



12 South Center Street  
Bensenville, IL 60106

Office: 630.350.3404  
Fax: 630.350.3438  
[www.bensenville.il.us](http://www.bensenville.il.us)

#### VILLAGE BOARD

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Frank DeSimone

##### Board of Trustees

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Marie T. Frey

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Nancy Blinn

##### Village Manager

Evan K. Summers

June 14, 2023

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."*

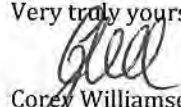
Your FOIA is hereby granted with the enclosed records. Social Security Numbers, Home Addresses and Personal Phone Numbers have been redacted.

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." 5ILCS 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](mailto: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

**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 Facsimile: (630) 350-3438

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

<u>6/9/23</u>	<u>6/16/23</u>	<u>6/23/23</u>	<u>HO-</u>	<u>6/14/23</u>
Date Request Received	Date Response Due	Date Extended Response Due	Total Charges	Date Documents Copied or Inspected

Received by Employee: \_\_\_\_\_



Bond No. 7446428

# Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

## Performance Bond

**CONTRACTOR:**

(Name, legal status and address)

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

**SURETY:**

(Name, legal status and principal place of business)

Old Republic Surety Company  
P. O. Box 1635  
Milwaukee, WI 53201-1635  
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**

(Name, legal status and address)

Village of Bensenville  
12 South Center Street  
Bensenville, IL 60106

1411 Opus Place, Suite 450

Downers Grove, IL 60515

**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 16

**CONTRACTOR AS PRINCIPAL**

Company:

(Corporate Seal)

Empire Construction Company

**SURETY**

Company:

(Corporate Seal)

Old Republic Surety Company

Signature: \_\_\_\_\_

Name

and Title:

Signature: \_\_\_\_\_

Name

and Title: Attorney-in-Fact



(Any additional signatures appear on the last page of this Performance 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 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

### SURETY:

(Name, legal status and principal place of business)

Old Republic Surety Company  
P. O. Box 1635  
Milwaukee, WI 53201-1635  
Mailing Address for Notices

1411 Opus Place, Suite 450

Downers Grove, IL 60515

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### 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:

(Corporate Seal)

Old Republic Surety Company

Signature: \_\_\_\_\_

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



(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 \_\_\_\_\_

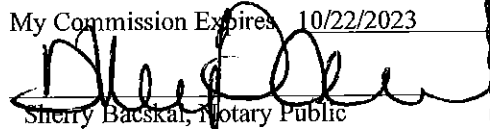
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Name and Title: \_\_\_\_\_  
Address \_\_\_\_\_

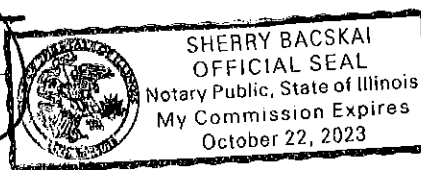
State of Illinois }  
                              } ss.  
County of DuPage }

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.

My Commission Expires 10/22/2023

  
Sherry Bacskai, Notary Public





# 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.

*Karen J. Halfner*

Assistant Secretary



OLD REPUBLIC SURETY COMPANY

*Alan Pavlic*

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 20th day of September, 2022, personally came before me, Alan Pavlic and Karen J. Halfner, 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.



*Kathryn R. Pearson*

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.

*Karen J. Halfner*

Assistant Secretary



**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](http://www.TriaArchitecture.com)

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

Date: **April 13, 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 #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,

C.C.:

Thomas R. Szurgot, AIA, LEED AP



# 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

PAGE ONE OF

PAGES

APPLICATION NO: 1

PERIOD TO: 2/28/2023

PROJECT NOS: 22-044

CONTRACT DATE: 1/17/2023

Distribution to:

<input type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

## 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: ASIF ALI KHAN Date: 3/30/2023  
State of: Illinois County of: Cook  
Subscribed and sworn to before me this 30th day of March, 2023  
Notary Public: ASIF ALI KHAN My Commission Expires Mar 9, 2026  
My Commission expires: March 9th 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: ASIF ALI KHAN 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 & Hardware	\$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

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

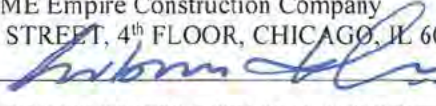
THE undersigned, for and in consideration of One Thirty Thousand Seven Hundred Forty Seven Dollars and 50/100 Cents (\$130,747.50) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, 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, 4<sup>th</sup> 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 INCLD 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:

SUBSCRIBED AND SWORN TO BEFORE ME THIS

30<sup>th</sup>

DAY OF

March

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





# Certified Payroll Report

Report Period: All dates



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

**Project:** Bensenville Senior Center Bulldout  
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  
[REDACTED]      Wages      Add Ons      Deduct      Net  
[REDACTED]      416.08      0.00      82.22      333.86  
Phone: [REDACTED]      Heritage: Hispanic/Latino (any race)      Gender: Male

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  
[REDACTED]      Wages      Add Ons      Deduct      Net  
[REDACTED]      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	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  
[REDACTED]      Wages      Add Ons      Deduct      Net  
[REDACTED]      1,864.32      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	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  
[REDACTED]      Wages      Add Ons      Deduct      Net  
[REDACTED]      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	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  
[REDACTED]      Wages      Add Ons      Deduct      Net  
[REDACTED]      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	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  
[REDACTED]      Wages      Add Ons      Deduct      Net  
[REDACTED]      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	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  
 [REDACTED]      Wages      Add Ons      Deduct      Net  
 [REDACTED]      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	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  
 [REDACTED]      Wages      Add Ons      Deduct      Net  
 [REDACTED]      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	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  
 [REDACTED]      Wages      Add Ons      Deduct      Net  
 [REDACTED]      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	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      Other  
Micheal Ramirez      95.49      162.16      61.79      0.00      49.93  
[REDACTED]      Wages      Add Ons      Deduct      Net  
[REDACTED]      1,248.24      0.00      369.37      878.87  
Phone:      Heritage: Hispanic/Latino (any race)      Gender: Male

Date	Trade	Type	[----- Wages -----]			[----- Benefits -----]			
			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      Other  
Adam Tracy      159.18      214.67      103.00      0.00      83.23  
[REDACTED]      Wages      Add Ons      Deduct      Net  
[REDACTED]      2,080.74      0.00      560.08      1,520.66  
Phone:      Heritage: White (not Hispanic/Latino)      Gender: Male

Date	Trade	Type	[----- Wages -----]			[----- Benefits -----]			
			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      Other  
Virgilio Antunez      132.22      164.78      85.55      0.00      69.13  
[REDACTED]      Wages      Add Ons      Deduct      Net  
[REDACTED]      1,728.32      0.00      451.68      1,276.64  
Phone: [REDACTED]      Heritage: Hispanic/Latino (any race)      Gender: Male

Date	Trade	Type	[----- Wages -----]			[----- Benefits -----]			
			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      44.55      53.54      28.83      0.00      23.30  
 [REDACTED]      Wages      Add Ons      Deduct      Net  
 [REDACTED]      582.40      0.00      150.22      432.18  
 Phone: [REDACTED]      Heritage: Hispanic/Latino (any race)      Gender: Male  
 [----- Wages -----]      [----- Benefits -----]  

Date	Trade	Type	Hours	Rate	Base	Vacation	Pension	Health	Other
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      127.32      253.70      82.38      0.00      66.57  
 [REDACTED]      Wages      Add Ons      Deduct      Net  
 [REDACTED]      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
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      63.67      57.26      41.20      0.00      33.29  
 [REDACTED]      Wages      Add Ons      Deduct      Net  
 [REDACTED]      832.30      0.00      195.42      636.88  
 Phone: [REDACTED]      Heritage: White (not Hispanic/Latino)      Gender: Male  
 [----- Wages -----]      [----- Benefits -----]  

Date	Trade	Type	Hours	Rate	Base	Vacation	Pension	Health	Other
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      165.27      232.19      106.94      0.00      86.42  
 [REDACTED]      Wages      Add Ons      Deduct      Net  
 [REDACTED]      2,160.40      0.00      590.82      1,569.58  
 Phone: [REDACTED]      Heritage: Hispanic/Latino (any race)      Gender: Male  
 [----- Wages -----]      [----- Benefits -----]  

Date	Trade	Type	Hours	Rate	Base	Vacation	Pension	Health	Other
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

Continued...

Report Period: All dates



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      Other  
 Enrique Camargo      75.59      75.94      48.91      0.00      39.52  
 [REDACTED]      Wages      Add Ons      Deduct      Net  
 [REDACTED]      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      Other  
 Juan Daniel J Camargo      75.59      104.91      48.91      0.00      39.52  
 [REDACTED]      Wages      Add Ons      Deduct      Net  
 [REDACTED]      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      Other  
 Micheal Ramirez      63.66      83.51      41.19      0.00      33.29  
 [REDACTED]      Wages      Add Ons      Deduct      Net  
 [REDACTED]      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: 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  
 [REDACTED]      Wages      Add Ons      Deduct      Net  
 [REDACTED]      2,340.00      0.00      938.33      1,401.67  
 Phone:      Heritage: White (not Hispanic/Latino)      Gender: Male  
 [----- Wages -----]      [----- Benefits -----]  
**Date      Trade      Type      Hours      Rate      Base      Vacation      Pension      Health      Other**  
 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  
 [REDACTED]      Wages      Add Ons      Deduct      Net  
 [REDACTED]      884.00      0.00      210.21      673.79  
 Phone: [REDACTED]      Heritage: Hispanic/Latino (any race)      Gender: Male  
 [----- Wages -----]      [----- Benefits -----]  
**Date      Trade      Type      Hours      Rate      Base      Vacation      Pension      Health      Other**  
 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  
 [REDACTED]      Wages      Add Ons      Deduct      Net  
 [REDACTED]      884.00      0.00      236.48      647.52  
 Phone: [REDACTED]      Heritage: Hispanic/Latino (any race)      Gender: Male  
 [----- Wages -----]      [----- Benefits -----]  
**Date      Trade      Type      Hours      Rate      Base      Vacation      Pension      Health      Other**  
 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  
 [REDACTED]      Wages      Add Ons      Deduct      Net  
 [REDACTED]      2,028.39      0.00      672.38      1,356.01  
 Phone:      Heritage: Hispanic/Latino (any race)      Gender: Male  
 [----- Wages -----]      [----- Benefits -----]  
**Date      Trade      Type      Hours      Rate      Base      Vacation      Pension      Health      Other**  
 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

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

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  
 [REDACTED] Heritage: Hispanic/Latino (any race) Gender: Male

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  
 [REDACTED]      Wages      Add Ons      Deduct      Net  
 [REDACTED]      1,609.60      0.00      458.02      1,151.58  
 Phone: [REDACTED]      Heritage: Hispanic/Latino (any race)      Gender: Male

		[----- Wages -----]			[----- Benefits -----]			
Date	Trade	Type	Hours	Rate	Base	Vacation	Pension	Health      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  
 [REDACTED]      Wages      Add Ons      Deduct      Net  
 [REDACTED]      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
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  
 [REDACTED]      Wages      Add Ons      Deduct      Net  
 [REDACTED]      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
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](http://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,

C.C.:

Thomas R. Szurgot, AIA, LEED AP



**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

PAGE ONE OF

PAGES

APPLICATION NO: 2

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: [Signature] Date: 4/19/2023

State of: Illinois County of: Cook  
Subscribed and sworn to before me this day of  
Notary Public: [Signature]  
My Commission Expires: March 9th 2026

**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 1 OF 1 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)	H % (G ÷ C)	I BALANCE TO FINISH (C - G)	J 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 & Hardware	\$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

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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 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 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 4:00 PM hand and seal

this 24<sup>th</sup> 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:

(Signature of Secretary of Corporation)

Empire Construction

(Company Name)

(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.



## 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.

<p style="text-align: center;"><b>IMPORTANT NOTICE</b></p> <p>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.</p>
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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 4/12/2023

SIGNATURE: Lisa Szlenk

SUBSCRIBED AND SWORN TO BEFORE ME THIS

12<sup>TH</sup>

DAY OF

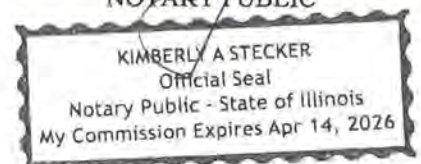
APRIL 2023

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

NOTARY PUBLIC

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.

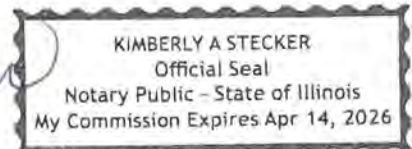
The undersigned, for and in consideration of

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 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. Stecker*



Connor Electric Services, Inc.

(Company Name)

(Signature)

(Affix Corporate Seal Here)

ATTEST: \_\_\_\_\_  
(Signature of Secretary of Corporation)

ITS: \_\_\_\_\_ (SEAL)  
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.



# WAIVER OF LIEN TO DATE

STATE OF ILLINOIS

}  
> SS  
}

COUNTY OF COOK

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 00/100

\$ 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

Woodstock, IL 60097

SIGNATURE AND TITLE



President

## CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

}  
> SS  
}

COUNTY OF COOK

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME)

James Brzuskiwicz

DEPOSES AND SAYS THAT HE OR SHE IS (POSITION)

President

BEING DULY SWORN,  
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

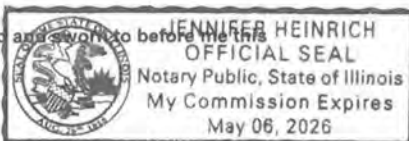
April

2022

Signature:



Subscribed and sworn to before me this

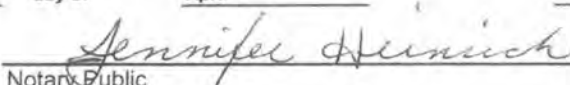


13th

day of

April

2022

  
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:

*Ali Khan*  
(Signature of Secretary of Corporation)

Thermo-Pol, Inc

(Company Name)

*Michael McE...*  
(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

COUNTY OF ILLINOIS

WAIVER OF LIEN TO DATE

Gty #

Escrow #

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Empire Construction  
to furnish Mechanical/HVAC Workfor 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 5/3/2023 COMPANY NAME Thermo-Pol, Inc

ADDRESS 975 Criss Circle, Elk Grove Village, IL 60007

SIGNATURE AND TITLE X Michael Mack Manager

\*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 BEING DULY SWORN, DEPOSES  
AND SAYS THAT HE OR SHE IS (POSITION) OF(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

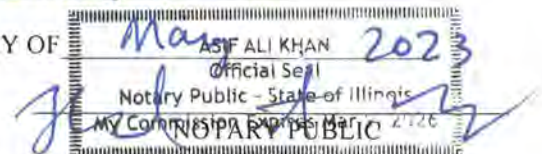
That the total amount of the contract including extras\* is \$33,000.00 on which he or she has received payment of \$0.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of 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 INCLDNG 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 5/3/2023SIGNATURE: X Michael MackSUBSCRIBED AND SWORN TO BEFORE ME THIS 3rd

DAY OF

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

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** (\$ **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)

(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, 4<sup>th</sup> 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  
\$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 4/19/2023

SIGNATURE:

SUBSCRIBED AND SWORN TO BEFORE ME THIS

19<sup>th</sup>

DAY OF

April 2023

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

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



# APPLICATION AND CERTIFICATION FOR PAYMENT

<b>Contractor:</b> Empire Construction  <b>From Contractor:</b> Connor Electric Services, Inc	<b>Project:</b> Bensenville Senior Center Buildout  Via Architect:	<b>Application Number:</b> 1 <b>Period to:</b> 30-Apr <b>Project No.s:</b> 23002 <b>Invoice No.:</b> 14413 <b>Contract Date:</b> 1/17/2023	<b>Distribute to:</b> <input type="checkbox"/> Owner <input type="checkbox"/> Architect <input type="checkbox"/> Contractor
<b>Contract For:</b> 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.....	\$28,350.00
(Column G on G703)	
5. RETAINAGE:	
a. 10% of Completed Work	\$2,835.00
(Column D + E on G703)	
b. 10% of Stored Material	\$0.00
(Column F on G703)	
Total Retainage (Lines 5a + 5b or	
Total in Column I of G703).....	
	\$2,835.00
6. TOTAL EARNED LESS RETAINAGE.....	\$25,515.00
(Line 4 less Line 5 Total)	
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...	\$131,985.00
(Line 3 less Line 6)	

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
<b>TOTALS</b>	\$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: Alisa Lyle Date: 4/11/2023

State of: Illinois

County of: Cook

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

Notary Public:

Kimberly A. Stecker

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:

APPLICATION DATE: 4/30/2023

PERIOD TO: Period to:

PROJECT MANAGER:

1

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

**Distribution to:**

Project Number:  
Bid Number :  
Release Number:

### CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

**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: **1**  
APPLICATION DATE: 4/11/2023  
PERIOD TO: 2/28/2023

ARCHITECT'S PROJECT NO:

ARCHITECT'S PROJECT NO.										
A	B	C	D	E	F	G		H	I	
ITEM No.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED			TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE	
			Previous Applications	This Application						
				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	\$1,150.00	
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	



PAGE 1 OF 2

**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

Purchase Order Number :

**Distribution to:**

**From (Contractor):**  
Thermo-Pol Inc  
975 Criss Circle  
Elk Grove Village, IL 60007

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

OWNER

ARCHITECT  
CONTRACTOR

Project Number:  
Bid Number :  
Release Number:

## CONTRACTOR'S APPLICATION FOR PAYMENT

## CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders previously approved by owner			DEDUCTIONS
TOTAL			
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: Thermo-Pol, Inc

By: X Michael West Date: 5/3/23

## 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

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

1. ORIGINAL CONTRACT SUM.....	\$33,000.00
2. Net change by Change Orders.....	\$0.00
3. CONTRACT SUM TO DATE.....	\$33,000.00
4. TOTAL COMPLETED & STORED TO DATE.....	3,300.00
(Column G on G703)	
5. RETAINAGE	
10%	330.00
(Column D+E on G703)	
b. _____% of Stored Material.....	
(Column F on G703)	
Total Retainage (Line 5a + 5b or Total in Column I of G703.....	\$330.00
6. TOTAL EARNED LESS RETAINAGE.....	\$2,970.00
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT....	\$0.00
(Line 6 from Prior Certificate)	
8. CURRENT PAYMENT DUE.....	\$2,970.00
9. Balance to Finish.....	\$29,700.00
(Line 3 less Line 6)	

State of: Illinois County of: Cook

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

ASIF ALI KHAN  
Official Seal

**Notary Public:**

Notary Public - State of Illinois

My Commission expires: March 8th 2026 My Commission Expires Mar 9, 2026

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.

**Thermo-Pol Inc**  
975 Criss Circle  
Elk Grove Village, IL 60007

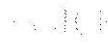
**Senior Center Buildout - Village Hall**  
12 South Center Street  
Bensenville, IL 60106  
**Bid Number :**

PAY APPLICATION: **1**  
APPLICATION DATE: 4/11/2023  
PERIOD TO: 2/28/2023

ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM No.	DESCRIPTION OF WORK	SCHEDULED VALUE	Previous Applications	WORK COMPLETED		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
				This Application					
				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





Bensenville  
12 S. Center St  
Bensenville, IL

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

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	
<b>Subtotal</b>	<b>\$40,000.00</b>
<b>Total</b>	<b>\$40,000.00</b>

- \*\*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.