



12 South Center Street
Bensenville, IL 60106

Office: 630.350.3404
Fax: 630.350.3438
www.bensenville.il.us

VILLAGE BOARD

President

Frank DeSimone

Board of Trustees

Rosa Carmona

Ann Franz

Marie T. Frey

McLaine Lomax

Nicholas Panicola Jr.

Armando Perez

Village Clerk

Nancy Quinn

Village Manager

Evan K. Summers

June 23, 2023

Mr. Steven C. Boren
Contractors Adjustment Company
750 Lake Cook Road, Suite 158
Buffalo Grove, Illinois 60089

Re: June 19, 2023 FOIA Request

Dear Mr. Boren:

I am pleased to help you with your June 19, 2023 Freedom of Information Act ("FOIA"). The Village of Bensenville received your request on June 19, 2023. You requested copies of the items indicated below:

"As provided for in the Freedom of Information Act, please provide us with a copy of the Payment Bond, Performance Bond, or the combined Payment/Performance Bond, the first five pages and signature page of the general/prime contractors contract with the Village of Bensenville or any of its Agents, an accounting showing remaining funds to be paid on the project, the most recent statement provided to the General/Prime Contractor and a list or copy of any subcontractor/material supplier claim on funds or payment bond claim on said project.

Additionally, kindly confirm if and when the project has been accepted by Village of Bensenville and if so, any documentation or correspondence indicating or confirming the acceptance.

Our Client Contracted with: Empire Construction Company"

Your FOIA is hereby granted in full with the enclosed records. No redactions have been made.

This project has not been accepted by the Village.

Very truly yours,

Corey Williamsen
Freedom of Information Officer
Village of Bensenville

CONTRACTORS ADJUSTMENT COMPANY
750 Lake Cook Road, Suite 158
Buffalo Grove, IL 60089
PH 847-374-9402 FX 847-374-9407

13619

June 19, 2023
Village of Bensenville
Attn: FOIA Officer
12 S. Center Street
Bensenville, IL 60106

Regarding: **Bensenville Community Center**
Address: **12 Center Street**
City: **Bensenville, IL 60106**

FREEDOM OF INFORMATION REQUEST
5 ILCS 140/3

As provided for in the *Freedom of Information Act*, please provide us with a copy of the **Payment Bond, Performance Bond, or the combined Payment/Performance Bond, the first five pages and signature page of the general/prime contractors contract with the Village of Bensenville or any of its Agents, an accounting showing remaining funds to be paid on the project, the most recent statement provided to the General/Prime Contractor and a list or copy of any subcontractor/material supplier claim on funds or payment bond claim on said project.**

Additionally, **kindly confirm if and when the project has been accepted** by Village of Bensenville and if so, **any documentation or correspondence indicating or confirming the acceptance.**

Our Client Contracted with: **Empire Construction Company**

Kindly send us, via email, the electronic copies of all the requested information in PDF Format to jcole@cacliens.com or via facsimile to 847-374-9407 as you have 5 business days from the date of this letter to respond under 5 ILCS 140/3(d)

Sincerely,



Steven C. Boren

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

CONSTRUCTION CONTRACT

Date: January 17, 2023

1411 Opus Place, Suite 450

Downers Grove, IL 60515

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 _____

Signature: _____

Name and Title: _____

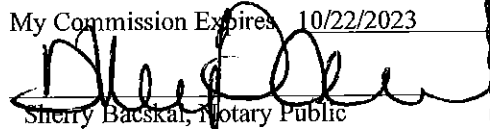
Address _____

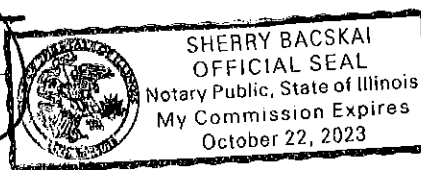
State of Illinois }
 } ss.
County of DuPage }

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

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

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

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 17th day of January in the year 2023
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Village of Bensenville
12 South Center Street
Bensenville, Illinois 60106
Telephone Number: (630) 350-3435

and the Contractor:
(Name, legal status, address and other information)

Empire Construction Company
214 West Ohio Street, 4th Floor
Chicago, Illinois 60654

for the following Project:
(Name, location and detailed description)

22-044 – Village of Bensenville - Senior Center Buildout-Village Hall

Village of Bensenville – Senior Center
12 South Center Street
Bensenville, Illinois 60106

The Architect:
(Name, legal status, address and other information)

Tria Architecture, Inc
901 McClintock Drive, Suite 100
Burr Ridge, Illinois 60457
Telephone Number: (630) 455-4500
Fax Number: (630) 455-4040

The Owner and Contractor agree as follows

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

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of this Agreement.

☒ A date set forth in a notice to proceed issued by the Owner.

☐ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Init.

[] Not later than () calendar days from the date of commencement of the Work.

[X] By the following date: June 20, 2023, 5:00 p.m.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Eight Hundred Twelve Thousand Five Hundred Dollars (\$ 812,500.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
<u>None</u>	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
<u>1 – Cash Allowance</u>	<u>\$50,000.00</u>
<u>2 – Concrete Floor Slab Moisture</u>	<u>\$40,000.00</u>
<u>Mitigation Allowance</u>	

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
<u>None</u>		

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

See Article 9.11 of the General Conditions – A201-2017 as modified.

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the first (1st) day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the first (1st) day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than sixty (60) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Ten (10%) percent retainage from each Application for Payment.

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

none

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 5.1.9 Except with the Owner's prior written approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

 %

~~§ 5.3 Interest~~

~~Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~

~~*(Insert rate of interest agreed upon, if any.)*~~

~~%~~

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Init.

Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

☐ The Sustainability Plan:

Title	Date	Pages
-------	------	-------

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.



OWNER (Signature)

Mr. Frank DeSimone,
Village President

(Printed name and title)



CONTRACTOR (Signature)

Mr. Zach Cunningham,
Executive of Operations

(Printed name and title)



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

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

Company Main: 630.455.4500 • Fax: 630.455.4040

www.TriaArchitecture.com

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

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

Attn: **Mr. Joseph Caracci**

Project Number: **22-044**

WE ARE TRANSMITTING THE FOLLOWING:

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

WE ARE TRANSMITTING VIA:

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

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

Comments:

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

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

PERIOD TO: 3/31/2023

PROJECT NOS: 22-044

CONTRACT DATE: 1/17/2023

Distribution to:

OWNER
ARCHITECT
CONTRACTOR

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: Asif Ali Khan Date: 4/19/2023

State of: Illinois County of: Cook
Subscribed and sworn to before me this day of
Notary Public: John A. [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 OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 1

APPLICATION DATE: 3/27/2022

PERIOD TO: 3/31/2023

ARCHITECT'S PROJECT NO:

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	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



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 24th day of April, 2023



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;">IMPORTANT NOTICE</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>



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:

SUBSCRIBED AND SWORN TO BEFORE ME THIS

12TH

DAY OF

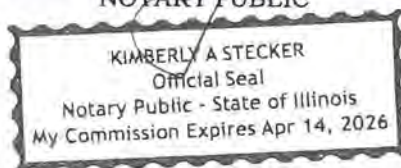
APRIL 2023

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

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.

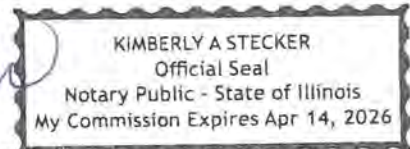
The undersigned, for and in consideration of

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

COUNTY OF COOK

}
> SS
}

Gty #

Loan #

WHEREAS the undersigned has been employed by Empire Construction

to furnish Plumbing

for the premises known as 12 South Center Street, Bensenville, IL

of which Village of Bensenville is the owner

The undersigned, for and in consideration of Ten Thousand Three Hundred Fifty Dollars and 00/00

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

DATE 4/19/23

COMPANY NAME

JB Plumbing, LLC

ADDRESS

1257 Cobblestone Way, Unit B

Woodstock, IL 60097

SIGNATURE AND TITLE



President

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

}

COUNTY OF COOK

> SS
}

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME)

James Brzuskiwicz

BEING DULY SWORN,

DEPOSES AND SAYS THAT HE OR SHE IS (POSITION)

President

OF THE (COMPANY)

JB Plumbing, LLC

WHO IS THE CONTRACTOR FOR THE

Plumbing

WORK ON THE BUILDING

LOCATED AT

12 South Center Street, Bensenville, IL

OWNED BY

Village of Bensenville

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

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

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

Signed this

13th

day of

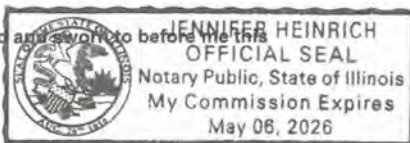
April

2022

Signature:



Subscribed and sworn to before me this

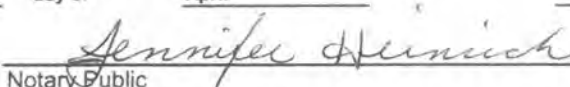


13th

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:

(Signature of Secretary of Corporation)

Thermo-Pol, Inc

(Company Name)

(Signature)

ITS: Owner
(Title)



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

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



STATE OF ILLINOIS

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

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

DATE 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 INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Thermo-Pol	Mechanical/HVAC	33,000.00	0.00	2,970.00	30,030.00
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE		33,000.00	0.00	2,970.00	30,030.00

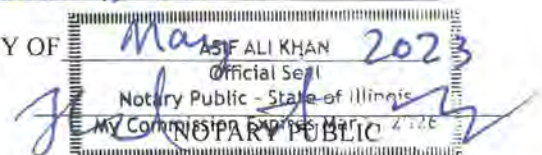
That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE 5/3/2023SIGNATURE: X Michael MackSUBSCRIBED AND SWORN TO BEFORE ME THIS 3rd

DAY OF

May 2023

*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.

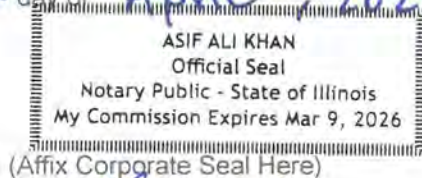
The undersigned, for and in consideration of

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, 4th FLOOR, CHICAGO, IL 60654

SIGNATURE AND TITLE

[Signature] (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: *[Signature]*

SUBSCRIBED AND SWORN TO BEFORE ME THIS

19th

DAY OF

April 2023
ASIF ALI KHAN
Official Seal
Notary Public - State of Illinois
My Commission Expires Mar 9, 2026

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

NOTARY PUBLIC

APPLICATION AND CERTIFICATION FOR PAYMENT

Contractor: Empire Construction From Contractor: Connor Electric Services, Inc	Project: Bensenville Senior Center Buildout Via Architect:	Application Number: 1 Period to: 30-Apr Project No.s: 23002 Invoice No.: 14413 Contract Date: 1/17/2023	Distribute to: <input type="checkbox"/> Owner <input type="checkbox"/> Architect <input type="checkbox"/> Contractor
Contract For: Electrical work			

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM.....	\$157,500.00
2. Net change by Change Orders.....	\$0.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2).....	\$157,500.00
4. TOTAL COMPLETED & STORED TO DATE.....	\$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
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

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

CONTRACTOR: Connor Electric Services, Inc

By: 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
My Commission expires: 4/14/2026

KIMBERLY A STECKER
 Official Seal
 Notary Public - State of Illinois
 My Commission Expires Apr 14, 2026

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$25,515.00

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

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of prejudice to any rights of the Owner or Contractor under this Contract.

AIA Document G703 - 1992

Continuation Sheet

Page 2 of 2 pages

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT

containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: Application Number:

1

APPLICATION DATE: 4/30/2023

PERIOD TO: Period to:

PROJECT MANAGER:

A 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

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

Application Date:

4/11/2023

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):

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

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: JB Plumbing, LLC

By:

April 12, 2023

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that the Work has progressed to the 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.....	\$23,000.00
2. Net change by Change Orders.....	\$0.00
3. CONTRACT SUM TO DATE.....	\$23,000.00
4. TOTAL COMPLETED & STORED TO DATE.....	11,500.00
(Column G on G703)	
5. RETAINAGE	
10%	1,150.00
(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.....	\$1,150.00
6. TOTAL EARNED LESS RETAINAGE.....	\$10,350.00
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT....	\$0.00
(Line 6 from Prior Certificate)	
8. CURRENT PAYMENT DUE.....	\$10,350.00
9. Balance to Finish.....	\$12,650.00
(Line 3 less Line 6)	

State of: Illinois

County of: Cook

Subscribed and sworn to before me this 12th

day of February

2023

Notary Public:

My Commission expires:

AMOUNT CERTIFIED.....

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

ARCHITECT:

By:

Date:

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



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

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

PAY APPLICATION: **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

Distribution to:

ARCHITECT
CONTRACTOR

Project Number:
Bid Number :
Release Number:

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	

CONTRACTOR: Thermo-Pol, Inc

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

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: Shirley A. [Signature] Notary Public - State of Illinois
My Commission expires: March 9, 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	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	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

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Village of Bensenville
c/o F. DeSimone, Pres.
17 S. Center St.
Bensenville, 60106



9590 9402 8048 2349 4018 32

2. Article Number (Transfer from service label)

7022 3330 0001 1968 7864

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Insured Mail Restricted Delivery
(over \$500)

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted
Delivery

☐ Signature Confirmation™

☐ Signature Confirmation
Restricted Delivery

NOTICE OF LIEN CLAIM ON PUBLIC IMPROVEMENT UNDER 770 ILCS 60/23

CERTIFIED MAIL RETURN RECEIPT
REQUESTED

Village of Bensenville
c/o Frank DeSimone, Village President
12 S. Center Street
Bensenville, IL 60106

Village of Bensenville
c/o P. Joseph Montana, Village Attorney
12 S. Center Street
Bensenville, IL 60106

CERTIFIED MAIL RETURN RECEIPT
REQUESTED

Empire Construction Company
c/o Lubna Khan, Registered Agent
214 W. Ohio St., 4th Floor
Chicago, IL 60654

On or before January 17, 2023, JB Plumbing LLC entered into a contract with Empire Construction Company ("Empire") to perform public improvements at the Village of Bensenville Senior Center at 12 S. Center Street, Bensenville, IL 60106 ("the Project") to provide plumbing materials and labor.

JB Plumbing did perform all that was required pursuant to the contract. The work was completed on May 11, 2023.

There is left an unpaid balance due claimant for the work completed by claimant of \$33,085.00. Although demand has been made, said amount remains unpaid, and claimant claims a lien in said amount.

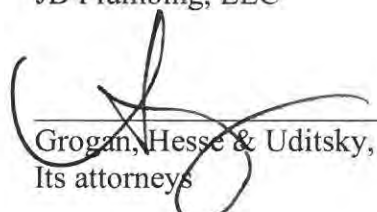
The public improvement is the improvement at the Village of Bensenville Senior Center at 12 S. Center Street, Bensenville, IL 60106.

Claimant does, therefore, claim a lien on all money, bonds or warrants due or to become due to Empire, and you are hereby notified to withhold payment to Empire in an amount sufficient to pay the amount for which a lien is claimed and further claims against the bond furnished by the general contractor to the public body.

This notice is given to you pursuant to 770 ILCS 60/23, as amended, relating to a lien against funds due or to become due contractors for public improvements.

JB Plumbing, LLC

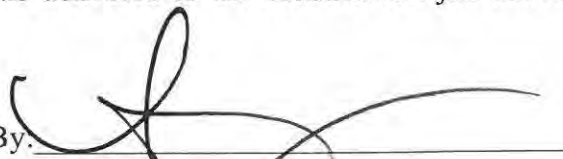
By:


Grogan, Hesse & Uditsky, P.C.
Its attorneys

Grogan, Hesse & Uditsky, P.C.
2 Mid America Plaza, Ste. 110
Oakbrook Terrace, IL 60181
Tel. No. (630) 833-5533

STATE OF ILLINOIS)
) ss.
COUNTY OF DUPAGE)

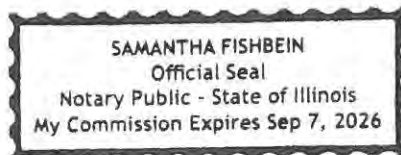
I, Amy Galvin Grogan, being first duly sworn on oath, deposes and states that she is the attorney-in-fact for claimant, and as such is familiar with the contents of the foregoing notice; that the information contained in the notice is true and correct; and that there is due and owing to claimant a balance for work performed and materials delivered to the construction job above described the sum of \$33,085.00.

By. 
Amy Galvin Grogan
Attorney-in-fact

Subscribed and sworn to before me this
9th day of June, 2023.

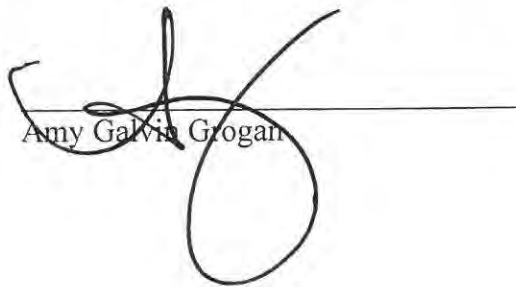


Notary Public



PROOF OF SERVICE BY MAIL

I, Amy Galvin Grogan, certify that I served the foregoing Notice of Lien Claim on Village of Bensenville, c/o Frank DeSimone, Village President, 12 S. Center Street, Bensenville, IL 60106 (via certified mail, return receipt requested, restricted delivery), Village of Bensenville, c/o P. Joseph Montana, Village Attorney, 12 S. Center Street, Bensenville, IL 60106 (via certified mail, return receipt requested, restricted delivery), and Empire Construction Company, c/o Lubna Khan, Registered Agent, 214 W. Ohio Street, 4th Floor, Chicago, IL 60654 (via certified mail, return receipt requested, restricted delivery), deposited said mailed items at 2 Mid America, Ste. 110, Oakbrook Terrace, IL 60181 on June 9, 2023 with proper postage prepaid.


Amy Galvin Grogan

Grogan, Hesse & Uditsky, P.C.
2 Mid America Plaza, Ste. 110
Oakbrook Terrace, IL 60181
Tel. No. (630) 833-5533

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Village of Bensenville
c/o P. Joseph Montana,
Village Attorney
128 Circle St.
Bensenville, IL 60016



9590 9402 8048 2349 4018 49

2. Article Number (Transfer from service label)

7022 3330 0001 1968 7871

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☒ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

NOTICE OF LIEN CLAIM ON PUBLIC IMPROVEMENT UNDER 770 ILCS 60/23

**CERTIFIED MAIL RETURN RECEIPT
REQUESTED**

Village of Bensenville
c/o Frank DeSimone, Village President
12 S. Center Street
Bensenville, IL 60106

Village of Bensenville
c/o P. Joseph Montana, Village Attorney
12 S. Center Street
Bensenville, IL 60106

**CERTIFIED MAIL RETURN RECEIPT
REQUESTED**

Empire Construction Company
c/o Lubna Khan, Registered Agent
214 W. Ohio St., 4th Floor
Chicago, IL 60654

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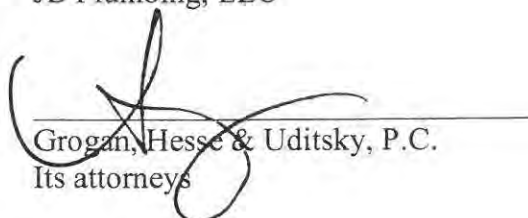
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Claimant does, therefore, claim a lien on all money, bonds or warrants due or to become due to Empire, and you are hereby notified to withhold payment to Empire in an amount sufficient to pay the amount for which a lien is claimed and further claims against the bond furnished by the general contractor to the public body.

This notice is given to you pursuant to 770 ILCS 60/23, as amended, relating to a lien against funds due or to become due contractors for public improvements.

JB Plumbing, LLC

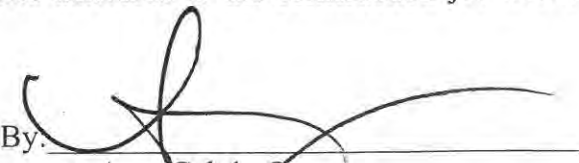
By:


Grogan, Hesse & Uditsky, P.C.
Its attorneys

Grogan, Hesse & Uditsky, P.C.
2 Mid America Plaza, Ste. 110
Oakbrook Terrace, IL 60181
Tel. No. (630) 833-5533

STATE OF ILLINOIS)
) ss.
COUNTY OF DUPAGE)

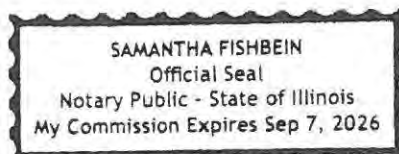
I, Amy Galvin Grogan, being first duly sworn on oath, deposes and states that she is the attorney-in-fact for claimant, and as such is familiar with the contents of the foregoing notice; that the information contained in the notice is true and correct; and that there is due and owing to claimant a balance for work performed and materials delivered to the construction job above described the sum of \$33,085.00.

By: 
Amy Galvin Grogan
Attorney-in-fact

Subscribed and sworn to before me this
9th day of June, 2023.




Notary Public



PROOF OF SERVICE BY MAIL

I, Amy Galvin Grogan, certify that I served the foregoing Notice of Lien Claim on Village of Bensenville, c/o Frank DeSimone, Village President, 12 S. Center Street, Bensenville, IL 60106 (via certified mail, return receipt requested, restricted delivery), Village of Bensenville, c/o P. Joseph Montana, Village Attorney, 12 S. Center Street, Bensenville, IL 60106 (via certified mail, return receipt requested, restricted delivery), and Empire Construction Company, c/o Lubna Khan, Registered Agent, 214 W. Ohio Street, 4th Floor, Chicago, IL 60654 (via certified mail, return receipt requested, restricted delivery), deposited said mailed items at 2 Mid America, Ste. 110, Oakbrook Terrace, IL 60181 on June 9, 2023 with proper postage prepaid.


Amy Galvin Grogan

Grogan, Hesse & Uditsky, P.C.
2 Mid America Plaza, Ste. 110
Oakbrook Terrace, IL 60181
Tel. No. (630) 833-5533



Invoice

NAME: Zach Cunningham c/o Empire Construction
ADDRESS: 12 S. Center St. Bensenville, IL.
PHONE: 773.842.2550
EMAIL zcunningham@empire-construct.com ;
ileiva@empire-construct.com
PROJECT NUMBER & NAME: 23-177
DATE: 04.14.2023

Midland Masonry Inc.

39 W. Home Ave.

Villa Park IL. 60181

630.849.1156

midlandmasonryinc@gmail.com

MidlandMasonryinc.com

Invoice Number: 01
Invoice Date: 05.16.2023
Terms: Payment Due

Description	Amount
Masonry Alteration and Repairs Per Service Agreement 23-177	\$4,730
TOTAL DUE	\$4,730

Amount Due \$ 4,730

Our goal is to exceed our customers expectations, we thank you for your business and look forward to working with you in the future.

James Kowalski

Safeguard Waterproofing - Ram Jack IL

400 Dominic Ct
Franklin Park, IL 60131
Main (847) 678-8160

INVOICE STATEMENT

Project #: 7691

Description: Crack Repair, Interior Drain Tile

BILL TO	PROPERTY
---------	----------

Empire Construction Company
Ivo Leiva
214 W. Ohio St. Suite 4
Chicago, IL 60654
ileiva@empire-construct.com

12 S Center St
Bensenville, IL 60106

DATE	EVALUATION	NAME	AMOUNT	PAID	BALANCE
5/22/2023	Crack Repair, Interior Drain Tile revised	Deposit	\$3,386.56		\$3,386.56
5/22/2023	Crack Repair, Interior Drain Tile revised	Balance	\$7,901.97		\$11,288.53

TRANSACTION TOTAL	\$11,288.53
OUTSTANDING BALANCE	\$11,288.53

NOTICE TO OWNER OF UNPAID BALANCE

6/7/2023

VILLAGE OF BENSENVILLE,
12 S CENTER ST,
BENSENVILLE, IL 60106

RE: BENSENVILLE VILLAGE HALL
12 S CENTER ST ,
BENSENVILLE, IL 60106

Our company, Foundation Building Materials, LLC has furnished labor and/or materials to EMPIRE CONSTRUCTION for the construction at the above referenced project.

There remains due and owing \$23,405.07 for such labor and /or materials furnished to your subcontractor generally described as follows: Drywall, stucco, tile, grid, metal framing, doors, locks and related material. If this account remains unpaid, your property/project may be subjected to a claim against it unless you withhold payment from your original contractor, EMPIRE CONSTRUCTION, for the payment of the claim or unless the claim is otherwise paid or settled.

It is our understanding that you are the Owner of the property/project on which the improvements are being constructed. If you are not the Owner, please advise us at once. We regret that this action must be taken.

Sincerely,



Danielle Decker, Lien Administrator / CRF Solutions
Authorized Agent For:
Foundation Building Materials, LLC
2301 West Windsor Court
DuPage, IL 60101 Ph: 847-270-1989.

CRF #: 11875665

cc: EMPIRE CONSTRUCTION
214 W OHIO ST FL 4
CHICAGO, IL 60654

CRF Solutions
2051 ROYAL AVE
SIMI VALLEY CA 93065

USPS CERTIFIED MAIL™



9414 8361 0426 2926 9164 10



NNP#11875665
VILLAGE OF BENSENVILLE
12 S CENTER ST
BENSENVILLE IL 60106-2130

US POSTAGE AND FEES PAID

2023-06-07

93065

C4000004

Retail

1.0 OZLTR



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FOLD ALONG THIS LINE