61275	Chk Date:	03/15/2023	From:	03/06/2023	To:	03/12/2023	Fed Allow:	0	State Allow:	0
Ssn:	[REDACTED]			Med/FICA		FedWh		State	SDI	Other	
Micheal Ramirez											
[REDACTED]											
Phone:	[REDACTED]	Heritage:	Hispanic/Latino (any race)					Add Ons	Deduct	Net	
				127.32		253.70		82.38	0.00	66.57	
					Wages						
					1,664.32			0.00	529.97	1,134.35	
Date	Trade	Type	Hours	Rate	Base	Vacation	Pension	Health	Other	Benefits	
03/06/2023		Reg	8.00	52.0100	416.08						
03/07/2023		Reg	8.00	52.0100	416.08						
	This Job:		16.00		832.16						
Chk:	61284	Chk Date:	03/15/2023	From:	03/06/2023	To:	03/12/2023	Fed Allow:	0	State Allow:	0
Ssn:	[REDACTED]			Med/FICA		FedWh		State	SDI	Other	
Adam Tracy											
[REDACTED]											
Phone:	[REDACTED]	Heritage:	White (not Hispanic/Latino)					Add Ons	Deduct	Net	
				63.67		57.26		41.20	0.00	195.42	636.88
					Wages						
					832.30			0.00	195.42	636.88	
Date	Trade	Type	Hours	Rate	Base	Vacation	Pension	Health	Other	Benefits	
03/06/2023		Reg	8.00	52.0186	416.15						
03/07/2023		Reg	8.00	52.0186	416.15						
	This Job:		16.00		832.30						
Chk:	61293	Chk Date:	03/22/2023	From:	03/13/2023	To:	03/19/2023	Fed Allow:	0	State Allow:	0
Ssn:	[REDACTED]			Med/FICA		FedWh		State	SDI	Other	
Virgilio Antunez											
[REDACTED]											
Phone:	[REDACTED]	Heritage:	Hispanic/Latino (any race)					Add Ons	Deduct	Net	
				165.27		232.19		106.94	0.00	86.42	
					Wages						
					2,160.40			0.00	590.82	1,569.58	
Date	Trade	Type	Hours	Rate	Base	Vacation	Pension	Health	Other	Benefits	
03/14/2023		Reg	8.00	54.0100	432.08						
03/15/2023		Reg	8.00	54.0100	432.08						
03/16/2023		Reg	8.00	54.0100	432.08						
03/17/2023		Reg	8.00	54.0100	432.08						
	This Job:		32.00		1,728.32						



Certified Payroll Report

Report Period: All dates

Continued...

Chk: 61297	Chk Date: 03/22/2023	From: 03/13/2023	To: 03/19/2023	Fed Allow: 0	State Allow: 0
Ssn: [REDACTED]		Med/FICA	FedWh	State	SDI
Enrique Camargo		75.59	75.94	48.91	0.00
					39.52
		Wages	Add Ons	Deduct	Net
		988.00	0.00	239.96	748.04
Phone: [REDACTED]	Heritage: Hispanic/Latino (any race)		Gender: Male		

Date	Trade	Type	Hours	Rate	Base	Vacation	Pension	Health	Other
03/15/2023		Reg	8.00	26.0000	208.00				
03/15/2023		Ovt	2.00	39.0000	78.00				
03/16/2023		Reg	8.00	26.0000	208.00				
03/17/2023		Reg	8.00	26.0000	208.00				
	This Job:		26.00		702.00				

Chk: 61298	Chk Date: 03/22/2023	From: 03/13/2023	To: 03/19/2023	Fed Allow: 0	State Allow: 0
Ssn: [REDACTED]		Med/FICA	FedWh	State	SDI
Juan Daniel J Camargo		75.59	104.91	48.91	0.00
					39.52
		Wages	Add Ons	Deduct	Net
		988.00	0.00	268.93	719.07
Phone: [REDACTED]	Heritage: Hispanic/Latino (any race)		Gender: Male		

Date	Trade	Type	Hours	Rate	Base	Vacation	Pension	Health	Other
03/14/2023		Reg	4.00	26.0000	104.00				
03/15/2023		Reg	8.00	26.0000	208.00				
03/15/2023		Ovt	2.00	39.0000	78.00				
03/16/2023		Reg	8.00	26.0000	208.00				
03/17/2023		Reg	8.00	26.0000	208.00				
	This Job:		30.00		806.00				

Chk: 61299	Chk Date: 03/22/2023	From: 03/13/2023	To: 03/19/2023	Fed Allow: 0	State Allow: 0
Ssn: [REDACTED]		Med/FICA	FedWh	State	SDI
Micheal Ramirez		63.66	63.51	41.19	0.00
					33.29
		Wages	Add Ons	Deduct	Net
		832.16	0.00	221.65	610.51
Phone: [REDACTED]	Heritage: Hispanic/Latino (any race)		Gender: Male		

Date	Trade	Type	Hours	Rate	Base	Vacation	Pension	Health	Other
03/17/2023		Reg	8.00	52.0100	416.08				
	This Job:		8.00		416.08				



Certified Payroll Report

Report Period: All dates

Continued...

Chk:	61307	Chk Date:	03/21/2023	From:	03/13/2023	To:	03/19/2023	Fed Allow:	0	State Allow:	0
Ssn:	[REDACTED]			Med/FICA		FedWh		State	SDI		Other
Joshua J Lettiere			154.91		296.66		100.24	0.00		236.04	
				Wages		Add Ons		Deduct		Net	
			2,025.00			0.00		787.85		1,237.15	
Phone:		Heritage:	White (not Hispanic/Latino)			Gender:	Male				
Date	Trade	Type	Hours	Rate	Base	Vacation	Pension	Health	Benefits		
03/16/2023		Reg	8.00	90.0000	720.00						
03/17/2023		Reg	8.00	90.0000	720.00						
	This Job:		16.00		1,440.00						
Chk:	61308	Chk Date:	03/21/2023	From:	03/13/2023	To:	03/19/2023	Fed Allow:	2	State Allow:	2
Ssn:	[REDACTED]			Med/FICA		FedWh		State	SDI		Other
Michael J Berzanskis Jr.			96.07		88.23		57.16	0.00		216.80	
				Wages		Add Ons		Deduct		Net	
			1,255.73			0.00		458.26		797.47	
Phone:		Heritage:	White (not Hispanic/Latino)			Gender:	Male				
Date	Trade	Type	Hours	Rate	Base	Vacation	Pension	Health	Benefits		
03/16/2023		Reg	8.00	55.8100	446.48						
03/17/2023		Reg	8.00	55.8100	446.48						
	This Job:		16.00		892.96						
Chk:	61309	Chk Date:	03/21/2023	From:	03/13/2023	To:	03/19/2023	Fed Allow:	0	State Allow:	0
Ssn:	[REDACTED]			Med/FICA		FedWh		State	SDI		Other
George Thompson			34.15		16.19		22.10	0.00		77.08	
				Wages		Add Ons		Deduct		Net	
			446.48			0.00		149.52		296.96	
Phone:		Heritage:				Gender:	Male				
Date	Trade	Type	Hours	Rate	Base	Vacation	Pension	Health	Benefits		
03/17/2023		Reg	8.00	55.8100	446.48						
	This Job:		8.00		446.48						
Chk:	61326	Chk Date:	03/29/2023	From:	03/20/2023	To:	03/26/2023	Fed Allow:	0	State Allow:	0
Ssn:	[REDACTED]			Med/FICA		FedWh		State	SDI		Other
Virgilio Antunez			165.27		232.19		106.94	0.00		86.42	
				Wages		Add Ons		Deduct		Net	
			2,160.40			0.00		590.82		1,569.58	
Phone:	[REDACTED]	Heritage:	Hispanic/Latino (any race)			Gender:	Male				
Date	Trade	Type	Hours	Rate	Base	Vacation	Pension	Health	Benefits		
03/20/2023		Reg	8.00	54.0100	432.08						
03/21/2023		Reg	8.00	54.0100	432.08						
	This Job:		16.00		864.16						



Certified Payroll Report

Report Period: All dates

Continued...

Chk:	61329	Chk Date:	03/29/2023	From:	03/20/2023	To:	03/26/2023	Fed Allow:	0	State Allow:	0
Ssn:	[REDACTED]			Med/FICA		FedWh		State	SDI	Other	
Joshua J Lettiere				179.01		370.75		115.83	0.00	272.74	
					Wages		Add Ons		Deduct		Net
					2,340.00		0.00		938.33		1,401.67
Phone:		Heritage:	White (not Hispanic/Latino)				Gender:	Male			
Date	Trade	Type	Hours	Rate	Base	Vacation	Pension	Health	Other		Benefits
03/20/2023		Reg	8.00	90.0000	720.00						
	This Job:		8.00		720.00						
Chk:	61330	Chk Date:	03/29/2023	From:	03/20/2023	To:	03/26/2023	Fed Allow:	0	State Allow:	0
Ssn:	[REDACTED]			Med/FICA		FedWh		State	SDI	Other	
Enrique Camargo				67.63		63.46		43.76	0.00	35.36	
					Wages		Add Ons		Deduct		Net
					884.00		0.00		210.21		673.79
Phone:	[REDACTED]	Heritage:	Hispanic/Latino (any race)				Gender:	Male			
Date	Trade	Type	Hours	Rate	Base	Vacation	Pension	Health	Other		Benefits
03/20/2023		Reg	8.00	26.0000	208.00						
03/22/2023		Reg	9.00	26.0000	234.00						
	This Job:		17.00		442.00						
Chk:	61331	Chk Date:	03/29/2023	From:	03/20/2023	To:	03/26/2023	Fed Allow:	0	State Allow:	0
Ssn:	[REDACTED]			Med/FICA		FedWh		State	SDI	Other	
Juan Daniel J Camargo				67.63		89.73		43.76	0.00	35.36	
					Wages		Add Ons		Deduct		Net
					884.00		0.00		236.48		647.52
Phone:	[REDACTED]	Heritage:	Hispanic/Latino (any race)				Gender:	Male			
Date	Trade	Type	Hours	Rate	Base	Vacation	Pension	Health	Other		Benefits
03/22/2023		Reg	1.00	26.0000	26.00						
03/22/2023		Reg	8.00	26.0000	208.00						
	This Job:		9.00		234.00						
Chk:	61332	Chk Date:	03/29/2023	From:	03/20/2023	To:	03/26/2023	Fed Allow:	0	State Allow:	0
Ssn:	[REDACTED]			Med/FICA		FedWh		State	SDI	Other	
Micheal Ramirez				155.17		335.66		100.41	0.00	81.14	
					Wages		Add Ons		Deduct		Net
					2,028.39		0.00		672.38		1,356.01
Phone:	[REDACTED]	Heritage:	Hispanic/Latino (any race)				Gender:	Male			
Date	Trade	Type	Hours	Rate	Base	Vacation	Pension	Health	Other		Benefits
03/20/2023		Reg	8.00	52.0100	416.08						
03/21/2023		Reg	7.00	52.0100	364.07						
03/22/2023		Reg	8.00	52.0100	416.08						
03/23/2023		Reg	8.00	52.0100	416.08						
03/24/2023		Reg	8.00	52.0100	416.08						



Certified Payroll Report

Report Period: All dates

Continued

		This Job:	39.00	2,028.39						
Chk: 61336		Chk Date: 03/29/2023	From: 03/20/2023	To: 03/26/2023	Fed Allow: 2	State Allow: 2				
Ssn: [REDACTED]		Med/FICA		FedWh	State	SDI	Other			
Michael J Berzanskis Jr.		51.23		21.97	28.15	0.00	115.62			
[REDACTED]		Wages		Add Ons		Deduct	Net			
[REDACTED]		669.72		0.00		216.97	452.75			
Phone: [REDACTED]		Heritage: White (not Hispanic/Latino)				Gender: Male				
Date	Trade	Type	Hours	Rate	Base	Vacation	Pension	Health	Other	
03/20/2023		Reg	4.00	55.8100	223.24					
		This Job:	4.00		223.24					
Chk: 61345		Chk Date: 04/05/2023	From: 03/27/2023	To: 04/02/2023	Fed Allow: 0	State Allow: 0				
Ssn: [REDACTED] 6		Med/FICA		FedWh	State	SDI	Other			
Enrique Camargo		64.84		59.10	41.96	0.00	33.90			
[REDACTED]		Wages		Add Ons		Deduct	Net			
[REDACTED]		847.60		0.00		199.80	647.80			
Phone: [REDACTED]		Heritage: Hispanic/Latino (any race)				Gender: Male	Benefits			
Date	Trade	Type	Hours	Rate	Base	Vacation	Pension	Health	Other	
03/29/2023		Reg	6.00	26.0000	156.00					
		This Job:	6.00		156.00					
Chk: 61346		Chk Date: 04/05/2023	From: 03/27/2023	To: 04/02/2023	Fed Allow: 0	State Allow: 0				
Ssn: [REDACTED]		Med/FICA		FedWh	State	SDI	Other			
Juan Daniel J Camargo		64.84		85.37	41.96	0.00	33.90			
[REDACTED]		Wages		Add Ons		Deduct	Net			
[REDACTED]		847.60		0.00		226.07	621.53			
Phone: [REDACTED]		Heritage: Hispanic/Latino (any race)				Gender: Male	Benefits			
Date	Trade	Type	Hours	Rate	Base	Vacation	Pension	Health	Other	
03/29/2023		Reg	6.00	26.0000	156.00					
		This Job:	6.00		156.00					
Chk: 61363		Chk Date: 04/05/2023	From: 03/27/2023	To: 04/02/2023	Fed Allow: 0	State Allow: 0				
Ssn: [REDACTED]		Med/FICA		FedWh	State	SDI	Other			
Alfonso Meza		31.83		33.58	20.60	0.00	16.64			
[REDACTED]		Wages		Add Ons		Deduct	Net			
[REDACTED]		416.08		0.00		102.65	313.43			
Phone: [REDACTED]		Heritage: Hispanic/Latino (any race)				Gender: Male	Benefits			
Date	Trade	Type	Hours	Rate	Base	Vacation	Pension	Health	Other	
03/27/2023		Reg	8.00	52.0100	416.08					
		This Job:	8.00		416.08					



Certified Payroll Report

Report Period: All dates

Continued...

Chk:	61368	Chk Date:	04/12/2023	From:	04/03/2023	To:	04/09/2023	Fed Allow:	1	State Allow:	1
Ssn:	[REDACTED]			Med/FICA		FedWh		State	SDI	Other	
Otoniel Sandoval				123.14		140.61		77.18	0.00	117.09	
					Wages		Add Ons		Deduct		Net
					1,609.60		0.00		458.02		1,151.58
Phone:	[REDACTED]	Heritage:	Hispanic/Latino (any race)				Gender:	Male			
Date	Trade	Type	Hours	Rate	Base	Vacation	Pension	Health	Benefits		Other
04/03/2023		Reg	8.00	50.3000	402.40						
04/04/2023		Reg	8.00	50.3000	402.40						
04/06/2023		Reg	8.00	50.3000	402.40						
	This Job:		24.00		1,207.20						
Chk:	61369	Chk Date:	04/12/2023	From:	04/03/2023	To:	04/09/2023	Fed Allow:	0	State Allow:	0
Ssn:	[REDACTED]			Med/FICA		FedWh		State	SDI	Other	
Micheal Ramirez				127.32		253.70		82.38	0.00	66.57	
					Wages		Add Ons		Deduct		Net
					1,664.32		0.00		529.97		1,134.35
Phone:	[REDACTED]	Heritage:	Hispanic/Latino (any race)				Gender:	Male			
Date	Trade	Type	Hours	Rate	Base	Vacation	Pension	Health	Benefits		Other
04/05/2023		Reg	8.00	52.0100	416.08						
04/06/2023		Reg	5.00	52.0100	260.05						
04/07/2023		Reg	9.00	52.0100	468.09						
	This Job:		22.00		1,144.22						
Chk:	61372	Chk Date:	04/12/2023	From:	04/03/2023	To:	04/09/2023	Fed Allow:	0	State Allow:	0
Ssn:	[REDACTED]			Med/FICA		FedWh		State	SDI	Other	
Alfonso Meza				127.32		253.70		82.38	0.00	66.57	
					Wages		Add Ons		Deduct		Net
					1,664.32		0.00		529.97		1,134.35
Phone:	[REDACTED]	Heritage:	Hispanic/Latino (any race)				Gender:	Male			
Date	Trade	Type	Hours	Rate	Base	Vacation	Pension	Health	Benefits		Other
04/03/2023		Reg	8.00	52.0100	416.08						
04/04/2023		Reg	8.00	52.0100	416.08						
04/05/2023		Reg	8.00	52.0100	416.08						
04/06/2023		Reg	8.00	52.0100	416.08						
	This Job:		32.00		1,664.32						
	This Job:		709.00		33,171.17						



Illinois Office | Corporate Headquarters: 901 McClintock Drive, Suite 100, Burr Ridge, Illinois 60527

Indiana Office: 436 Sand Creek Drive N, Suite 105, Chesterton, Indiana 46304

Company Main: 630.455.4500 • Fax: 630.455.4040

www.TriaArchitecture.com

To: **Village of Bensenville
12 South Center Street
Bensenville, Illinois, 60106**

Date: **May 10, 2023**
Client: **Village of Bensenville**
Project Name: **Village of Bensenville - Senior Center Buildout-Village Hall**

Attn: **Mr. Joseph Caracci**

Project Number: **22-044**

WE ARE TRANSMITTING THE FOLLOWING:

- Shop Drawings
- Change Orders
- Drawings and Specifications
- Contracts
- Other: Pay Application #2

WE ARE TRANSMITTING VIA:

- Hand Delivery
- USPS
- Ground
- Overnight
- Other: _____

Item #	Quantity	Description	Code
1	1	Architect Certified Pay Application #2	FYR
2	1	Partial Waivers of Lien	FYR
3	1	Certified Payrolls	FYR
4			
5			
6			
7			
8			
9			
10			
11			
12			

Comments:

For your review, approval and processing, please see the attached Pay Application #2. Please forward the Waivers of Lien and Certified Payroll documents to the appropriate parties for review. Tria has not reviewed the Waivers of Lien or Certified Payrolls. If you have any questions, please give me a call. Thank you,

A handwritten signature in black ink, appearing to read "Thomas R. Szurgot".

Thomas R. Szurgot, AIA, LEED AP

C.C.:

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER Village of Bensenville
12 south center street
Bensenville IL 60106

PROJECT: Bensenville Senior
Center Buildout

FROM CONTRACTOR:
Empire Construction Company
214 W. Ohio St. 4th Floor
Chicago, IL 60654
CONTRACT FOR:

VIA ARCHITECT: Tria Architecture, Inc.

AIA DOCUMENT G702

APPLICATION NO: 2

PAGE ONE OF

PAGES

Distribution to:
OWNER
ARCHITECT
CONTRACTOR
[]
[]
[]
[]

PERIOD TO: 3/31/2023

PROJECT NOS: 22-044

CONTRACT DATE: 1/17/2023

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		\$ 812,500.00
2. Net change by Change Orders		\$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		\$ 812,500.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		\$ 262,705.00
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E on G703)	\$ 26,270.50	
b. % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		\$ 26,270.50
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		\$ 236,434.50
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		\$ 130,747.50
8. CURRENT PAYMENT DUE		\$ 105,687.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		\$ 576,065.50

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

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.

Empire Construction Company

214 W. Ohio Street, 4th Floor
Chicago, IL 60654

CONTRACTOR:

By:

Robert L. Cr.

Date:

4/19/2023

State of: Illinois
Subscribed and sworn to before me this
Notary Public: *ASIF ALI KHAN*
My Commission expires: *March 9th 2026*

County of: Cook
day of

ASIF ALI KHAN
Official Seal
Notary Public - State of Illinois
My Commission Expires Mar 9, 2026

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 \$ 105,687.00

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

ARCHITECT: *TRIA ARCHITECTURE*

By: *[Signature]*

Date: 5-10-23

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.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 1
APPLICATION DATE: 3/27/2022
PERIOD TO: 3/31/2023
ARCHITECT'S PROJECT NO:

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G+C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D-E)	THIS PERIOD					
1	General Conditions	\$55,000.00	\$13,750.00	\$13,750.00		\$27,500.00	50.00%	\$27,500.00	\$2,750.00
2	Profit & Overhead	\$40,000.00	\$10,000.00	\$10,000.00		\$20,000.00	50.00%	\$20,000.00	\$2,000.00
3	Mobilization	\$6,400.00	\$6,400.00			\$6,400.00	100.00%	\$0.00	\$640.00
4	Cash Allowance	\$50,000.00		\$12,205.00		\$12,205.00	24.41%	\$37,795.00	\$1,220.50
5	Mitigation Allowance	\$40,000.00				\$0.00		\$40,000.00	\$0.00
6	Demolition	\$9,000.00	\$9,000.00			\$9,000.00	100.00%	\$0.00	\$900.00
7	Masonry	\$4,000.00		\$4,000.00		\$4,000.00	100.00%	\$0.00	\$400.00
8	Structural Steel	\$15,800.00	\$3,950.00	\$11,850.00		\$15,800.00	100.00%	\$0.00	\$1,580.00
9	Wall Framing	\$16,500.00	\$15,675.00	\$825.00		\$16,500.00	100.00%	\$0.00	\$1,650.00
10	Millwork	\$34,000.00	\$3,400.00			\$3,400.00	10.00%	\$30,600.00	\$340.00
11	Doors, Frames & Hardwares	\$63,000.00	\$31,500.00			\$31,500.00	50.00%	\$31,500.00	\$3,150.00
12	Drywall	\$9,000.00	\$450.00	\$4,000.00		\$4,450.00	49.44%	\$4,550.00	\$445.00
13	Taping	\$10,000.00				\$0.00		\$10,000.00	\$0.00
14	Acoustic Ceiling	\$24,000.00			\$16,800.00	\$16,800.00	70.00%	\$7,200.00	\$1,680.00
15	Carpet	\$57,000.00				\$0.00		\$57,000.00	\$0.00
16	Painting	\$9,100.00				\$0.00		\$9,100.00	\$0.00
17	Movable Wall	\$30,000.00				\$0.00		\$30,000.00	\$0.00
18	Signage	\$2,800.00				\$0.00		\$2,800.00	\$0.00
19	Appliances	\$16,000.00				\$0.00		\$16,000.00	\$0.00
20	Furniture	\$86,000.00				\$0.00		\$86,000.00	\$0.00
21	Fire Suppression	\$13,400.00				\$0.00		\$13,400.00	\$0.00
22	Plumbing	\$23,000.00	\$11,500.00	\$4,000.00		\$15,500.00	67.39%	\$7,500.00	\$1,550.00
23	Mechanical	\$33,000.00	\$3,300.00	\$15,000.00		\$18,300.00	55.45%	\$14,700.00	\$1,830.00
24	Electrical	\$157,500.00	\$28,350.00	\$25,000.00		\$53,350.00	33.87%	\$104,150.00	\$5,335.00
25	Bond	\$8,000.00	\$8,000.00			\$8,000.00	100.00%	\$0.00	\$800.00
26									
27									
	GRAND TOTALS	\$812,500.00	\$145,275.00	\$100,630.00	\$16,800.00	\$262,705.00	32%	\$549,795.00	\$26,270.50

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

**State of Illinois
GRANT REQUIREMENTS FOR
BUSINESS ENTERPRISE PROGRAM PARTICIPATION**

PARTIAL LIEN WAIVER

STATE OF IL)
COUNTY OF Cook)
ss)

TO WHOM IT MAY CONCERN:
Whereas the undersigned has been employe

To furnish for the premise known as: **Bensenville Senior Buildout**
DCEO Project: **Bensenville Senior Buildout**
Project Grant #: **HD200112**

of which the State of Illinois, acting through: **The Village of Bensenville** (Grantee Name), is the owner.

The undersigned, for and in consideration of

One Hundred Thirty Thousand Seven Hundred Forty Seven 5/(\$ 130,747.50) Dollars.

and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to Liens Against Public Funds on the monies, bonds or warrants due or to become due from the State, on account of labor, services, material, fixtures, apparatus or machinery heretofore furnished by the undersigned for the above-described premises.

Given under my/our hand and seal

24 th	day of	April, 2023
ASIF ALI KHAN		
Official Seal		
Notary Public - State of Illinois		
My Commission Expires Mar 9, 2026		
(Affix Corporate Seal Here)		

ATTEST: John Doe
(Signature of Secretary of Corporation)

Empire Construction
(Company Name)

(Signature)
ITS: President
(Title)



This document must bear the signature of two authorized agents of the corporation. If there is only one corporate officer to sign, the signature must be notarized.

WAIVER OF LIEN PROCEDURES

Definitions:

CONTRACTOR. Contractor is the individual, partnership, firm, corporation, or other business entity entering into the Contract to perform the Work under the Contract Documents and is identified as such in the Owner-Contractor Agreement.

SUBCONTRACTOR. Subcontractor is a party having a direct contract with the Contractor to perform any of the Work.

SUB-SUBCONTRACTOR. Sub-Subcontractor is a party having a direct or indirect contract with a Subcontractor to perform any of the Work.

SUPPLIER. Supplier is a party having a direct contract with the Contractor, Subcontractor, or Sub-subcontractor to furnish material or equipment for the Work.

Partial Lien Waivers:

1. The Contractor's partial lien waiver, for the full amount of the payment, shall accompany the first payment application. Each subsequent payment application shall be accompanied by the Contractor's partial waiver, and by partial waivers from all subcontractors and suppliers who were included in the immediately preceding payment application, to the extent of that payment.
2. Lien waivers from the Contractor and all subcontractors and suppliers shall accompany the first payment application when the amount of payment exceeds 50% of the total contract sum.

Final Lien Waivers: The Contractor's request for final payment shall include:

1. The Contractor's Final Declaration.
2. Final lien waivers in the full amount of their contracts from all subcontractor and suppliers for which final lien waivers have not previously been submitted.

Use of DCEO Waiver Forms

All waivers shall be submitted on DCEO Forms. On special request, when the use of DCEO's form will result in the Contractor's inability to obtain a waiver, the project manager may allow the use of an alternate form.

Corporate seal is not a required element.

IMPORTANT NOTICE
DISCLOSURE OF THIS INFORMATION IS
MANDATORY IN ACCORDANCE WITH THE
STANDARD DOCUMENTS FOR CONSTRUCTION.
FAILURE TO COMPLETE THIS WILL PREVENT
PAYMENT FOR WORK COMPLETED AND/OR BE
A MATERIAL BREACH OF CONTRACT.



STATE OF ILLINOIS

COUNTY OF Cook

WAIVER OF LIEN TO DATE

Gty #

Escrow #

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Empire Construction Company

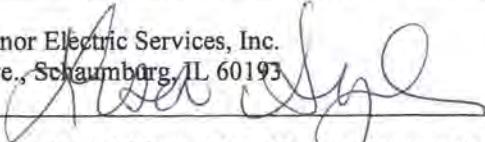
to furnish electrical work

for the premises known as Bensenville Senior Center Buildout - Village Hall, 12 S Center Street, Bensenville, IL
of which The Village of Bensenville is the owner.

THE undersigned, for and in consideration of Twenty five thousand five hundred fifteen dollars and no/100 (\$25,515.00) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises, **INCLUDING EXTRAS.***

DATE 4/12/2023 COMPANY NAME Connor Electric Services, Inc.

ADDRESS 649 Estes Ave., Schaumburg, IL 60193

SIGNATURE AND TITLE 

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF Cook

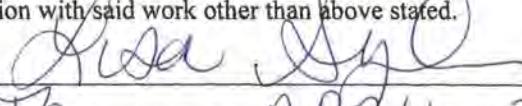
TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) Lisa Szlenk BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS (POSITION) President OF (COMPANY NAME) Connor Electric Services, Inc. WHO IS THE CONTRACTOR FURNISHING Electrical WORK ON THE BUILDING LOCATED AT 12 S Center Street, Bensenville, IL OWNED BY The Village of Bensenville

That the total amount of the contract including extras* is \$157,500.00 on which he or she has received payment of \$00.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
All labor, benefits and materials paid in full and delivered in our own trucks.	Electrical Work	\$157,500.00	\$0.00	\$25,515.00	\$131,985.00
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.		\$157,500.00	\$0.00	\$25,515.00	\$131,985.00

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE 4/12/2023SIGNATURE: 

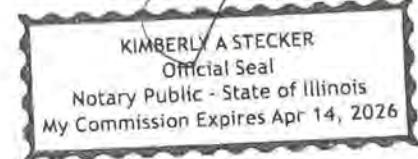
SUBSCRIBED AND SWORN TO BEFORE ME THIS

12th DAY OF APRIL 2023

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

f.1722 R5/96

Provided by Chicago Title Insurance Company



**State of Illinois
GRANT REQUIREMENTS FOR
BUSINESS ENTERPRISE PROGRAM PARTICIPATION**

PARTIAL LIEN WAIVER

STATE OF IL)
COUNTY OF Cook)
ss)

TO WHOM IT MAY CONCERN:
Whereas the undersigned has been employed by: Empire Construction
To furnish for the premise known as: DCEO Project: Bensenville Senior Buildout
Project Grant #: HD200112
of which the State of Illinois, acting through: The Village of Bensenville (Grantee Name), is the owner.

and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to Liens Against Public Funds on the monies, bonds or warrants due or to become due from the State, on account of labor, services, material, fixtures, apparatus or machinery heretofore furnished by the undersigned for the above-described premises.

Given under my/our hand and seal
this 12th day of April, 2023 *Kimberly A. S.*

Notary Public Seal for Kimberly A. Stecker, State of Illinois, Commission Expires April 14, 2026.

(Affix Corporate Seal Here)

ATTEST: _____
(Signature of Secretary of Corporation)

ITS: President (SEAL)
(Title)

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, name should be used, corporate seal (if any) affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

This document must bear the signature of two authorized agents of the corporation. If there is only one corporate officer to sign, the signature must be notarized.

WAIVER OF LIEN TO DATE

STATE OF ILLINOIS }
 COUNTY OF COOK } > ss
 } Gty # _____
 } Loan # _____

WHEREAS the undersigned has been employed by Empire Construction
 to furnish Plumbing
 for the premises known as 12 South Center Street, Bensenville, IL
 of which Village of Bensenville is the owner

The undersigned, for and in consideration of Ten Thousand Three Hundred Fifty Dollars and 00/00
\$ 10,350.00 Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged,
 do(es) hereby waive and release any and all lien or claim of, or right to lien, under the statutes of the state of Illinois, relating
 to mechanics' liens, with respect to and on said above described premises, and the improvements thereon, and on the material,
 fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the
 owner, on account of labor services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned
 for the above described premises, INCLUDING EXTRAS.

DATE 4/19/23 COMPANY NAME JB Plumbing, LLC
 ADDRESS 1257 Cobblestone Way, Unit B
 SIGNATURE AND TITLE 
 Woodstock, IL 60097
 President

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS }
 } > ss
 COUNTY OF COOK }

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME)	James Brzuskieicz	BEING DULY SWORN,
DEPOSES AND SAYS THAT HE OR SHE IS (POSITION)	President	OF THE (COMPANY)
JB Plumbing, LLC		
WHO IS THE CONTRACTOR FOR THE	Plumbing	WORK ON THE BUILDING
LOCATED AT	12 South Center Street, Bensenville, IL	
OWNED BY	Village of Bensenville	

That the total amount of the contract including extras is \$ 23,000.00 on which he has received payment of
\$ 0.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that
 there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who
 have furnished material or labor, or both for said work and all parties having contracts or sub contracts for specific portions of said
 work or for material entering into the construction thereof and the amount due or to become due to each, and that the items
 mentioned include all labor and material required to complete said work according to plans and specifications.

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
JB Plumbing, LLC	Plumbing	23,000.00	\$0.00	10,350.00	12,650.00
TOTAL LABOR AND MATERIAL TO COMPLETE		23,000.00	\$0.00	10,350.00	12,650.00

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for
 material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this 13th day of April 2022

Signature: 

Subscribed and sworn to before me this
 JENNIFER HEINRICH
 OFFICIAL SEAL
 Notary Public, State of Illinois
 My Commission Expires
 May 06, 2026

13th day of April 2022
 Jennifer Heinrich
 Notary Public

State of Illinois
GRANT REQUIREMENTS FOR
BUSINESS ENTERPRISE PROGRAM PARTICIPATION

PARTIAL LIEN WAIVER

STATE OF IL
COUNTY OF Cook }
 }ss

TO WHOM IT MAY CONCERN:

Whereas the undersigned has been employed by: Empire Construction

To furnish for the premise known as:

DCEO Project: Bensenville Senior Buildout
Project Grant #: HD200112

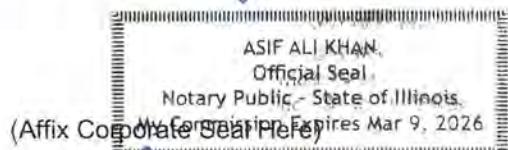
of which the State of Illinois, acting through: The Village of Bensenville (Grantee Name), is the owner.

The undersigned, for and in consideration of

Two Thousand Nine Hundred Seventy & 00/100 (\$ 2,970.00) Dollars,

and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to Liens Against Public Funds on the monies, bonds or warrants due or to become due from the State, on account of labor, services, material, fixtures, apparatus or machinery heretofore furnished by the undersigned for the above-described premises.

Given under my/our 5:01 PM hand and seal
this 3rd day of May 2023



ATTEST:

(Signature of Secretary of Corporation)

Thermo-Pol, Inc
(Company Name)

(Signature)

ITS: Owner
(Title)



NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, name should be used, corporate seal (if any) affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

This document must bear the signature of two authorized agents of the corporation. If there is only one corporate officer to sign, the signature must be notarized.



STATE OF ILLINOIS

WAIVER OF LIEN TO DATE

Gty #

COUNTY OF ILLINOIS

Escrow #

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Empire Construction to furnish Mechanical/HVAC Work for the premises known as Bensenville Senior Center Buildout - 12 S Center Street, Bensenville, IL 60106 of which Village of Bensenville is the owner.

THE undersigned, for and in consideration of Two Thousand Nine Hundred Seventy Dollars and 00/100 Cents (\$2,970.00) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE COMPANY NAME Thermo-Pol, Inc

5/3/2023 ADDRESS 975 Criss Circle, Elk Grove Village, IL 60007

SIGNATURE AND TITLE X

Michael Mack Menger

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF ILLINOIS

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) Michael Mack AND SAYS THAT HE OR SHE IS (POSITION) (COMPANY NAME) Thermo-Pol WHO IS THE CONTRACTOR FURNISHING Mechanical WORK ON THE BUILDING LOCATED AT Bensenville Senior Center Buildout - 12 S Center Street, Bensenville, IL 60106 OWNED BY Village of Bensenville

That the total amount of the contract including extras* is \$33,000.00 on which he or she has received payment of \$0.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Thermo-Pol	Mechanical/HVAC	33,000.00	0.00	2,970.00	30,030.00
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.		33,000.00	0.00	2,970.00	30,030.00

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE 5/3/2023

SIGNATURE: X

SUBSCRIBED AND SWORN TO BEFORE ME THIS

3rd

DAY OF

May ASIF ALI KHAN
Official Seal

2023

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

ASIF ALI KHAN
Notary Public - State of Illinois
My COMMISSION EXPIRES May 2025
Signature

State of Illinois
GRANT REQUIREMENTS FOR
BUSINESS ENTERPRISE PROGRAM PARTICIPATION

PARTIAL LIEN WAIVER

STATE OF **IL**)
COUNTY OF **Cook**)
)ss

TO WHOM IT MAY CONCERN:

Whereas the undersigned has been employed by: **The Village of Bensenville**

To furnish for the premise known as:

DCEO Project: **Bensenville Senior Buildout**
Project Grant #: **HD200112**

of which the State of Illinois, acting through: **The Village of Bensenville** (Grantee Name), is the owner.

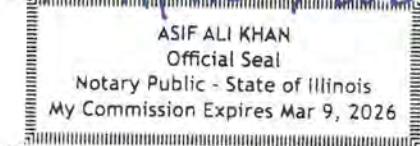
The undersigned, for and in consideration of

One Hundred Five Thousand Six Hundred Eighty Seven And 00 (\$ 105,687.00) Dollars,

and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to Liens Against Public Funds on the monies, bonds or warrants due or to become due from the State, on account of labor, services, material, fixtures, apparatus or machinery heretofore furnished by the undersigned for the above-described premises.

Given under my/our 2:41 PM hand and seal

this 24th day of April, 2023



ATTEST:

Ali Khan (Signature of Secretary of Corporation)

Empire Construction
(Company Name)

John J. Khan
(Signature)

ITS: President
(Title)



NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, name should be used, corporate seal (if any) affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

This document must bear the signature of two authorized agents of the corporation. If there is only one corporate officer to sign, the signature must be notarized.



STATE OF ILLINOIS

COUNTY OF ILLINOIS

WAIVER OF LIEN TO DATE

Gty #

Escrow #

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Village of Bensenville to furnish Carpentry Work for the premises known as Bensenville Senior Center Buildout - 12 S Center Street, Bensenville, IL 60106 of which Village of Bensenville is the owner.

THE undersigned, for and in consideration of One Hundred Five Thousand Six Hundred Eighty Seven Dollars and 00/100 Cents

(\$105,687.00) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE 04/19/2023

COMPANY NAME Empire Construction Company

ADDRESS 214 W OHIO STREET, 4th FLOOR, CHICAGO, IL 60654

SIGNATURE AND TITLE

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF ILLINOIS

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) LUBNA KHAN BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS (POSITION) PRESIDENT OF (COMPANY NAME) EMPIRE CONSTRUCTION COMPANY WHO IS THE CONTRACTOR FURNISHING Carpentry Work WORK ON THE BUILDING LOCATED AT Bensenville Senior Center Buildout - 12 S Center Street, Bensenville, IL 60106 OWNED BY Village of Bensenville

That the total amount of the contract including extras* is \$812,500.00 on which he or she has received payment of \$130,747.50 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Empire Construction Company	Carpentry Work	595,000.00	91,912.50	62,487.00	440,600.50
JB Plumbing	Plumbing	23,000.00	10,350.00	3,600.00	9,050.00
Conner Electrical	Electrical	157,500.00	25,515.00	22,500.00	109,485.00
Thermo-Pol	Mechanical	33,000.00	2,970.00	13,500.00	16,530.00
Cletus	Masonry	4,000.00	0.00	3,600.00	400.00
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.		812,500.00	130,747.50	105,687.00	576,065.50

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE 4/19/2023SIGNATURE: Lubna Khan

SUBSCRIBED AND SWORN TO BEFORE ME THIS

19th DAY OF April 2023
 Notary Public - State of Illinois
 My Commission Expires Mar 9, 2026
 ASIF ALI KHAN
 NOTARY PUBLIC

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

APPLICATION AND CERTIFICATION FOR PAYMENT

Contractor: Empire Construction

Project: Bensenville Senior Center Buildout

Application Number: 1

Distribute to:

Period to: 30-Apr

Owner

Project No.s: 23002

Architect

Invoice No.: 14413

Contractor

Contract Date: 1/17/2023

From Contractor: Connor Electric Services, Inc. Via Architect:

Contract For: Electrical work

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.....	\$157,500.00
2. Net change by Change Orders.....	\$0.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2).....	\$157,500.00
4. TOTAL COMPLETED & STORED TO DATE..... (Column G on G703)	\$28,350.00
5. RETAINAGE: a. 10% of Completed Work (Column D + E on G703)	\$2,835.00
b. 10% of Stored Material (Column F on G703)	\$0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703).....	\$2,835.00
6. TOTAL EARNED LESS RETAINAGE..... (Line 4 less Line 5 Total)	\$25,515.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate).....	\$0.00
8. CURRENT PAYMENT DUE.....	\$25,515.00
9. BALANCE TO FINISH INCLUDING RETAINAGE... (Line 3 less Line 6)	\$131,985.00

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	

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.

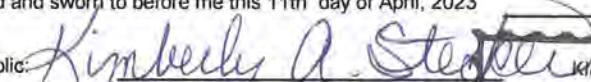
CONTRACTOR: Connor Electric Services, Inc.

By:  Date: 4/11/2023

State of: Illinois

County of: Cook

Subscribed and sworn to before me this 11th day of April, 2023

Notary Public: 
My Commission expires: 4/14/2026

KIMBERLY A STECKER

Official Seal

Notary Public - State of Illinois
My Commission Expires Apr 14, 2026

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 \$25,515.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the 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 prejudice to any rights of the Owner or Contractor under this Contract.

AIA Document G703 - 1992

Continuation Sheet

Page 2 of 2 pages

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT
containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: Application Number:

1

APPLICATION DATE: 4/30/2023

PERIOD TO: Period to:

PROJECT MANAGER:

A	B	C	D	E	F	G		H	I
						WORK COMPLETED			
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	PRESENTLY STORED (NOT IN D OR E)	COMPLETED AND STORED TO DATE (D + E + F)	(G / C)	BALANCE TO FINISH (G - C)	RETAINAGE (IF VARIABLE RATE)
1	Electrical Work Contract	\$157,500.00	\$0.00	\$28,350.00	\$0.00	\$28,350.00	18%	\$129,150.00	\$2,835.00
2									
3									
4									
	GRAND TOTALS	\$157,500.00	\$0.00	\$28,350.00	\$0.00	\$28,350.00	18%	\$129,150.00	\$2,835.00

APPLICATION AND CERTIFICATE FOR PAYMENT

TO : Empire Construction
214 W. Ohio Street, 4th Floor
Chicago, IL 60654

PROJECT: Senior Center Buildout - Village Hall
12 South Center Street
Bensenville, IL 60106

From (Contractor):
JB Plumbing, LLC
1257 Cobblestone Way, Unit B
Woodstock, IL 60098

CONTRACTOR'S APPLICATION FOR PAYMENT

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY

Change Orders previously approved
by owner

TOTAL

DEDUCTIONS

Approved this Draw Period

Number Date Approved

TOTAL

0.00

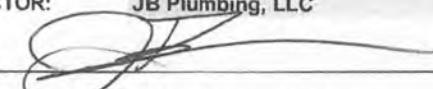
Net change by Change Orders

\$0.00

The undersigned Contractor certifies that to the best of his 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 him 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: JB Plumbing, LLC

By:



April 12, 2023

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AIA DOCUMENT G702, APPLICATION AND CERTIFICATE FOR PAYMENT, APRIL 1992 EDITION. AIA..@1992

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006

AIA DOCUMENT G702

Application Date:

4/11/2023

PAGE 1 OF 2

Purchase Order Number:

PERIOD TO: 2/28/2023
Pay Application: 1

Distribution to:

OWNER

ARCHITECT
CONTRACTOR

Project Number:
Bid Number:
Release Number:

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

1. ORIGINAL CONTRACT SUM.....	\$23,000.00
2. Net change by Change Orders.....	\$0.00
3. CONTRACT SUM TO DATE.....	\$23,000.00
4. TOTAL COMPLETED & STORED TO DATE..... (Column G on G703)	11,500.00
5. RETAINAGE 10% (Column D+E on G703)	1,150.00
b. ____ % of Stored Material..... (Column F on G703)	
Total Retainage (Line 5a + 5b or Total in Column I of G703).....	\$1,150.00
6. TOTAL EARNED LESS RETAINAGE..... (Line 4 less Line 5 Total)	\$10,350.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.... (Line 6 from Prior Certificate)	\$0.00
8. CURRENT PAYMENT DUE..... (Line 3 less Line 6)	\$10,350.00
9. Balance to Finish.....	\$12,650.00

State of: Illinois County of: Cook

Subscribed and sworn to before me this 12th day of February 2023



JENNIFER HEINRICH
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
May 06, 2026

Notary Public: Jennifer Heinrich

My Commission expires: May 6, 2024

AMOUNT CERTIFIED.....

(Attach explanation if amount certified differs from the amount applied for)

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.

JB Plumbing, LLC
1257 Cobblestone Way, Unit B
Woodstock, IL 60098

Senior Center Buildout - Village Hall
12 South Center Street
Bensenville, IL 60106
Bid Number :

PAY APPLICATION:
APPLICATION DATE: 4/11/2023
PERIOD TO: 2/28/2023

ARCHITECT'S PROJECT NO:

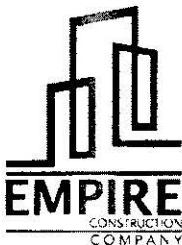
A ITEM No.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D Previous Applications	E		F Work In Place	G		H BALANCE TO FINISH (C-G)	I RETAINAGE			
				WORK COMPLETED			This Application						
				Work In Place	Stored Materials (not in D or E)		Work In Place	Stored Materials (not in D or E)					
1	Submittals / Approvals / Procurement												
2	Installation of underground/Rough Plumbing	\$ 23,000.00		\$0.00	\$11,500.00			11,500.00	50.00%	11,500.00			
3				\$0.00	\$0.00				-	#DIV/0!			
4				\$0.00	\$0.00				-	#DIV/0!			
5				\$0.00	\$0.00				-	#DIV/0!			
6										-			
7										-			
8				\$0.00	\$0.00				-	#DIV/0!			
11				\$0.00	\$0.00				-	#DIV/0!			
10				\$0.00	\$0.00				-	#DIV/0!			
12				\$0.00	\$0.00				-	#DIV/0!			
13										-			
14				\$0.00	\$0.00				-	#DIV/0!			
15				\$0.00	\$0.00				-	#DIV/0!			
16				\$0.00	\$0.00				-	#DIV/0!			
17										-			
18				\$0.00	\$0.00				-	#DIV/0!			
22										-			
23										-			
24				\$0.00	\$0.00				-	#DIV/0!			
25				\$0.00	\$0.00				-	#DIV/0!			
26				\$0.00	\$0.00				-	#DIV/0!			
27										-			
28				\$0.00	\$0.00				-	#DIV/0!			
29				\$0.00	\$0.00				-	#DIV/0!			
30				\$0.00	\$0.00				-	#DIV/0!			
31				\$0.00	\$0.00				-	#DIV/0!			
Totals:		23,000.00		-	11,500.00		-	11,500.00	50%	11,500.00			
										1,150.00			

Thermo-Pol Inc

975 Criss Circle
Elk Grove Village, IL 60007Senior Center Buildout - Village Hall
12 South Center Street
Bensenville, IL 60106
Bid Number :PAY APPLICATION: 1
APPLICATION DATE: 4/11/2023
PERIOD TO: 2/28/2023

ARCHITECT'S PROJECT NO:

A ITEM No.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D Previous Applications	E	F	G		H	I
				WORK COMPLETED		This Application		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)
				Work In Place	Stored Materials (not in D or E)				
1	Submittals / Approvals / Procurement								
2	HVAC/Mechanical	\$ 33,000.00	\$0.00	\$3,300.00			10.00%	\$29,700.00	\$330.00
3			\$0.00	\$0.00			#DIV/0!		
4			\$0.00	\$0.00			#DIV/0!		
5			\$0.00	\$0.00			#DIV/0!		
6									
7									
8			\$0.00	\$0.00			#DIV/0!		
11			\$0.00	\$0.00			#DIV/0!		
10			\$0.00	\$0.00			#DIV/0!		
12			\$0.00	\$0.00			#DIV/0!		
13									
14			\$0.00	\$0.00			#DIV/0!		
15			\$0.00	\$0.00			#DIV/0!		
16			\$0.00	\$0.00			#DIV/0!		
17									
18			\$0.00	\$0.00			#DIV/0!		
22									
23									
24			\$0.00	\$0.00			#DIV/0!		
25			\$0.00	\$0.00			#DIV/0!		
26			\$0.00	\$0.00			#DIV/0!		
27									
28			\$0.00	\$0.00			#DIV/0!		
29			\$0.00	\$0.00			#DIV/0!		
30			\$0.00	\$0.00			#DIV/0!		
31			\$0.00	\$0.00			#DIV/0!		
Totals:		33,000.00	\$0.00	3,300.00	-	-	10%	29,700.00	330.00

**Bill To**

Bensenville
12 S. Center St
Bensenville, IL

Empire Construction Company

214 W Ohio Street, 4th Floor
Chicago, IL 60654
Phone: (312) 374-3388
Email: zcunningham@empire-construct.com
Fax: (312) 895-3022
Web: www.empire-construct.com/

Payment terms 30 Days
Invoice # 22
Date 05/23/2023
Business / Tax # 81-1532914
Bensenville Senior Center Project

Description	Total
Furniture	\$40,000.00
--Furniture upgrades deposit	
Subtotal	\$40,000.00
Total	\$40,000.00

Base Bid Exclusions & Clarifications:

- **Union Labor only
- **No premium hours included
- **No permit cost included
- **Dumpster to be provided by others
- **Any work not included above
- **Estimate is good for 30 days

By signing this document, the customer agrees to the services and conditions outlined in this document.