

Project: 2013 School Investment Program - Project 4

Contract Number: PS1966

Design Builder: Paschen/Milhouse JV

Payment Application: #2

Amount Paid: \$4,083,255.22

Date of Payment to General Contractor: 8/7/13

The posting of all or any portion of a contractor's payment application on the PBC's website is done solely for the purpose of providing information to subcontractors with respect the amount the contractor has requested as payment for its subcontractors on the posted portion of the payment application. The posting of this information is provided for in the PBC's Standard Terms and Conditions for Construction Contracts Section 16.09 entitled, Prompt Payment to Subcontractors. The PBC makes no representations or warranties with respect to any of the information provided by contractors on the contractors' payment applications. If you are a subcontractor, and have any questions regarding the information on a posted payment application, you should contact the general contractor.

| 4.01 | | 6.04 |
|--|--|---|
| \$ 25,442.10 | \$ | 336,367.30 |
| \$ 25,782.50 | \$ | 223,586.05 |
| \$ 41,128.59 | \$ | 405,144.86 |
| \$ 52,305.00 | \$ | 365,990.12 |
| \$ 77,079.65 | \$ | 444,732.67 |
| \$ 44,189.14 | \$ | 331,463.79 |
| \$ 45,736.50 | \$ | 509,251.68 |
| \$ 52,583.60 | \$ | 744,082.85 |
| \$ 16,908.13 | \$ | 14,896.85 |
| \$ 46,736.20 | \$ | 336,321.43 |
| \$ 38,993.32 | \$ | 302,414.72 |
| | | |
| 466 994 73 | ė | 4,014,252.32 |
| \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ | \$ 25,442.10 \$ 25,782.50 \$ 41,128.59 \$ 41,128.59 \$ 52,305.00 \$ 77,079.65 \$ 77,079.65 \$ 44,189.14 \$ 45,736.50 \$ 52,583.60 \$ 16,908.13 \$ 16,908.13 \$ 46,736.20 \$ 38,993.32 | \$ 25,442.10 \$ \$ 25,782.50 \$ \$ 41,128.59 \$ \$ 41,128.59 \$ \$ 52,305.00 \$ \$ 52,305.00 \$ \$ 77,079.65 \$ \$ 44,189.14 \$ \$ 44,189.14 \$ \$ 45,736.50 \$ \$ 45,736.50 \$ \$ 16,908.13 \$ \$ 16,908.13 \$ \$ 38,993.32 \$ \$ 38,993.32 \$ } 10 10 10 10 10 10 10 10 10 10 10 10 10 |

| Project #4 | | June | July |
|------------|----------|--------------|--------------------|
| Beidler | \$ | 118,719.66 | \$ 243,089.74 |
| Deluter | <u>ې</u> | 118,719.00 | 243,089.74 |
| Brown | \$ | 85,123.57 | \$ 164,244.98 |
| Cather | \$ | 150,333.47 | \$ 295,939.98 |
| Chalmers | \$ | 146,410.54 | \$ 271,884.58 |
| Crane | \$ | 187,375.56 | \$ 334,436.76 |
| Faraday | \$ | 130,371.54 | \$ 245,281.39 |
| Herbert | \$ | 184,791.05 | \$ 370,197.13 |
| Jensen | \$ | 260,033.38 | \$ 536,633.07 |
| Juarez | \$ | 16,304.75 | \$ 15,500.23 |
| Otis | \$ | 133,611.77 | \$ 249,445.86 |
| Smyth | \$ | 118,019.74 | \$ 223,388.30 |
| | | · | |
| | | | |
| SUM: | \$ | 1,531,095.03 | \$ 2,950,042.02 |

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PUBLIC BUILDING COMMISSION OF CHICAGO EXHIBIT S CERTIFICATE OF ARCHITECT - ENGINEER- PBC PROJECT MANAGER

| DATE: | | 7/17/2013 | | Ľ |
|-------------------|----------|-------------------|----|-----------|
| PROJECT: | School I | nvestment Program | | _ |
| | | PROJECT #4 | | |
| Pay Application N | o.: | 2 | | |
| For the Period: | | 6/1/2013 | to | 7/17/2013 |
| Contract No.: | | PS1966 | | |

In accordance with Resolution No._____, adopted by the Public Building Commission of Chicago on_____, relating to the \$______Revenue issued by the Public Building Commission of Chicago for the financing of this project (and all terms used herein shall have the same meaning as in said Resolution), I hereby certify to the Commission and to its Trustee, that: Revenue Bonds

1. Obligations in the amounts stated herein have been incurred by the Commission and that each item thereof is a proper charge against the Construction Account and has not been paid; and

- No amount hereby approved for payment upon any contract will, when added to all amounts previously paid upon such contract, exceed 90% of current estimates approved by the Architect Engineer until the aggregate amount of payments withheld equals 5% of the Contract Price (said retained funds being payable as set forth in said Resolution).

| THE CONTRACTOR: | PASCHEN/MILHO | USE, JV | | | |
|--|---------------|---------------|-------------------------------------|--------|--------------|
| FOR: | PROJECT #4 | | | | |
| Is now entitled to the sum of: | | \$ | 4,083,255.22 | | 4,083,255.22 |
| ORIGINAL CONTRACTOR PRICE | | 12,075,587,32 | _ | | |
| ADDITIONS | | \$0.00 | _ | | |
| DEDUCTIONS | | \$0.00 | _ | | |
| NET ADDITION OR DEDUCTION | | \$0.00 | _ | | |
| ADJUSTED CONTRACT PRICE | | 12,075,587.32 | | | |
| | | | | | |
| TOTAL AMOUNT EARNED | | | | | 5,144,072.62 |
| TOTAL RETENTION | | | | | 397,881.83 |
| a) Reserve Withheld @ 10% of but Not to Exceed 5% of Co | | ed, | \$ 397,881.83 | | |
| b) Liens and Other Withholding | | | <u>\$ 397,881.83</u> <u>\$ -</u> | - - | |
| c) Liquidated Damages Withhe | eld | | \$ - | - | |
| TOTAL PAID TO DATE (Include this | Payment) | | | \$ | 4,746,190.79 |
| LESS: AMOUNT PREVIOUSLY PAID |) | | | | 662,935.57 |
| AMOUNT DUE THIS PAYMENT | | | | \$ | 4,083,255.22 |

PBC Project Manger

signature, date

| | | | | | CONTRA | EXHIBIT B ICTOR'S SWO | JRN STATEMEN | EXHIBIT B CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT (1 of) | OR PARTIAL PAN | (1 of) | - | | |
|-------------------------------|--|---|--|--|--|--|---|---|---|---|--|----------------|-------------------|
| Project Name PBC Project # | School Investment Program 4 | gràm | | | | 0 | ONTRACTOR P. | CONTRACTOR PASCHENMILHOUSE, JV | \$ \$ | | Date | 7/17/2013 | - |
| Job Location | Beidler | 18680 | | | | | | | | | | | |
| Owner | Owner Public Building Commission Of Chicago | ssion Of Chicago | | | <u> </u> | APPLICATION FOR PAYMENT | OR PAYMENT | ~ | | | | | |
| | STATE OF ILLINOIS } COUNTY OF } The afflant, being first d that he/she is well acque 20 , for the following p | STATE OF FLINOIS } SS COUNTY OF } The afflard, being first duty swom on oath, deposes and says that he/she is of an Illindis corporation, and duty authorized to make this Affidavit in behalf of said corporation, and individually: that heats it seel acquainteed with the facts herein set forth and that said corporation fit the PUBLIC BUILDING COMMISSION OF CHICAGO, Owner, under Contract No dated theday of | is and says that he/sh | he is | , of | , an Illinois o the PUBLIC BL | orporation, and du | iy authorized to make th SION OF CHICAGO, O | iis Affidavit in behal wner, under Contra | f of said corpor ct Nod | atton, and individually; ated theday of | | |
| | ; | | | | | Beidler | | | | | | | |
| | that the following statements | that the following sumements are made for the purpose of procuring a partial payment of | xuring a partial payment | of | | 8 | | pun | under the terms of said Contract; | Contract; | | | |
| | That the work for which the contract documents materials, equipment, s become due to each of them for such labor, ma | That the work for which payment is requested has been completed, free and clear of any and all claims, charges, and expenses of any kind or nature whatsoever, and in full compliance with the contract documents and the requirements of said Owner under them. That for the purposes of said contract, the following persons have been contracted with, and have furnished or prepared materials, equipment, supplies, and services for, and having done habor on said improvement. That the respective amounts set forth opposite their names is the full amount of money due and to become due to each of them respectively. That this statement is a full, rue, and comment and improvement. That the respective amounts set forth opposite their names is the full amount of money due and to become due to each of them respectively. That this statement is a full, rue, and complete statement of all work, as stated: now due and the amount therefore paid to each of them for such labor, materials, equipment, supplies, and services, furnished or prepared by each of them to or on account of said work, as stated: | theen completed, free aid Owner under the raid Owner under the raid having done labk is statement is a full, as, and services, furm as, and services, furm | e and clear of any m. That for the pui no asid improver tue, and complet ished or prepared t | and all claims, lie poses of said cor tent. That the res t statement of all by each of them tr | ins, charges, an tract, the follow pective amount such persons a 5 or on account | d expenses of any ving persons have its set forth opposit to of the full amost of said work, as s | y kind or nature whatsoe been contracted with, al te their names is the full unt now due and the ann tated: | ver, and in full com ind have fumished c amount of money c jourt heretofore pair | pliance with or prepared tue and to 1 to each of | | | |
| | | | | | - | | ow | Work Completed | | | | | |
| ITEM # | Subcontractor Name & Address | Type of Work | Original contract amount | Change Orders | Adjusted Contract Amt | S Complete | Previous | Current | Total to date | retainage | previous billing | net amount due | remaining to bill |
| Design Phase | | | | | | | | | | | | | |
| 10 | Mode Architects | Design phase - fee | 46,398.00 | | 46,398.00 | | 9,356.40 | 25.442.10 | 34,798.50 | | 9,356.40 | 25,442.10 | 11,599.50 |
| 20 | 20 Mode Architects | | 6,640.00 | | 6,640.00 | | • | | | | , | ' | 6,640,00 |
| 30 | 30 K Plus Environmental | Design phase - fee | 3,300.00 | | 3,300.00 | | ' | 3,300,00 | 3,300,00 | T | • | 3,300.00 | |
| | ction | | | | | | | | | | | | |
| 14 FD | Fu Sub to Let | Environmental Scientics domo | /9,496.00 | | 79,496,00 | | • | | | • | | ' | 79,496.00 |
| 8 8 | 60 Sandsmith | Unit masonry | 11.000.00 | | 11 000 00 | | • | | 1 000 00 | * 1 100 00 | • | | 1,000.00 |
| 70 | 70 Great Lakes Stair & Ste Metal fabrication | e Metal fabrication | 9,300.00 | | 9,300.00 | | • | | - | | | | 9.300.00 |
| 80 | 80 Denk & Roche | Rough carpentry | 24,733.00 | | 24,733.00 | | | 7.705.90 | 7,705.90 | \$ 770.59 | | 6,935.31 | 17,797,69 |
| 08 | 90 Bofo Waterproofing | Joint sealants | 6,200.00 | | 6,200.00 | | | 1,800,00 | 1,800.00 | \$ 180.00 | | 1,620.00 | 4,580.00 |
| 100 | 100 Precision Metals | Door/Frame/Hardware - S | 1,715,00 | | 1,715.00 | | | | | • | | , | 1,715.00 |
| 110 | 110 Sub to Let | Doon/Frame/Hardware - S | 689.84 | | 689.84 | | | | | , ., | | ' | 689.84 |
| 120 | 120 MJ Connely | Windows | 500.00 | | 500.00 | | | | | | - | , | 500.00 |
| 130 | 130 Ashlaur Construction | VCT, carpet & base | 5,960,00 | | 5,960.00 | | | | | 5 | | | 5,960,00 |
| ¥ 4 | 140 Durango Paming 150 Subto Let | Panung Disetar Detching | 190,000 UD | | 00.000,081 | | | 161,000,00 | 180,500.00 | \$ 18,050.00 | 1 | 162,450.00 | 27,550.00 |
| 160 | C&G Construction | Visual display - Supply | 20,633.00 | | 20.633.00 | | | 20.633.00 | 20,633.00 | s 2063.30 | | 18 569 70 | 2 063 30 |
| 170 | Ashlaur Construction | Visual Display - Install | 30,136.00 | | 30,136,00 | | | 30,136,00 | | \$ 3.013.60 | | 27.122 40 | 3.013.60 |
| 180 | Interior Concepts | Toilet & bath access - Sup | | | 400.00 | | P | | | | | | 400.00 |
| 190 | 190 Evengreen Specialties | | m | | 3,670.00 | | | | | | • | , | 3.670.00 |
| 200 | 200 B. Bruce | Plumbing | 29,587.00 | | 29,587.00 | | <u>/118</u> | | , | چ | • | , | 29,587.00 |
| 210 | 210 Autumn Construction S HVAC | HVAC | 12,900.00 | ~ ~ | 12,900.00 | | | | | | 1 | | 12,900.00 |
| 220 | 220 Quantum Crossing LLC Electrical | 2 Electrical | 47,910.00 | | 47,910,00 | | | 47,910,00 | 47,910,00 | \$ 4,791.00 | | 43,119.00 | 4,791.00 |
| 230 | | | | | | | 22335 | | | \$ | , | | |
| 240 | 240 Paschen Milhouse | DB Contingency | 18,779.00 | | 18,779.00 | | | | - | \$9 | 1 | | 18,779.00 |
| 25(| 250 Paschen Milhouse | DB Overhead & Fee | 51,667.00 | | 51,667.00 | | 14,084.77 | 13,815,41 | 27,900.18 | | 14,084,77 | 12,433.87 | 25,148.36 |
| 26(| 260 Paschen Milhouse | DB General Conditions | | | 48,437.15 | | 14,084.77 | 12.071.29 | 26,156.06 | \$ 1,207.13 | 14,084.77 | 10,864.16 | 23,488.22 |
| 280 | 270 Paschen Milhouse | | 00 707 00 | | 00'920'82 | | oto STG | | _ | | , | | 29,026.00 |
| | 290 Paschen Milhouse | BUIN Instrance | 3,224.00 | | 3,224.UU 4 274 70 | | 100 | 322400 | | | - | 2,901.60 | 322.40 |
| í | L'asuran munuse | Insurance | 4,61.134 | Í | 4.2/1./0 | | <u>ش</u> | 4,271.70 | 4,271.70 | \$ 427.17 | | 3,844,53 | 427.17 |

. . 330,314.08

328,502.67

37,525.94

33,306.73

399,335.34

361,809.40

37,525.94

696,342.69

696,342,69

TOTAL page1

Beidler

CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT (page _of _)

| AMOUNT OF ORIGINAL CONTRACT | 696,342.69 | TOTAL AMOUNT REQUESTED | \$399,335.34 |
|--------------------------------|------------|--------------------------------|--------------|
| EXTRAS TO CONTRACT | - | LESS 10% RETAINED | \$33,306.73 |
| OTAL CONTRACT AND EXTRAS | 696,342.69 | NET AMOUNT EARNED | \$366,028.61 |
| CREDITS TO CONTRACT | \$0.00 | AMOUNT OF PREVIOUS PAYMENTS | \$37,525.94 |
| ADJUSTED CONTRACT PRICE | 696,342.69 | AMOUNT DUE THIS PAYMENT | \$328,502.67 |
| | | BALANCE TO COMPLETE | \$330,314.08 |

Contractor certifies that to the best of its knowledge, information and belief, the work is in accordance with the Contract Documents; that suppliers of materials, services, labor and all Subcontractors (including all significant sublevels thereof) are being currently paid, and that the amount of the payments applied for are justified. These provisions should not be construed as conferring any rights hereunder for the benefit of Subcontractors, suppliers, workers or employees, nor as enlarging or altering the application or effect of existing lien laws.

That the Waivers of Lien and submitted herewith by affiant and each of the aforesaid persons, are true, correct, and genuine; that each and every Waiver of Lien was delivered unconditionally; that there is no claim either legal or equitable to defeat the validity of any of said Waivers of Lien; that said Waivers of Lien include such Waivers of Lien from all Subcontractors, suppliers of material or other agents acting on behalf of affiant in connection with the work or arising out of the Work; and that so far as affiant has knowledge or information, the said Waivers of Lien include all the labor and material for which a claim could be made and for which a lien could be filed.

That neither the partial payment nor any part thereof has been assigned.

That said Contractor herein expressly affirms that should it at any time appear that any illegal or excess payments have been made to said Contractor by or on behalf of the PUBLIC BUILDING COMMISSION OF CHICAGO, the said Contractor will repay on demand to the PUBLIC BUILDING COMMISSION OF CHICAGO the amount or amounts so paid; and if any lien remains unsatisfied after all payments are made, the Contractor shall refund to the PUBLIC BUILDING COMMISSION OF CHICAGO all moneys that the latter may be compelled to pay in discharging such a lien including all costs and a reasonable attorney's fee.

Name - Charles Freiheit Title - Vice President

Subscribed and sworn to before me this 17th day of July , 2013.

Notary Public My Commission expres: Official Seal Jean A. Borg Notary Public State of Illinois My Commission Expires 07/22/2014

| | | | O L - # | | |
|---|--|---|--|------------------------------|---------------|
| SS. | · | Le | oan # | | |
| INTY OF COOK J | | | | | |
| NHOM IT MAY CONCERN: | | | | | |
| REAS the undersigned has been employed by | PUBLIC BUILDING COMMISSION OF C | HICAGO | . . | | |
| nish General Construction | | | | | |
| e premises known asBeidler | | | | | |
| ich | PUBLIC BUILDING COMMISSION OF CHIC | | and the second | | is the owner. |
| Indersigned, for and in consideration of <u>analysis</u> 328,502,67) Dollars, and other good and valuable o or claim of, or right to, lien, under the statues of the State o svements thereon, and on the material, fixtures, apparatus the owner, on account of labor services, material, fixtures, | f Illinois, relating to mechanics' liens, with resp or machinery furnished, and on the moneys, fu | cknowledged, do(es) hereby ect to and on said above-des inds or other considerations | waive and release scribed premises, a due or to become o | any and all nd the lue | |
| n under MY han | dSIGNED | an | d sealed | ÓN | |
| 17th day of | July | | , | 20 <u>13</u> | |
| | Signature and Seal: | all | 2 | | |
| E: All waivers must be for the full amount paid. If waiver is ng waiver should be set forth; if waiver is for a partnership | , the partnership name should be used, partne | r should sign and designate | himself as partner. | | |
| | CONTRACTOR'S AF | FIDAVIT | | | |
| TE OF ILLINOIS } ss. | | | | | |
| NTY OF COOK | | | | | |
| VHOM IT MAY CONCERN: | | | | | |
| undersigned, being duly sworn, deposes and says that he | is Charles Freiheit and Statistic Statistics | | | | - |
| PASCHEN/MILHOUSE, JV | | | | | work on the |
| s the contractor for the <u>General Construction</u> ing located at <u>Beidler</u> | | | | | work on the |
| de all labor and material required to complete said work ac | cording to plans and specifications; | CONTRACT | AMOUNT | THIS | BALANCE |
| NAMES | WHAT FOR | PRICE | PAID | PAYMENT | DUE |
| PASCHEN/MILHOUSE, JV | General Construction | \$696,342.69 | 37,525.94 | 328,502.67 | \$330,314.0 |
| | | | | Ś | - |
| | | | | <u>\$</u> \$ | |
| | | | | | |
| | | | 77 505 04 | 200 500 67 | 330,314.0 |
| AL LABOR AND MATERIAL TO COMPLETE | | \$ 696,342.69 | 37,525.94 | 328,502.67 \$ | |
| there are no other contracts for said work outstanding, and of any kind done or to be done upon or in connection with | I that there is nothing due or to become due to said work other than above stated. | any person for material, labo | or or other | | |
| Signed this 17th | day of | July | | 20 | 13 |
| | Signature: | n - | | | |
| cribed and sworn to before me this | 17th | day of | July | | 13 |
| | | · · · · · · · · · · · · · · · · · · · | | | |
| | | Jean |) Bo | 'y | |
| | \$ NO | Noun Public Official Seal Jean A. Borg tary Public State of III mmission Expires ()?/ | inois 22/2014 | // | |
| | www, | ᠂ᡯ᠕᠕᠕᠕᠕᠕ | ~~~~ | | |

PUBLIC BUILDING COMMISSION OF CHICAGO EXHIBIT B

| | | | | | CONTRACT | TOR'S SWOF | RN STATEMENT | CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT (1 of) | R PARTIAL P. | AYMENT (1 o | | | |
|-------------------------------|--|--|--|---|---|--|--|---|---|------------------------------------|--------------------------------|----------------|-------------------|
| Project Name PBC Project # | School Investment Program 4 | gram | | | | ~ | CONTRACTOR | CONTRACTOR PASCHENMILHOUSE, JV | | | Date | 7/17/2013 | |
| Job Location | Brawn, W | 18615 | | | | | | | | | | | |
| Owner | r Public Building Commission Of Chicago | ssion Of Chicago | | | _ | APPLICATION FOR PAYMENT | FOR PAYMENT | 2 | | | | | |
| | STATE OF LLLNOIS) COUNTY OF) The afflant, being first d individually; that he/she fithe day of, 20 | STATE OF ILLINOIS) SS countroe) The afflicatule being first duly sworn on each, deposes and says that heishe is individually that heishe is well a acquainted with the facts herein set forth and that said corporation is the Contractor with the PUBLIC BUILDING COMMISSION OF CHICAGO, Owner, under Contract No | s and says that hersh facts herein set fort | le is 1 and that said cor | of poration is the Co | , an Illinois c Intractor with th Brown, W | corporation, and d he PUBLIC BUILD | uly authorized to make t ING COMMISSION OF | his Affidavit in t CHICAGO, Ow | oehalf of said c ner, under Con | orporation, and tract No dated | | |
| | that the following statements | that the following statements are made for the purpose of procuring a partial payment of | uring a partial payment : | af. | | 64 ¹ | | 5 | under the terms of said Contract; | said Contract; | | | |
| | That the work for which with the contract docurr prepared materials, eq. muney due and to beco heretofore paid to each | That the work for which payment is requested has been completed, free and clear of any and all claims, liens, charges, and expenses of any kind or nature whatsoever, and in full compliance with the contract documents and the requirements of said Owner under them. That for the purposes of said ontract, the following persons have been contracted with, and have furnished or propared metine and answerence. That the respective annual set (onto propsite their transes is the full amount of more additionance and to be proper and the requirements of said Owner under them. That the respective annual set (onto the propsite their matters is the full amount of more additionance and to be been contracted with, and have fundished or prepared and to become due to each of them respectively. That this statement is a full, that and contract the reports and the interval or the full amount of the rule around therefore paid to each of them respectively. That this statement is a full, the rule and the around the retorive persons and of the full around the around theretofore paid to each of them for such table, equipment, supplies, and services, furnished or prepared by each of them to or account of said work, as stated: | been completed, frei of said Owner under ces for, and having . peccively. That this: percivels, equipment, s | e and clear of any them. That for th done labor on said statement is a full upplies, and servit | and all claims, lie le purposes of sai limprovenent. Th improvenent. Thue, and comple ves, furmished or p | ans, charges, a d contract, the rat the respect at statement c repared by ca | ind expenses of al following persons twe amounts set (t uve amounts set of all such persons ich of them to or o | impleted, free and clear of any and all claims, liens, charges, and expenses of any kind or nature whatsoever, and in full compliance. Owner under them. That for the purposes of said contract, the following persons have been contracted with, and have furnished or and faving done labor on said improvement. That the respective anound set forth opposite that rannes is the full amount of "That this statement is a full, trai, and complet statement of all such persons and of the full amount nor audities and the amount optiment, supplies, and services, fumished or prepared by each of them to or on account of said work, as stated: adjupment, supplies, and services, fumished or prepared by each of them to or on account of said work, as stated: | ever, and in full ith, and have fu is the full amo tow due and the as stated: | compliance unt of arnount | | | |
| # WELL | Subcontractor Namo & Address | Type of Work C | Original contract amount | Change Orders | Adjusted Contract Amt | % Complete | Previous | | Total to date | retalnage | net previous billing | net amount due | remaining to bill |
| Design Phase | | | | | | | | | | | | | |
| 10 | 10 Mode Architects | Design phase - fee | 44,662.00 | | 44,662.00 | | 7,714,00 | 26,782 50 | 33,496.50 | | 7,714.00 | 25,782,50 | 11.165.50 |
| 2(| 20 Mode Architects | Design phase - reimbur. | 4,756,00 | | 4,756.00 | | | | · | | | | 4,756.00 |
| 30 | 30 K Plus Environmental | Design phase - fee | 3,300.00 | | 3,300.00 | | | 3,300,00 | 3,300.00 | \$ 330.00 | | 2,970.00 | 330.00 |
| Cost of Construction | ruction 40 Velor Technologies | En éjourne de l | ovure et | | 00 040 00 | | | | 00 070 00 | - - | , | | |
| 8 | 50 Valor Technologies | Selective demo | 95.00 | | 95.00 | | • | 95 00 | 30,040.00 | \$ 3,004.UU | | 34,935.00 | 3,884.00 |
| 6 | 60 Sandsmith | Unit masonry | 45,000.00 | | 45,000.00 | | | 18,600.00 | 18,000.00 | 1 | • | 16,200.00 | 28,800.00 |
| ĸ | 70 Great Lakes Stairs & St structural steel | it structural steel | 4,800.00 | | 4,800.00 | | | | - | 49 | • | | 4,800.00 |
| 8(| 50 Denk & Roche | Rough carpentry | 21,695.00 | | 21,695.00 | | | 8.847.50 | 8,847.50 | \$ 884.75 | • | 7,962.75 | 13,732.25 |
| 65 | 90 BoFo Waterproofing | Joint sealants | 1,500.00 | | 1,500.00 | | | 1,500,00 | 1,500.00 | \$ 150.00 | | 1,350.00 | 150.00 |
| 110 | 0 Knickerbocker Koot 0 Precision Metals | Membrane roofing - Allow dnors/frames/hdvcSupply | 2,500.00 2 ran rn | | 2,500.00 | | | Cen Tr | - | * * | • | - | 2,500.00 |
| 120 | 0 MJ Connelly | Windows | 750.00 | | 750.00 | | | 6 600 | - | * 00.91 | . , | - 13 | 750.00 |
| 130 | 0 Ashiaur Construction | VCT, carpet & base | 24,875,00 | | 24,875.00 | | | 24,875.00 | 24,875.00 | \$ 2,487.50 | | 22,387.50 | 2,487.50 |
| 14 | 140 National Painting | Painting | 87,075.00 | | 87 075 00 | | | 26,122,50 | 26,122,50 | \$ 2,612.25 | , | 23,510,25 | 63,564,75 |
| 15. | 150 JP Philtips 160 C&G Construction | Plaster Patching visual disolav - Supolv | 1,800.00 | | 1,800.00 | | | 16 Jec.m | - | \$ | | | 1,800.00 |
| 170 | 0 Ashlaur Construction | Visual Display - Install | 21,420.00 | | 21,420.00 | | | 16.065.00 | 16.065.00 | \$ 1,606.50 | | 14 458 50 | 6.961.50 |
| 180 | 0 Sub to Let | path of travel improve. | 5,169.80 | | 5,169.80 | | | | | . \$ | • | | 5,169.80 |
| 190 | 0 Evergreen Specialties | window treatments | 3,185.00 | | 3,185,00 | | | | | \$ | | • | 3,185.00 |
| 200 | 0 Pittman Plumbing | Plumbing | 16,500.00 | | 16,500.00 | _ | | 8,250,00 | 8,250.00 | \$ 825.00 | | 7,425.00 | 9,075.00 |
| 210 | 0 UBM Mechanical | | 18,800.00 | | 18,800.00 | | | | - | | - | , | 18,800.00 |
| 220 230 | 0 Code Engineering Serv | y electrical | 70,000.00 | | 70,000.00 | | | 38,500,00 | 33,500.00 | \$ 3,850.00 | | 34,650.00 | 35,350.00 |
| 24(| 240 Paschen Milhouse | DB Contingency | 16,409.00 | | 16,409.00 | | | | | , , , , | | , , | 16 409 DD |
| 251 | 250 Paschen Milhouse | DB Overhead & Fee | 42,035.00 | | 42,035.00 | | 10,950.96 | 8.365.14 | 19,336.10 | \$ 838.51 | 10,950.96 | 7,546.63 | 23,537.41 |
| 261 | 260 Paschen Milhouse | DB General Conditions | 39,962.00 | | 39,962.00 | | 10,950.95 | 743157 | | \$ 743.16 | 10,950.95 | 6,688.41 | 22,322,64 |
| 5 | 270 Paschen Milhouse | DB General Requirement | 26,704.00 | | 26,704.00 | + | | | Í | 49 | • | ' | 26,704.00 |
| 8 | 280 Paschen Milhouse | pond | 2,864.00 | | 2,864.00 | | | 2,864.00 | | \$ 286.40 | | 2,577.60 | 286.40 |
| Ŕ | 290 Paschen Milhouse | insurance | 3,655.64 | | 3,655.64 | | | 3,655,84 | 3,655.64 | \$ 365.56 | | 3,290.08 | 365.56 |

309,981.59

227,009.95

29,615.91

278,984,46 22,358,60

249.368.55

29,615.91

566,607.44

566,607,44

TOTAL page1

Brown, W

CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT (page _of _)

| AMOUNT OF ORIGINAL CONTRACT | 566,607.44 | TOTAL AMOUNT REQUESTED | \$278,984.46 |
|--------------------------------|--------------|--------------------------------|--------------|
| EXTRAS TO CONTRACT | \$0.00 | LESS 10% RETAINED | \$22,358.60 |
| TOTAL CONTRACT AND EXTRAS | \$0.00 | NET AMOUNT EARNED | \$256,625.87 |
| CREDITS TO CONTRACT | \$0.00 | AMOUNT OF PREVIOUS PAYMENTS | \$29,615.91 |
| ADJUSTED CONTRACT PRICE | \$566,607.44 | AMOUNT DUE THIS PAYMENT | \$227,009.95 |
| | | BALANCE TO COMPLETE | \$309,981.59 |

Contractor certifies that to the best of its knowledge, information and belief, the work is in accordance with the Contract Documents; that suppliers of materials, services, labor and all Subcontractors (including all significant sublevels thereof) are being currently paid, and that the amount of the payments applied for are justified. These provisions should not be construed as conferring any rights hereunder for the benefit of Subcontractors, suppliers, workers or employees, nor as enlarging or altering the application or effect of existing lien laws.

That the Waivers of Lien and submitted herewith by affiant and each of the aforesaid persons, are true, correct, and genuine; that each and every Waiver of Lien was delivered unconditionally; that there is no claim either legal or equitable to defeat the validity of any of said Waivers of Lien; that said Waivers of Lien include such Waivers of Lien from all Subcontractors, suppliers of material or other agents acting on behalf of affiant in connection with the work or arising out of the Work; and that so far as affiant has knowledge or information, the said Waivers of Lien include all the labor and material for which a claim could be made and for which a lien could be filed.

That neither the partial payment nor any part thereof has been assigned.

That said Contractor herein expressly affirms that should it at any time appear that any illegal or excess payments have been made to said Contractor by or on behalf of the PUBLIC BUILDING COMMISSION OF CHICAGO, the said Contractor will repay on demand to the PUBLIC BUILDING COMMISSION OF CHICAGO the amount or amounts so paid; and if any lien remains unsatisfied after all payments are made, the Contractor shall refund to the PUBLIC BUILDING COMMISSION OF CHICAGO all moneys that the latter may be compelled to pay in discharging such a lien including all costs and a reasonable attorney's fee.

Name - Charles Freiheit Title - Vice President

Subscribed and sworn to before me this 17th day of July , 2013.

Notary/Public

Commission expires: My Official Seal Jean A. Borg Notary Public State of Illinois Commission Expires 07/22/2014

| NAMES WHAT FOR PRICE PAID PAYMENT DUE PASCHENMILHOUSE, JV General Construction \$666,607.44 29,615.91 227,009.95 \$309, | STATE OF ILLINO | s , | | | | | | | | | | |
|---|---|--|-------------------------------------|---|---|---|------------------------------|---|--|--------------|----------|---------------------------------------|
| WHERE A Bundwingowed have been employed by | COUNTY OF COOP | кĴ | SS. | | | | | | Loan# | | | |
| to furnish | TO WHOM IT MAY | CONCER | IN: | | | | | | | | | |
| <form><pre>ch prestezzionza internet. Imprestezzionza internet. Impressenzionza internet. Impressenzi</pre></form> | WHEREAS the und | lersigned l | has beer | employed by | | PUBLIC BUILDING COMMISSION C | IF CHICAG | <u>o</u> | | | | |
| <form> Initial </form> | o furnish | Gene | ral Cons | truction | | | | | | | | |
| <form> Image: Instrume in the instrume i</form> | or the premises kno | own as | Bro | wn. W | | | | | | | | |
| <u> </u> | of which | | | | | | | | | | ist | he owner, |
| mprovements benefit, end on the material, fatures, apparatus or machiney, fundiar of an encepts, fundiar of an encepts of the over encepts of the | \$227.009.9 | 9 <u>5</u>) Dolla | ars, and o | other good and v | aiuable conside | rations, the receipt whereof is hereby | acknowled | ged, do(es) hereby | waive and release ar | ny and all | | |
| hit | mprovements there | ion, and o | n the ma | terial, fixtures, a | pparatus or mac | hinery furnished, and on the moneys, | funds or ot | ther considerations | due or to become due | 9 | | |
| Bignature and Sear: ACTE: All values runs the for the full amount paid. If walver is for a corporation, corporate name should be used, corporate seal affixed and life of officer signing iterative runs of the partnership, the part | Given under | MY | | | hand | SIGNED | | | and sealed | ON | <u> </u> | · · · · · · · · · · · · · · · · · · · |
| NOTE: All valuers must be for the full amount paid. If walver is for a corporation, corporate name should be used, gandre should sign and designed beinged as partner. INTERCIPIENT OF COOK To CONTROCOM To COOK To CONTROCOM TO CONTROLOM T | this | 17th | | day of | | July | | | | 20 <u>13</u> | | |
| Igning weiver about de be set forth; if weiver is for a partmership, the partmership name about de buend, partner about d sign and designate himself as partner. TATE OF ILLINON SOUNTY OF COOK TO WHOM IT MAY CONCERNE The undersigned, being duly svorm, deposes and says that he is CONTRACTOR'S AFFIDAVIT The <u>PASCHAWMILHOUSE_JU</u> Work on the United of the Contractor of the <u>Contractor of the Contractor o</u> | | | | | | Signature and Seal: | 6 | 2 | 72 | | | |
| ITATE OF ILLINOI SUNTY OF COX SS. SS. SOUNTY OF COX SS. SS. SS. SOUNTY OF COX SS. SS. SS. SOUNTY OF COX SS. SS. SS. SS. SS. SS. SS. SS. SS. SS | | | | | | | | | | úng | | |
| St. OWHON IT MAY CONCERN: HE undersigned, being duly swom, deposes and says that ho is | | | | | | CONTRACTOR'S | AFFIDA\ | /ІТ | | | | |
| DOWNOM IT MAY CONCERN: The undersigned, being duy swom, deposes and asys that he is | TATE OF ILLINOIS | s j | - 55 | | | | | | | | | |
| He undersigned, being duly swom, deposes and says that he is Charles Ereinet work on the If the | OUNTY OF COOK | ۲ | | | | | | | | | | |
| PASCHENNIL HOUSE, JV work on the is the contractor for the General Construction work on the uilding located at Brown, W or which he has received payment of \$ 20.615.91 into to the payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim all har logal or equilable to defead the validity alivers. That here names of all particles who have furnished material is no claim all har logal or equilable to defead the validity alivers. That here names of all particles who have furnished material and unconditionally and that there is no claim all har logal or equilable to defead the validity alivers. That here names of all particles who have furnished material and unconditional to exist work and the amount due or to become due to each, and the thems mentioned clude all labor and material required to complete said work according to plans and specifications: Image: the same set of the construction thereof and the amount due or to become due to each, and the thems mentioned clude all labor and material required to complete said work according to plans and specifications: Image: the same set of the construction thereof and the amount due or to become due to each, and the thems mentioned clude all labor and material required to complete said work or to material and waiter at the same set of the construction with said work or to become due to any person for material, labor or other contracts for said work, outstanding, and that there is nothing due or to | O WHOM IT MAY | CONCER | N: | | | | | | | | | |
| PASCHENNIL HOUSE, JV work on the is the contractor for the General Construction work on the uilding located at Brown, W or which he has received payment of \$ 20.615.91 into to the payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim all har logal or equilable to defead the validity alivers. That here names of all particles who have furnished material is no claim all har logal or equilable to defead the validity alivers. That here names of all particles who have furnished material and unconditionally and that there is no claim all har logal or equilable to defead the validity alivers. That here names of all particles who have furnished material and unconditional to exist work and the amount due or to become due to each, and the thems mentioned clude all labor and material required to complete said work according to plans and specifications: Image: the same set of the construction thereof and the amount due or to become due to each, and the thems mentioned clude all labor and material required to complete said work according to plans and specifications: Image: the same set of the construction thereof and the amount due or to become due to each, and the thems mentioned clude all labor and material required to complete said work or to material and waiter at the same set of the construction with said work or to become due to any person for material, labor or other contracts for said work, outstanding, and that there is nothing due or to | HF undersigned b | eina dulv | swom d | eposes and save | s that he is | Charles Freiheit | 102658 | | | | | |
| uikiding located at | f the | PASC | | HOUSE, JV | | | | | | · · · · · | | |
| hat the total amount of the contract including extras is <u>\$566,607.44</u> of which he has received payment of \$ <u>28,815.91</u> for to this payment. That all waivers are true, correct and genuine and delivered uncontitionally and that there is no claim either legal or equilable to defeat the validity aviews. That he names of all payments who have turnished material or labor, or both, for said work and all parties have join contracts or sub contracts or specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and the items mentioned is used. That here is all work according to plans and specifications: The material required to complete said work according to plans and specifications: The material required to complete said work according to plans and specifications: The material required to complete said work according to plans and specifications: The material required to complete said work according to plans and specifications: The material required to complete said work according to plans and specifications: The material required to complete said work according to plans and specifications: The material required to complete said work according to plans and specifications: The material required to complete said work according to plans and specifications: The material required to complete said work according to plans and specifications: The material required to complete said work according to plans and specifications: The material required to complete said work according to plans and specifications: The material required to complete said work according to plans and specifications: The material required to complete said work according to plans and specifications: The material required to complete said work according to plans and specifications: The material required to complete said work according to plans according to | | or for the | Bro | | aruction | | | | | | won | con the |
| NAMES WHAT FOR PRICE PAID PAYMENT DUE PASCHEN/MILHOUSE, JV General Construction \$566,607.44 29,615.91 227,009.95 \$309, | rior to this payment aivers. That the fo or specific portions | t. That ali sllowing an of said we | l waivers e the na ork or for | are true, correct mes of all parties material enterin | t and genuine ar s who have furni g into the constr | nd delivered unconditionally and that ished material or labor, or both, for sa uction thereof and the amount due or | there is no o id work and | claim either legal or I all parties having c | equitable to defeat the ontracts or sub contra | ne validity | | |
| PASCHEN/MILHOUSE, JV General Construction \$566,607.44 29,615.91 227,009.95 \$309, Image: state | | | NAMES | ··· · · · · · | | WHAT FOR | 10 | | | | | BALANCE |
| OTAL LABOR AND MATERIAL TO COMPLETE \$ OTAL LABOR AND MATERIAL TO COMPLETE \$ July 227,009.95 hat 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 July 2013 Signed this 17th Signature: | | PASCHE | | | | | _ | | | | | \$309,981.59 |
| OTAL LABOR AND MATERIAL TO COMPLETE \$ OTAL LABOR AND MATERIAL TO COMPLETE \$ 0 OTAL LABOR AND MATERIAL TO COMPLETE \$ 1 \$ 566,607.44 29,615.91 227,009.95 \$ 309, hat 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 ork of any kind done or to be done upon or in connection with said work other than above stated. Signed this 17th day of July 2013 | | | | | | | | | | | | |
| OTAL LABOR AND MATERIAL TO COMPLETE \$ 566,607.44 29,615.91 227,009.95 \$ 309, hat 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 ork of any kind done or to be done upon or in connection with said work other than above stated. 309, Signed this 17th day of July 2013 Signature: Signature: 309, 309, ubscribed and swom to before me this 17th day of July , 2013 Natar@evelta Max off July , 2013 309, | | | | | | | _ | | | | | |
| hat 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 ork of any kind done or to be done upon or in connection with said work other than above stated. Signed this Inthermoster day of July 2013 | | | | | | | _ | ···· | | | \$ | • |
| hat 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 ork of any kind done or to be done upon or in connection with said work other than above stated. Signed this Inthermoster day of July 2013 | | | | | | | _ | | | | | |
| ork of any kind done or to be done upon or in connection with said work other than above stated. Signed this 17th | OTAL LABOR AND | MATER | AL TO C | OMPLETE | | • | \$ | 566,607.44 | 29,615.91 | 227,009.95 | \$ | 309,981.59 |
| Signature: | | | | | | | o any perso | on for material, labo | r or other | | | |
| ubscribed and swom to before me this 17th day of | Signed this | | | 17th | | day of | | July | | <u> </u> | 2013 | |
| Alan O Boey | | | | | | Signature: | \geq | The second | | | | |
| Alan O Boey | | | | _ | 4 745 | • | dourof | • | ladar | | 2013 | |
| Jean A. Borg Notary Public State of Illinois My Commission Expires 07/22/2014 | | | | | | | Notang | | blic State of Illin | ois | | |

| VUBLIC BUILDING COMMISSION OF CHICAGO | EXHIBIT B |
|---------------------------------------|-----------|
| PUBLIC BUILD | |

| | - | | | | CONINAC | TOR'S SWL | ORN STALEMEN | CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT (1 of) | OR PAK HAL P | AYMENT (1 o | | | |
|---------------|--|---|--|--|---|--|---|--|--|---|---|----------------|-------------------|
| PBC Project # | scrool Investment Program | gram | | | | | CONIRACION F | CONIKACIOK PASCHENMILHOUSE, JV | | | Late | 2/17/2013 | |
| Job Location | Cather | 18090 | | | | | | | | | | | |
| Owner | Owner Public Building Commission Of Chicago | ssion Of Chicago | | | | APPLICATION. | APPLICATION FOR PAYMENT | 2 | | | | | |
| | STATE OF ILLINOIS } COUNTY OF } | 12 | | | | | | | | | | | |
| | The affiant, being first of that heisthe is well acqu 20, for the folk | The aftent, being rate dury some on peth, depress and says that the she is of of | s and says that he/sh set forth and that sai | e is d corporation is th | - Contractor with | the PUBLIC B | corporation, and du quilding commis | ily authorized to make t srow oF cHICAGO, O | his Affidavit in be wner, under Con | thalf of said corp tract No. | boration, and individually, dated the day of | | |
| | | | | | | Cather | | | | | | | |
| | that the following statements | that the following statements are made for the purpose of procuring a partial payment of | uring a partial payment of | | | 8. | | п | under the terms of said Contract. | aid Contract, | | | |
| | That the work for which with the contract docurt prepared materials, ed due and to become du paid to each of them fo | That the work for which payment is requested has been completed, free and clear of any and all claims, llens, charges, and expenses of any kind or nature whatsoever, and in full compliance with the or contract documents and the equivernents of has been contracted or and the fact the purposes of static contract documents and the equivernent of static Owner to static contract documents and the equivernent of static Owner has been contracted or and the fact the purposes of static contract documents and the tender or the static former or static intervents and the oth ropposite fact in typested with ranke and the materials, equipments, supplies, and services for an under them. That for the propresent of the the amount set form of the mass intervent and indirect or the statement of all such operated and and and the statement of the statement is statement, supplies, and sovices for and the statement is a full, the , and complete statement of all such porsons and of the full amount now due and the amount heretone paid to each of them respectively. That this statement is statement of all such porsons and of the full amount now due and the amount heretone paid to each of them factors, coupried, statement is statement of all such porsons and of the full amount now due and the amount heretone paid to each of them for auctivity. Coupried, and services, turnished or prepared by tach of on account of satic with and the amount heretone paid to each of them for auctivity. | been completed, fre of said Owner under ic of said Awner (ic of statients eity. That this subplies, and ipment, supplies, and | e and clear of any t them. That for th lone labor on said nt is a full, true, ar \$ services, furnishe | and all claims, lie e purposes of sair improvement. Th id complete statet ad or prepared by | ins, charges, a d contract, the at the respect ment of all su each of them | and expenses of an a following persons to armounds set for the persons and of the it o or on account of | y kind or nature whatso have been contracted v th opposite their names the full amount now due f said work, as stated: | ever, and in full c with, and have fur is the full arrour and the arrount | compliance taished or the formery heretofore | | | |
| | | | | | _ | | 1000 | Work Completed | | | | | |
| irem # | Subcontractor Name & Address | Type of Work | Original contract amount | Change Orders | Adjusted Contract Amt | % Camplete | Previous | Current | Total to date | retainage | net previous billing | net amount due | remaining to bill |
| Design Phase | | | | | | | | | | | | | |
| 0 | FGM Architects | Design phase - fee | 69,882.00 | | 69,882.00 | | 11,282.91 | 41,128,68 | 52,411.50 | | 11,282,91 | 41,128.59 | 17,470.50 |
| 20 | FGM Architects | | 13,240.00 | | 13,240.00 | | • | | ' | | | • | 13,240.00 |
| 30 K P | 30 K Plus Environmental | Design phase - fee | 4,400.00 | | 4,400.00 | | ' | 4,400,00 | 4,400.00 | | 1 | 4,400.00 | • |
| 30 | 30 Valor Technologies | Environmental | 39,400.00 | | 39,400,00 | | <u>e- 1982</u> | 39.400.00 | 39.400.00 | \$ 3.940.00 | | 35.460.00 | |
| 40 | 40 Valor Technologies | Selective demo | 4.860.00 | | 4,860,00 | | 1 | 4.860.00 | 4.860.00 |) | 1 | 4.374.0D | 486 DD |
| 50 | 50 Precision Concrete | building concrete | 2,600.00 | | 2,600.00 | | 1 | States of the second | | | 1 | , | 2,600.00 |
| 60 | 50 Sandsmith Masonry | unit masonry | 750.00 | | 750.00 | | 1 | 750,00 | 750.00 | \$ 75.00 | 5 | 675.00 | 75.00 |
| 70 | Denk & Roche | Rough carpentry | 13,858.00 | | 13,858.00 | | | 11,779.30 | 11,779.30 | \$ 1,177.93 | 1 | 10,601,37 | 3,256.63 |
| 80 | 80 Bofo Waterproofing | Joint sealants | 1,500.00 | | 1,500.00 | | | | | \$ | 1 | ' | 1,500.00 |
| 8 | 90 Ashlaur Construction | Visual Display - Instalf | 2,400.00 | | 2,400.00 | | | | • | | 1 | - | 2,400.00 |
| 0 | 100 Precision Metals | Supply Doors/Hdw | 8,520.00 | | 8,520.00 | | | 1,704.00 | 1,704.00 | \$ 170.40 | 1 | 1,533.60 | 6,986.40 |
| DLL | 110 MJ Connely | Windows | 7,000.00 | | 7,000.00 | | | | _ | | 1 | , | 7,000.00 |
| 120 | 120 Ashlaur Construction | VCT, carpet & base | 41,045.00 | | 41,045.00 | | | 39,992,75 | _ | | E | 35,093.48 | 5,951.53 |
| 140 | 140 C&G Construction | visual display - Supply | 35,345.00 | | 35,345.00 | | | 33,272,65 | 33,577.75 | \$ 3,357.78 | 1 | 30,219.98 | 5,125.03 |
| 150 | ACS | Identify Devices | 160.00 | | 160.00 | | | | • | , | | 1 | 160.00 |
| 160 | 160 Interior Concepts | toilet & bath accessories | 125.00 | | 125.00 | | • > «1.4 | | • | \$ | | | 125.00 |
| 170 | 170 Sub to Let | food service equip. | 17,006.33 | | 17,006.33 | | | | • | 5 | • | I | 17,006.33 |
| 180 | 180 Evergreen Specialties | - | 3,700.00 | | 3,700.00 | | | | ' | ب | ' | | 3,700.00 |
| 190 | 190 Bruce Plumbing | plumbing | 12,987.00 | | 12,987.00 | | condý (ř | | • | s | | I | 12,987.00 |
| 200 | 200 ACCH, Inc. | HVAC | 53,500.00 | | 53,500.00 | | | | , | ب ج | | ı | 53,500.00 |
| 210 | 210 Code Enginering Servic electrical | ici electrical | 113,500.00 | | 113,500.00 | | | 68,100,00 | 68,100.00 | \$ 6,810.00 | 1 | 61,290.00 | 52,210.00 |
| 220 | Broadway Electric | electrical | 274,600.00 | | 274,600.00 | | | 154,750.00 | 164,760.00 | \$ 16,476.00 | , | 148,284.00 | 126,316.00 |
| 1070 | 230 Sub to Let | Relocate A/C Outlets | | | 12,000.00 | | | | ' | | | | 12,000.00 |
| 250 | 250 250 | | 36,908.00 | | 36,958.55 | | | | , , | ч • | , , | • • | 36,958.55 |
| 260 | 260 Paschen Milhouse | DB Contingency | 30,213.00 | | 30,213.00 | | | | • | * * | - | | 30,213,00 |
| 270 | 270 Paschen Milhouse | DB Overhead & Fee | 74,815.00 | | 74,815.00 | | 20,438.45 | 11,732.00 | 32,170.45 | \$ 1,173.20 | 20,438,45 | 10,558.80 | 43,817.75 |
| 280 | 280 Paschen Milhouse | DB General Conditions | 78,404.00 | | 78,404.00 | | 20,438,46 | 13,275,26 | 33,713.72 | \$ 1,327.53 | 20,438,45 | 11,947.73 | 46,017.81 |
| 290 | 290 Paschen Milhouse | DB General Requirement | ., | | 39,711.50 | | | | | ج | | • | 39,711.50 |
| 300 | 300 Paschen Milhouse | Bond | 4,920,50 | | 4,920.50 | | | 4,820,50 | 4,920.50 | \$ 492.05 | 1 | 4,428.45 | 492.05 |
| 310 | 310 Paschen Milhouse | Insurance | 6,893.30 | | 6,893,30 | | | 6,893.30 | 6,893.30 | \$ 689.33 | 1 | 6,203.97 | 689.33 |
| | | | | Ţ | | | | | | | | | |

545,815.40

406,198.96

52,159.82

40,074.49

498,433,27

446,273,45

52,159.82

1,008,114.18

1,008,114.18

page' TOTAL

Cather

CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT (page _of _)

| AMOUNT OF ORIGINAL CONTRACT | 1,008,114.18 | TOTAL AMOUNT REQUESTED | \$498,433.27 |
|--------------------------------|----------------|--------------------------------|--------------|
| EXTRAS TO CONTRACT | \$0.00 | LESS 10% RETAINED | \$40,074.49 |
| OTAL CONTRACT AND EXTRAS | \$0.00 | NET AMOUNT EARNED | \$458,358.78 |
| CREDITS TO CONTRACT | \$0.00 | AMOUNT OF PREVIOUS PAYMENTS | \$52,159.82 |
| ADJUSTED CONTRACT PRICE | \$1,008,114.18 | AMOUNT DUE THIS PAYMENT | \$406,198.96 |
| | | BALANCE TO COMPLETE | \$545,815.40 |

Contractor certifies that to the best of its knowledge, information and belief, the work is in accordance with the Contract Documents; that suppliers of materials, services, labor and all Subcontractors (including all significant sublevels thereof) are being currently paid, and that the amount of the payments applied for are justified. These provisions should not be construed as conferring any rights hereunder for the benefit of Subcontractors, suppliers, workers or employees, nor as enlarging or altering the application or effect of existing lien laws.

That the Waivers of Lien and submitted herewith by affiant and each of the aforesaid persons, are true, correct, and genuine; that each and every Waiver of Lien was delivered unconditionally; that there is no claim either legal or equitable to defeat the validity of any of said Waivers of Lien; that said Waivers of Lien include such Waivers of Lien from all Subcontractors, suppliers of material or other agents acting on behalf of affiant in connection with the work or arising out of the Work; and that so far as affiant has knowledge or information, the said Waivers of Lien include all the labor and material for which a claim could be made and for which a lien could be filed.

That neither the partial payment nor any part thereof has been assigned.

That said Contractor herein expressly affirms that should it at any time appear that any illegal or excess payments have been made to said Contractor by or on behalf of the PUBLIC BUILDING COMMISSION OF CHICAGO, the said Contractor will repay on demand to the PUBLIC BUILDING COMMISSION OF CHICAGO the amount or amounts so paid; and if any lien remains unsatisfied after all payments are made, the Contractor shall refund to the PUBLIC BUILDING COMMISSION OF CHICAGO all moneys that the latter may be compelled to pay in discharging such a lien including all costs and a reasonable attorney's fee.

Name - Charles Freiheit Title - Vice President

Subscribed and sworn to before me this 17th day of July , 2013.

V/Public Nota

My Commission expires: Official Seal Jean A. Borg Notary Public State of Illinois My Commission Expires 07/22/2014

| STATE OF ILLINOIS | | | Gty # | | |
|---|---|---|---|-----------------------------|---------------------|
| COUNTY OF COOK | | I | Loan # | | |
| TO WHOM IT MAY CONCERN: | | | | | |
| WHEREAS the undersigned has been employed by | PUBLIC BUILDING COMMISSION OF | CHICAGO | | | |
| to furnish General Construction | | | | | |
| for the premises known as <u>Cather</u> | | | | | |
| of which | PUBLIC BUILDING COMMISSION OF CH | | 1995 - J. 2006 (1996 - Jones) (1996 - T. S. M. Sheek of Statistical Statistics) | | is the owner. |
| The undersigned, for and in consideration of \$ | te of Illinois, relating to mechanics' liens, with re- atus or machinery furnished, and on the moneys, | acknowledged, do(es) hereby spect to and on said above-de funds or other considerations | y waive and release a ascribed premises, and a due or to become d | any and all nd the ue | |
| Given underMY | hand <u>SIGNED</u> | a | nd sealed(| | |
| this day of | July | | | 2013 | |
| | Signature and Seal: | | >th | > | |
| NOTE: All waivers must be for the full amount paid. If waiv signing waiver should be set forth; if waiver is for a partner | | | | gning | |
| | CONTRACTOR'S A | FFIDAVIT | | | |
| | | | | | |
| COUNTY OF COOK SS. | | | | | |
| TO WHOM IT MAY CONCERN: | | | | | |
| THE undersigned, being duly sworn, deposes and says that of the <u>PASCHEN/MILHOUSE, JV</u> who is the contractor for the <u>General Construction</u> | | ロ: 売 | | | work on the |
| building located at Cather owned by PUBLIC BUILDING COMMISSION (| | | | | |
| That the total amount of the contract including extras is prior to this payment. That all waivers are true, correct and waivers. That the following are the names of all parties who for specific portions of said work or for material entering into include all labor and material required to complete said work | have furnished material or labor, or both, for sain the construction thereof and the amount due or | d work and all parties having | r equitable to defeat contracts or sub con | | |
| | | CONTRACT | AMOUNT | THIS | BALANCE |
| PASCHEN/MILHOUSE, JV | General Construction | PRICE \$1,008,114.18 | PAID 52,159.82 | PAYMENT 406,198.96 | DUE \$549,755.40 |
| | | | | | |
| · · · · · · · · · · · · · · · · · · · | | | | | |
| | | | | 1 | ; <u> </u> |
| | | | | | |
| TOTAL LABOR AND MATERIAL TO COMPLETE | | \$ 1,008,114.18 | 52,159.82 | 406,198.96 | 549,755.40 |
| That there are no other contracts for said work outstanding, work of any kind dons or to be done upon or in connection v | | o any person for material, lab | or or other | | |
| Signed this17th | day of | July | | <u>, 2</u> | 013 |
| | Signature: | 32 | | | |
| Subscribed and sworn to before me this | 17th | day of | July | . 20 | 013 |
| | | S 🗸 Jean | A. Borg co State of Illinois Expires 07/22/2 | | |

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| exhibit B | |
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| W | |

| Project Name | School Investment Program | men | | | CONTRAC | TOR'S SWOF | RN STATEMEN | CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT (1 of) CONTRACTOR PASCHENMIHOUSE IN | OR PARTIAL PAY | MENT (1 of |) Date | 7/17/2013 | |
|----------------------|--|--|---|---|---|--|--|--|--|--|----------------------------------|------------------------|-------------------|
| PBC Project # | 4 | | | | | I | | | | | | | |
| Job Location | Chalmers | 18920 | | | | | | | | | | | |
| Owner | Owner Public Building Commission Of Chicago | ision Of Chicago | | | 2 | APPLICATION FOR PAYMENT | R PAYMENT | 2 | | | | | |
| | STATE OF ILLINOIS } COUNTY OF } The affiant, being first di individually, that he/she day of20 | strate or it. LINOIS } ss country or } in the finant, being first dury swom on oath, deposes and says that helshe is <u>of the contractor</u> and linois corporation, and dury authorized to make this Afridavit in behalf of said corporation, and individually that helshe is well accurated to the fourth and that said corporation is the Contractor with the PUBLIC BUILDING COMMISSION OF CHICAGO, Owner, under Contract No day of20 for the following project:Contract to the following project:Character of the following project of | i and says that he/s) facts herein set fort | he ishand that said co | ofporation is the Ci | , an Itinois ontractor with th Chalmers | corporation, and he PUBLIC BUIL | duiy authorized to make DING COMMISSION OF | this Affidavit in bel- CHICAGO, Owner, | alf of said co under Contra | poration, and et No dated the | | |
| | that the following statements : | that the following statements are made for the purpose of procuring a partial psyment of | ring a partial payment of | | | °, | | 5 | under the terms of said Contract; | Contract; | | | |
| | That the work for which with the contract docum prepared materials, equ due and to become due paid to each of them for paid to each of them for | That the work for which payment is requested has been completed, free and clear of any and all claims, liens, charges, and expenses of any kind or nature whatscever, and in full compliance with the contract documents and the requirements of said Owner under them. That for the purposes of said contract, the following persons have been contracted with, and have Humished or propared metricina, equipment, supplies, and averta and have furnished or conservating in a contract documents and the requirements of said Owner under them. That for the purposes of said contract documents are the full annount of money to propared metricina, equipment, applies, and expenses of said contracted with the contracted with annount of money to the contract documents and the annount of money to the contract documents and the annount is a staticed on the said of the full annount of money to become due to active documents. That this tastement is a full to become due to active full annount how use and the annount herefore the annount to active the full annount of the annount of a staticed to active the statement is a full, thue, and complet statement of all such passons and of the full annount how use and the annount herefore paid to each of them for such labor, materials, equipment, supplies, and services, furnished or prepared by each of them to or on account of said work, as stated: | been completed, fre of satid Owner unde ces for, and having iy. That this statem ipment, supplies, an ipment, supplies, an | e and clear of any them. That for th done labor on sai ant is a full, true, s d services, furnis! | and all claims. liens, charges, te purposes of said contract, th improvement. That the respo ind complete statement of all s hed or prepared by each of the | ens. charges, a lid contract, the find the respect ement of all suc y each of them | ind expenses of a following person: if following person: two amounts set if the or on account to or on account | and expenses of any kind or nature whatsoever, le following persons have been confracted with, a divert manufus are forth opposite their name is the uch persons and of the full amount now due and m to or on account of said work, as stated: m to or on account of said work, as stated. | ever, and in full co with, and have fumi sis the full amount e and the amount h | compliance unt of money ut heretofore | | | |
| | | | | | Adjusted Contract | $\left \right $ | | -Work Completed | | | | | |
| # ITEM # | Subcontractor Name & Address | Typo of Work 0 | Original contract amount | Change Orders | Ant | % Complete | Prevíaus | Current | Total to date | retainage | net previous billing | net amount due | remaining to tail |
| Design Phase | Mode Amhitede | Dacinn chaca fao | A0 00 | | 00 012 02 | | 040 | 20 000 00 | 20 205 00 | | 00 507 0 | 000000 | 00 JOT 17 |
| 20 | 20 Mode Architects | Design phase - reimbur. | 6.240.00 | | 6.240.00 | | | 07600 04 | nn:ene'ze | | 6,400,00 | 12.860,64 | 6 240 DD |
| 30 | ental | Design phase - fee | 4,400.00 | | 4,400.00 | | | 4:400:00 | 4,400.00 | | - | 4,400.00 | - |
| Cost of Construction | iction | | | | | | uritiit | | | | | | |
| 30 | 30 Vator Technologies | Environmental | 41,425.00 | | 41,425.00 | | | 41.425.00 | 41,425.00 | \$ 4,142.50 | | 37,282.50 | 4,142.50 |
| 4(| 40 Valor Technologies | Selective demo | 3,930.00 | | 3,930.00 | | , | 2,751.00 | 2,751.00 | \$ 275.10 | | 2,475.90 | 1,454.10 |
| 50 | Sandsmith | Unit masonry | 47,000.00 | | 47,000.00 | | | 1 | | | | - | 47,000.00 |
| 60 | Denk & Roche | Rough carpentry | 152,770.00 | | 152,770.00 | | | 39,396.00 | 39,396.00 | \$ 3,939,60 | | 35,456.40 | 117,313.60 |
| 02 | 0 Sub To Let | Wood Casework | 13,105.50 | | 13,105.50 | | | | , | , Ф | | - | 13,105.50 |
| | 80 Boto Waterproofing | Joint Sealants | 35,000,00 | | 35,000.00 | | | 35,000,00 | 35,000.00 | \$3,500.00 | - | 31,500.00 | 3,500.00 |
| 90 | Precisions Metals | doors/frames/how-Supply | 3,220.00 | | 3,220,00 | | (m 888 | | • | , | ' | , | 3,220.00 |
| 011 | d MJ Connely | VVINDOW AVC Panel | 2,000.00 | | 2,000.00 B5 506 00 | | | 60 603 40 | - 09 69 | - CC CC CC CC CC CC CC CC CC CC CC CC CC | | | 2,000.00 |
| 120 | Destiny Painting | Painting | 210.500.00 | | 210.500.00 | | | 84 200.00 | 84 200 00 | 5.8.420.00 | | 51,824,05 75,780,00 | 134 700 DD |
| 130 | _ | visual display - Supply | 7,668.00 | | 7,668.00 | | | 2,668,00 | 7,668.00 | \$ 766.80 | , | 6,901.20 | 766.80 |
| 140 | D Sub To Let | visual display - install | 4,635.00 | | 4,635.00 | | | 4,635.00 | 4,635.00 | \$ 463.50 | | 4,171.50 | 463.50 |
| 140 | o Sub to Let | path of travel improve. | 35,483.49 | | 35,483.49 | | | | | ، ب | | • | 35,483.49 |
| 150 | o ACS | identifying devices | 2,200.00 | | 2,200.00 | | | | , | , 9 | | , | 2,200.00 |
| 161 | 160 Sub to Let | toilet & bath accessories | 7,700.00 | | 7,700.00 | | <u></u> | | ' | , \$ | | , | 7,700.00 |
| 171 | 170 Evergreen Specialties | window treatments | 1,790.00 | | 1,790.00 | | | | , | | | • | 1,790.00 |
| 18 | 180 Pittman Plumbing | plumbing | 48,520.00 | | 48,520.00 | | | 9.704.00 | 9,704.00 | \$ 970.40 | | 8,733.60 | 39,786.40 |
| <u>19</u> | 190 ACCH, Inc. | HVAC | 100,000.00 | | 100,000,00 | | | 23,000,00 | 23,000.00 | \$ 2,300.00 | | 20,700.00 | 79,300.00 |
| 20(| 200 RAD Electric | electricat | 26,550.00 | | 26,550.00 | | <u></u> | 10.520.00 | 10,620.00 | \$ 1,062.00 | | 9,558,00 | 16,992.00 |
| 210 | | | | | | | | | , | | | • | |
| 8 | 220 Paschen Milhouse | DB Contingency | 35,371.00 | | 35,371.00 | | | | | | | | 35,371.00 |
| 23 | 230 Paschen Milhouse | DB Overhead & Fee | 87,209.00 | | 87,209.00 | | 17,632.96 | 14,634.37 | 32,267,33 | \$ 1,463.44 | 17,632.96 | 13,170.93 | 56,405.11 |
| 24 | 240 Paschen Milhouse | DB General Conditions | 87,398.00 | | 87,338.00 | | 17,632,95 | 14,704.31 | 32,337,26 | \$ 1,470.43 | 17,632.95 | 13,233,88 | 56,531.17 |
| \$ | 250 Paschen Milhouse | DB General Requirement | 41,974.00 | | 41,974.00 | + | 1000 | | , | | * | | 41,974.00 |
| 3 29 | 260 Paschen Milhouse | bond | 5,667,50 | T | 5,667.50 | | | 566750 | 5,667.50 | \$ 566.75 | | 5,100.75 | 566.75 |
| 72 | 270 Paschen Milhouse | insurance | 7,957.34 | • | 7,957.34 | | | 7,957.34 | 7,957.34 | \$ 795.73 | • | 7,161.61 | 795.73 |

750,028.59

381,289.53

43,731.71

462,026.83 37,005.59

418,295.12

43,731.71

1,175,049.83

1,175,049.83

OTAL page1

Chalmers

CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT (page _of _)

| AMOUNT OF ORIGINAL CONTRACT | 1,175,049.83 | TOTAL AMOUNT REQUESTED | \$462,026.83 |
|--------------------------------|----------------|--------------------------------|--------------|
| EXTRAS TO CONTRACT | - | LESS 10% RETAINED | \$37,005.59 |
| OTAL CONTRACT AND EXTRAS | 1,175,049.83 | NET AMOUNT EARNED | \$425,021.24 |
| CREDITS TO CONTRACT | \$0.00 | AMOUNT OF PREVIOUS PAYMENTS | \$43,731.71 |
| ADJUSTED CONTRACT PRICE | \$1,175,049.83 | AMOUNT DUE THIS PAYMENT | \$381,289.53 |
| | | BALANCE TO COMPLETE | \$750,028.59 |

Contractor certifies that to the best of its knowledge, information and belief, the work is in accordance with the Contract Documents; that suppliers of materials, services, labor and all Subcontractors (including all significant sublevels thereof) are being currently paid, and that the amount of the payments applied for are justified. These provisions should not be construed as conferring any rights hereunder for the benefit of Subcontractors, suppliers, workers or employees, nor as enlarging or altering the application or effect of existing lien laws.

That the Waivers of Lien and submitted herewith by affiant and each of the aforesaid persons, are true, correct, and genuine; that each and every Waiver of Lien was delivered unconditionally; that there is no claim either legal or equitable to defeat the validity of any of said Waivers of Lien; that said Waivers of Lien include such Waivers of Lien from all Subcontractors, suppliers of material or other agents acting on behalf of affiant in connection with the work or arising out of the Work; and that so far as affiant has knowledge or information, the said Waivers of Lien include all the labor and material for which a claim could be made and for which a lien could be filed.

That neither the partial payment nor any part thereof has been assigned.

That said Contractor herein expressly affirms that should it at any time appear that any illegal or excess payments have been made to said Contractor by or on behalf of the PUBLIC BUILDING COMMISSION OF CHICAGO, the said Contractor will repay on demand to the PUBLIC BUILDING COMMISSION OF CHICAGO the amount or amounts so paid; and if any lien remains unsatisfied after all payments are made, the Contractor shall refund to the PUBLIC BUILDING COMMISSION OF CHICAGO all moneys that the latter may be compelled to pay in discharging such a lien including all costs and a reasonable attorney's fee.

Name - Charles Freiheit Title - Vice President

Subscribed and sworn to before me this 17th day of July , 2013.

Notary/Public

My Commission expires Official Seal Jean A. Borg Notary Public State of Illinois Commission Expires 07/22/2014

| STATE OF ILLINOIS | | | Gty # | | |
|--|---|---|--|------------------------------|---------------|
| COUNTY OF COOK | | L | .oan # | | |
| TO WHOM IT MAY CONCERN: WHEREAS the undersigned has been employed by to furnish <u>General Construction</u> | PUBLIC BUILDING COMMISSION OF | CHICAGO | | | |
| for the premises known as <u>Chaimers</u> | | | <u> </u> | | |
| of which | PUBLIC BUILDING COMMISSION OF CH | | | NUMBER OF THE OWNER PROVIDED | is the owner. |
| The undersigned, for and in consideration of 381,289,53) Dollars, and other good and valuable of lien or claim of, or right to, lien, under the statues of the State of improvements thereon, and on the material, fixtures, apparatus from the owner, on account of labor services, material, fixtures, | f Illinois, relating to mechanics' liens, with re or machinery furnished, and on the moneys | / acknowledged, do(es) hereby spect to and on said above-de , funds or other considerations | waive and release a scribed premises, ar due or to become di | iny and all id the je | |
| Given under MY han | d SIGNED | ar | nd sealed <u>C</u> | N . | |
| this 17th day of | July | | ······································ | 0 <u>13</u> | |
| | Signature and Seal: | | ty_ | | |
| NOTE: All waivers must be for the full amount paid. If waiver is signing waiver should be set forth; if waiver is for a partnership | | | | ning | |
| | CONTRACTOR'S | AFFIDAVIT | | | |
| STATE OF ILLINOIS COUNTY OF COOK | | | | | |
| TO WHOM IT MAY CONCERN: | | | | | |
| THE undersigned, being duly sworn, deposes and says that he of the PA\$CHEN/MILHOUSE, JV | is Charles Freineit | | | | · · · · · · |
| who is the contractor for the General Construction | | | | | work on the |
| building located at Chalmers owned by PUBLIC BUILDING COMMISSION OF C | CHICAGO | | | | |
| That the total amount of the contract including extras is | \$1,175,049.83 | of which he has received p | | 43.731.71 | |
| prior to this payment. That all waivers are true, correct and gen waivers. That the following are the names of all parties who has for specific portions of said work or for material entering into the include all labor and material required to complete said work ac | ve furnished material or labor, or both, for sa e construction thereof and the amount due of | aid work and all parties having | contracts or sub cont | | |
| | | CONTRACT | AMOUNT | THIS | BALANCE |
| NAMES | WHAT FOR | PRICE | PAID | PAYMENT | DUE |
| PASCHEN/MILHOUSE, JV | General Construction | \$1,175,049.83 | 43,731.71 | 381,289.53 | \$750,028.59 |
| | | | | | 5 |
| | | | | | 5 |
| · · · · · · · · · · · · · · · · · · · | | | | | |
| TOTAL LABOR AND MATERIAL TO COMPLETE | | \$ 1,175,049.83 | 43,731.71 | 381,289.53 | 5 750,028.59 |
| That there are no other contracts for said work outstanding, and work of any kind done or to be done upon or in connection with | | | | 301,209.03 | 130,020.33 |
| Signed this 17th | day of | July | | <u> </u> | 013 |
| | Signature: | 27D | | | |
| Subscribed and sworn to before me this | 17th | day of | July | , <u>2</u> | 013 |
| | | | | | |
| | | S // Jean/ | al Seal A. Borg State of Illinois Expires 07/22/20 | A | |

| | | | | | CUNIKAN | TOR'S SWL | JRN STATEMEN | CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT (1 of) | JK PAKIIAL F | AYMENT (1 o | 1 | | |
|------------------------------|---|--|---|---|--|--|---|---|---|---|--------------------------------|----------------|----------------------|
| Project Name BC Project # | School Investment Program 4 | jram. | | | | | CONTRACTOR | PASCHENWILHOUSE, JV | | | Date | 7/17/2013 | |
| ob Location | Crane | 18720 | | | | | | | | | | | |
| Owner | Owner Public Building Commission Of Chicago | sion Of Chicago | | | | APPLICATION FOR PAYMER | FOR PAYMENT | 2 | | | | | |
| | STATE OF ILLINOIS } COUNTY OF } The afflant, being first di heiche is weil acquaintea for the following project. | STATE OF ILLINOIS } 25 COUNTY OF) SS COUNTY OF) Add Savorn on oath, deposes a heishe is well acquired with the facts herein set for for the following project: | and says that he/she th and that said cor | is poration is the Cont | ofrador with the PL | , an Illinois cor, BLIC BUILDIN | poration, and duly IG COMMISSION | s and says that heishe isof an illinois corporation, and duy authorized to make this Afficanti in behalf of said corporation, and individually; that forth and that said corporation with the PUBUC BUILDING COMMISSION OF CHICAGO, Owner, under Contract No dated fre day of 20_ | (頂davit in behalf nder Contract N | of said corporati odated ti | on, and individually; that | | |
| | that the following statements | | uring a partial payment of | | | Crane S | | 1 | under the terms of said Contract: | id Contract: | | | |
| | That the work for which contract documents and materials, equipment, as become due to each of them for such labor, ma | | een completed, free wher under them. Ti A having done labor (statement is a fulf, tr and services, furmish | : and clear of any ar hat for the purpose: on said improvement ue, and complete by red or prepared by | nd all claims, liens s of said contract, nt. That the respe tatement of all su each of them to o | , charges, and the following p tive amounts t th persons and r on account of | expenses of any k ersons have been set forth opposite t of the full amount t said work, as stat | ind or nature whatsoever, contracted with, and have heir names is the full amount roow due and the amount ted: | and in full comp a furnished or pre unt of money du theretofore paid | lance with the spared e and to to each of | | | |
| | | - | | | _ | | | Work Completed | | | | | |
| fTEM # | Subsortmactor Name & Address | Type of Work | Original contract amount | Change Orders | Adjusted Contract Amt | % Complete | Previous | Current | Total to date | nctatinage | net previous billing | net amount due | remaining to bill |
| Design Phase | | | | | | | | | | | | | |
| 10 | 0 Wallin - Gomez | Design phase - fee | 143,291.00 | | 143,291.00 | | 30,388.60 | 23600/12 | 107,468.25 | | 30,388.60 | 77,079.65 | 35,822.7 |
| 8 | 20 Wallin - Gomez | Design phase - reîmbur. | 2,640.00 | | 2,640.00 | | | | 1 | | Ţ | | 2,640.0 |
| Cost of Construction | JUIN PLUS ENVIRONMENTAL Studion | Lesign prase - ree | 00'002's | | 00:00%'¢ | | | 5,200.00 | 5,200.00 | | F | 5,200,00 | - |
| × | 30 Valor Technologies | Environmental | 39,400.00 | | 39,400.00 | | | 39,400,00 | 39,400.00 | \$ 3,940.00 | • | 35.460.00 | 3.940.0 |
| 4 | 40 Valor Technologies | Selective demo | 42,500.00 | | 42,500.00 | | , | 42 500.00 | 42,500.00 | | - | 38,250.00 | 4,250.0 |
| 5 | 50 Sandsmith Masonry | Unit masomy | 18,500.00 | | 18,500.00 | | • | | | \$ <u></u> | 1 | | 18,500.0 |
| ŭ | 60 Great Lakes Stair | metal fabrications | 2,640.00 | | 2,640.00 | | • | | , | | , | | 2,640.0 |
| * | 70 Denk & Roche | Rough carpentry | 123,737.00 | | 123,737.00 | | | 30,934,25 | 30,934.25 | \$ 3,093,43 | 1 | 27,840.83 | 95,896.1 |
| ā | BO Sub to Let | Wood Casework | 23,773.30 | | 23,773,30 | | T | | - | 4 57 | • | , | 23,773.3 |
| ā | 90 Bofo Waterproofing | Joint sealants | 3,500.00 | | 3,500.00 | | | | | | , | - | 3,500.0 |
| | 100 C & G Construction | Visual Display - Supply | 1,597.00 | | 1,597.00 | | | 1567.00 | | | 1 | 1,410.30 | 186.7 |
| | 110 Astraur Construction 120 Precision Metals | Visual Display - Install doors/frames/howsSumbr | 2,400.00 46 mm m | | 2,400,00 46,000,00 | | | 1,200.00 | 1,200.00 | \$ 120.00 | - | 1,080.00 | 1,320.0 |
| 13(| 130 MJ Corneliy | windows | 13.215.00 | | 13.215.00 | | | | F 1 | | | | 40,000,0 12,015,0 |
| 14(| 140 Ashlaur Construction | tik | 400.00 | | 400.00 | | | | | , , , , | | | |
| 151 | 150 Ashlaur Construction | VCT, carpet & base | 43,120,00 | | 43,120.00 | | | 17,228,00 | 17.248.00 | \$ 1.724.80 | | 15.523.20 | 77 596 8 |
| 16 | 160 LD Flooring | Wood Flooring | 54,059.00 | | 54,059.00 | | | 27,029.50 | 27,029.50 | 1 1 | | 24,326.55 | 29,732.4 |
| 170 | 0 Asher Bros | Painting | 370,000.00 | | 370,000.00 | | | 111,000,00 | 111,000.00 | \$ 11,100.00 | 4 | 00'006'65 | 270,100.0 |
| 17 | 170 JP Philips | Plaster Patching | 17,850.00 | | 17,850.00 | | | | , | • | | ľ | 17,850.0 |
| <u>e</u> | 180 ACS | identitying devices | 3,000.00 | | 3,000,00 | | | | ł | | - | | 3,000.0 |
| 19 | 190 Carrol Seating 200 Commercial Special | Bleachers toilat & hath arreasering | 88,000.00 585.00 | | 58,000.00 | | | 44,038,00 | 44,000.00 | \$ 4,400.00 | • | 39,600.00 | 48,400.0 |
| 211 | 210 Evergreen Specialties | window treatments | 225.00 | | 225.00 | | | | | | | | 0.900 |
| 221 | 220 Sub to Let | Wheelchair lift | 25,100.00 | | 25,100.00 | | | | - | \$ | | , | 25,100.0 |
| 23 | 230 Sub to Let | Pool Lift | 8,500.00 | | 8,500.00 | | | | Т | \$ | , | - | 8,500.0 |
| 24 | 240 Sub to Let | Auditorium Stage Modifica | 10,000.00 | | 10,000.00 | | | | - | , \$ | | | 10,000.0 |
| 5 | 250 B. Bruce Plumbing | plumbing | 116,950.00 | | 116,950.00 | | | 17,54250 | 17,542,50 | \$ 1,754.25 | | 15,788.25 | 101,161.7 |
| | 250 Autumn Construction Sel HVAC | ie HVAC | 12,400.00 | | 12,400,00 | | | | • | | , | | 12,400.0 |
| 280 | | | - nn'nn7'197 | | 00.002.182 | | | 54,350.00 | 84,360.00 | \$ 8,436.00 | • | 75,924.00 | 205,276.0 |
| 294 | 290 Paschen Milhouse | DB Confingency | 59,535.00 | | 59,535.00 | | | | - | , , , | | , | 59 535 0 |
| 30 | 300 Paschen Milhouse | DB Overhead & Fee | 144,356.00 | | 144,356.00 | | 87,776.69 | × | 87,776.69 | - 8 | 87,776.69 | - | 56,579.3 |
| 31 | 310 Paschen Milhouse | DB General Conditions | 152,649,40 | | 152,649.40 | | 87,776.68 | | B7.776.68 | - 5 | 87,776,68 | - | 64,872.7 |
| 32 | 320 Paschen Milhouse | DB General Requirements | 65,672.00 | | 65,672.00 | | Ţ | | - | - \$ | | - | 65,672.0 |
| 8 | 330 Paschen Milhouse | bond | 9,254.00 | | 9,254.00 | | | 9,254,60 | 9,254.00 | | | 8,328.60 | 925.4 |
| t 0 | 340 Paschen Milhouse | insurance | 13,497.42 | | 13,497,42 | | | 13,497,42 | 13,497,42 | \$ 1,349.74 | - | 12,147.68 | 1,349.7 |
| | | | _ | 1 | | - | | | | | - | | |

 1,260,945.10

477,869.05

205,941.97

43,953.27

727.754.29

521,812.32

205,941.97

944,746.12

1,944,746.12

TOTAL page

Crane

CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT (page _of _)

| AMOUNT OF ORIGINAL CONTRACT | 1,944,746.12 | TOTAL AMOUNT REQUESTED | \$727,754.29 |
|--------------------------------|----------------|--------------------------------|----------------|
| EXTRAS TO CONTRACT | \$0.00 | LESS 10% RETAINED | \$43,953.27 |
| OTAL CONTRACT AND EXTRAS | \$0.00 | NET AMOUNT EARNED | \$683,801.02 |
| CREDITS TO CONTRACT | \$0.00 | AMOUNT OF PREVIOUS PAYMENTS | \$205,941.97 |
| ADJUSTED CONTRACT PRICE | \$1,944,746.12 | AMOUNT DUE THIS PAYMENT | \$477,859.05 |
| | | BALANCE TO COMPLETE | \$1,260,945.10 |

Contractor certifies that to the best of its knowledge, information and belief, the work is in accordance with the Contract Documents; that suppliers of materials, services, labor and all Subcontractors (including all significant sublevels thereof) are being currently paid, and that the amount of the payments applied for are justified. These provisions should not be construed as conferring any rights hereunder for the benefit of Subcontractors, suppliers, workers or employees, nor as enlarging or altering the application or effect of existing lien laws.

That the Waivers of Lien and submitted herewith by affiant and each of the aforesaid persons, are true, correct, and genuine; that each and every Waiver of Lien was delivered unconditionally; that there is no claim either legal or equitable to defeat the validity of any of said Waivers of Lien; that said Waivers of Lien include such Waivers of Lien from all Subcontractors, suppliers of material or other agents acting on behalf of affiant in connection with the work or arising out of the Work; and that so far as affiant has knowledge or information, the said Waivers of Lien include all the labor and material for which a claim could be made and for which a lien could be filed.

That neither the partial payment nor any part thereof has been assigned.

That said Contractor herein expressly affirms that should it at any time appear that any illegal or excess payments have been made to said Contractor by or on behalf of the PUBLIC BUILDING COMMISSION OF CHICAGO, the said Contractor will repay on demand to the PUBLIC BUILDING COMMISSION OF CHICAGO the amount or amounts so paid; and if any lien remains unsatisfied after all payments are made, the Contractor shall refund to the PUBLIC BUILDING COMMISSION OF CHICAGO all moneys that the latter may be compelled to pay in discharging such a lien including all costs and a reasonable attorney's fee.

Name - Charles Freiheit Title - Vice President

Subscribed and sworn to before me this 17th day of July , 2013.

Notary/Public

My Commission expires: Jean A. Borg Notary Public State of Illinois My Commission Expires 07/22/2014

| | | | | Gty # | | |
|---|--|---|--|--|---|-----------------|
| OUNTY OF COOK | | | | Loan # | | |
| O WHOM IT MAY CONCERN: | | | | | | |
| /HEREAS the undersigned has been emplo | byed by PUBLIC BUILDING COM | MISSION OF CHICAGO | · · · · · · · · · · · · · · · · · · · | | | |
| furnish <u>General Constructio</u> | <u>n</u> | | | | | |
| r the premises known as <u>Crane</u> | | | | | | |
| which | PUBLIC BUILDING COMMIS | | | | AND ALL AND | is the owner. |
| en or claim of, or right to, lien, under the sta nprovements thereon, and on the material, f | interface of the state of the s | reof is hereby acknowled ' liens, with respect to an n the moneys, funds or c | lged, do(es) herel id on said above-o ther consideration | by waive and release tescribed premises, a is due or to become d | nd the lue | |
| iven under <u>MY</u> | hand <u>SIGNED</u> | | | and sealed | ON | |
| his day | ofJuly | | ~~~ | 2-3 | 2013 | |
| | Signature and | Seal: | LA | \gg | 5 | |
| | nt paid. If waiver is for a corporation, corporate n is for a partnership, the partnership name should | | | | gning | |
| | CONTRA | CTOR'S AFFIDAV | ΊT | | | |
| TATE OF ILLINOIS } SS. | | | | | | |
| OUNTY OF COOK | | | | | | |
| D WHOM IT MAY CONCERN: | | | | | | |
| HE undersigned, being duly sworn, deposes | s and says that he is Charles Freiheit ¹² 111 | | | | | |
| the PASCHEN/MILHOUS | al Construction | | | | | work on the |
| uilding located at Crane | OMMISSION OF CHICAGO | ····· | | | | |
| | ial entering into the construction thereof and the a plete said work according to plans and specificat | | edue to each, and | the items mentioned | | |
| | | | | | THIS PAYMENT | BALANCE |
| NAMES PASCHEN/MILHOUSE, . | JV General Constru | | \$1,944,746.12 | 205,941.97 | 477,859.05 | \$1,260,945.10 |
| | | | | | | \$ - |
| | | | | | | \$. |
| | | | | | | \$ |
| | | | | | | |
| OTAL LABOR AND MATERIAL TO COMPL | ETE | \$ | 1,944,746.12 | 205,941.97 | 477,859.05 | \$ 1,260,945.10 |
| | rk outstanding, and that there is nothing due or to in connection with said work other than above sta | | on for material, la | bor or other | | |
| | 7th day of | | July_ | | | 2013 |
| | Signature: | | 7 | | | |
| ubscribed and sworn to before me this | 17th | day of | | July | | 2013 |
| | | | | | | |
| | | | Augustic Seal A. Borg | Berj | | |
| | | My Commission | c State of Illin | ois 2/2014 | | |
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| UBLIC BUILDING COMMISSION | |
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EXHIBIT B

| Project Name PBC Project # | School Investment Program 4 | ອີເສເນ | | | CONTRAC | TOR'S SWC | DRN STATEMEN CONTRACTOR | CONTRACTOR'S SWORN STATEMENT AND AFFIDAUTT FOR PARTIAL PAYMENT (1 of) CONTRACTOR PASCHENMILHOUSE, JV | OR PARTIAL P | AYMENT (1 ol |) Date | 7/17/2013 | |
|-------------------------------|--|--|---|--|--|--|---|--|--|--|-------------------------------------|----------------|-------------------|
| Job Location | | 18180 | | | | | | | | | | | |
| Owner | Owner Public Building Commission Of Chicago | ssion Of Chicago | | | - | APPI ICATION FOR PAYMENT | OR PAYMENT | ~ | | | | | |
| | 6 | | | | - | | | , | | | | | |
| | STATE OF ULLINOIS } COUNTY OF } The affant, being first d individually; that he/she day of, 20 | STATE OF ILLINOIS } SS cOUNTY OF } The afficant, being first duty swom on octh, deposes and says that hels individually; that helshe is well acquainted with the facts herein set for individually; that helshe is well acquainteed with the facts herein set for day of 20 for the following project: | s and says that he/s facts herein set for | she is | - of poration is the C | an Itlino ontractor with | is corporation, and the PUBLIC BUILI | she is of of that said corporation is the Contractor with the PUBLIC BUILDING COMMISSION OF CHICAGO, Owner, under Contract No | e this Affidavit in ^c CHICAGO, Owr | behalf of said ci ner, under Contr | orporation, and act No dated the | | |
| | | | | | | Faraday | | | | | | | |
| | that the following statements | that the following statemeans are made for the purpose of procuring a partial payment of | uring a partial payment o | L | | ω. | | 3 | under the terms of said Contract; | aid Contract; | | | |
| | That the work for which with the contract docum prepared materials, equ due and to become due paid to each of them for | That the work for which payment is requested has been completed, free and clear of any and all claims, liens, charges, and expenses of any kind or nature whatscever, and in full compliance with the contract documents and the requirements of said Owner under them. That for the purposes of said contract, the following persons have been contracted with, and have furnished or prepared meeting equipments equipments are tupples, and aread owner under them. That for the purposes of said contract, the following persons have been contracted with, and have furnished or prepared materials equipments equipments and have furnished or the part of the tup set of said contract, the following persons have been contracted with. and have furnished or to be come due or on said or the set of interventer. That the respective amounts that manes is the full amount of monsy due and the become due to each of them respectively. That this statement is a full, the, and complet statement and a such the full amount now rise and the amount herefolore due on the form respectively. That this statement is a full, the, and complet statement of all such persons and of the full amount now use and the amount herefolore due on the for such labor, materials, equipment, supplies, and services, furnished or prepared by each of them to or on account of said work, as stated: | bean completed, fr of said Owner und, ices for, and having rices for, and having rices for, and having rices and lipment, supplies, a | ee and clear of any ar them. That for th done labor on sai done labor on sai thent is a full, thue, a nd services, fumisi | and all claims, li a purposes of ss d improvement. 1 and complete stat ned or prepared t | iens, charges, aid contract, th That the respe terment of all s by each of the | and expenses of a le following person crive amounts set of the persons and o m to or or account | rry kind or nature whats s have been contracted forth opposite their nam f the full amount now di of said work, as stated. | vetter, and in full with, and have f les is the full amc le and the amour | compliance urnished or unt of money theretofore | | | |
| | | | | | | | | -work completed | Ī | | | | |
| # M3LU | Subcontractor Namo & Address | Type of Work | Original contract amount | Change Ordens | Adjusted Contract Amt | % Complete | Previous | Current | Total to date | retainage | net previous billing | net amount due | remaining to bill |
| Design Phase | | | | | | | | | | | | | |
| 10 | 10 FGM Architects | Design phase - fee | 68,891.00 | | 68,891.00 | | 7,479.11 | 44,189,14 | 51,668.25 | | 7,479.11 | 44,189,14 | 17,222.75 |
| 2(| 20 FGM Architects | Design phase - reimbur. | 13,040,00 | | 13,040.00 | | | | ' | | 6 | | 13,040.00 |
| 30 | 30 K Plus Environmentat | Design phase - fee | 3,300.00 | | 3,300.00 | | 1 | 3,300.00 | 3,300.00 | | | 3,300.00 | , |
| Cost of Construction | uction | | | | | | | | | | | | |
| 4(| 40 Precision Concrete | building concrete | 2,600.00 | | 2,600.00 | | - | - | | | • | • | 2,600.00 |
| 35 | 50 Sandsmith Masonry | unit masonry | 44,000.00 | | 44,000.00 | | • | 44,000.00 | 44,000.00 | | | 39,600.00 | 4,400.00 |
| Ø | | Rough carpentry | 10,568.00 | | 10,568.00 | | | 10.568.00 | 10,568.00 | \$ 1,056.80 | | 9,511.20 | 1,056.80 |
| 70 | 0 Sub to Let | Membrane roofing | 7.441.34 | | 7,441.34 | | wové IB | | _ | | | 1 | 7,441.34 |
| 8 | 80 Precision Metals | doors/frames/hdw-Supply | 2,650.00 | | 2,650.00 | | | 530.00 | 530.00 | \$ 53.00 | - | 477.00 | 2,173.00 |
| 36 | 90 MJ Connelly | windows | 18,000.00 | | 18,000.00 | | | 16,000,00 | 16,000.00 | \$ 1,600.00 | | 14,400.00 | 3,600.00 |
| 10 | 100 Ashlaur Construction | tile | 4,700.00 | | 4,700.00 | | | | | \$ | | ı | 4,700.00 |
| 111 | 110 Ashlaur Construction | VCT, carpet & base | 1,660.00 | | 1,660.00 | | | 1,650.00 | 1,660.00 | \$ 166.00 | | 1,494.00 | 166.00 |
| 120 | 0 UBM Building Maint. | Painting | 34,000.00 | | 34,000.00 | | ******* | 23,800.00 | 23,800.00 | \$ 2,380.00 | , | 21,420.00 | 12,580.00 |
| 13(| 130 JP Phillips | Plaster Patching | 2,980.00 | | 2,980.00 | | - 4501P.2 | | · | , S | | | 2,980.00 |
| 14(| 140 C&G Construction | visual display - Supply | 2,029.00 | | 2,029,00 | | | | • | , \$ | • | • | 2,029.00 |
| 15(| 150 Ashlaur Construction | visual display - Instalf | 2,300.00 | | 2,300.00 | | | | | , \$ | | | 2,300.00 |
| 160 | 0 ACS | identifying devices | 220.00 | | 220.00 | | | | | ۍ د | | | 220.00 |
| 17 | 170 Interior Concepts | toilet & bath accessories | 125.00 | | 125.00 | | | | | \$ | • | , | 125.00 |
| 180 | 0 Great Lakes West | food service equipment | 10,000,00 | | 10,000.00 | | | | - | S | • | - | 10,000.00 |
| 190 | 0 Evergreen Specialties | window treatments | 2,730.00 | | 2,730.00 | | | | , | \$ | , | - | 2,730.00 |
| 200 | 0 B. Bruce Plumbing | plumbing | 44,160.00 | | 44,160.00 | | | 11,040.00 | 11.040.00 | \$ 1,104.00 | • | 9,936.00 | 34,224.00 |
| 210 | D ACCH, Inc. | HVAC | 90,000,00 | | 90,000.00 | | | 36,000,00 | 36,000.00 | \$ 3,600.00 | - | 32,400.00 | 57,600.00 |
| 221 | 220 Sharlen Electric | electrical | 244,188.00 | | 244,188.00 | | | 146.512.80 | 146,512,80 | \$ 14,651.28 | | 131,861.52 | 112,326.48 |
| 230 | | | | | | | | | - | ۲ ج | | ſ | |
| 24 | 240 Paschen Milhouse | DB Contingency | 24,720.00 | | 24,720.00 | | | | • | , 5 | - | , | 24,720.00 |
| 251 | 250 Paschen Milhouse | DB Overhead & Fee | 58,626.00 | | 58,626.00 | | 12,522.29 | 15618.19 | 28,140.48 | \$ 1,561.82 | 12,522.29 | 14,056.37 | 32.047.34 |
| 261 | 260 Paschen Milhouse | DB General Conditions | | | 52,910.00 | | 12,522.30 | 12,874.50 | 25,396.80 | \$ 1,287,45 | 12,522.30 | 11,587.05 | 28,800.65 |
| 270 | 0 Paschen Milhouse | DB General Requirement | | | 34,663.50 | | | | | ۲ | | - | 34,663.50 |
| 280 | 0 Paschen Milhouse | puod | 4,088.00 | | 4,088,00 | | | | 4,088.00 | \$ 408.80 | | 3,679,20 | 408.80 |
| 29 | 290 Paschen Milhouse | insurance | 5,472.30 | | 5,472.30 | | | 5,472.30 | 5,472.30 | \$ 547.23 | , | 4,925.07 | 547.23 |

414,701.89

342,836.55

32,523.70

32,816.38

408,176.63

375,652.93

32,523.70

790,062,14

790,062.14

TOTAL page1

Faraday

CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT (page _of _)

| AMOUNT OF ORIGINAL CONTRACT | 790,062.14 | TOTAL AMOUNT REQUESTED | \$408,176.63 |
|--------------------------------|------------|--------------------------------|--------------|
| EXTRAS TO CONTRACT | - | LESS 10% RETAINED | \$32,816.38 |
| OTAL CONTRACT AND EXTRAS | 790,062.14 | NET AMOUNT EARNED | \$375,360.25 |
| CREDITS TO CONTRACT | \$0.00 | AMOUNT OF PREVIOUS PAYMENTS | \$32,523.70 |
| ADJUSTED CONTRACT PRICE | 790,062.14 | | \$342,836.55 |
| | | BALANCE TO COMPLETE | \$414,701.89 |

Contractor certifies that to the best of its knowledge, information and belief, the work is in accordance with the Contract Documents; that suppliers of materials, services, labor and all Subcontractors (including all significant sublevels thereof) are being currently paid, and that the amount of the payments applied for are justified. These provisions should not be construed as conferring any rights hereunder for the benefit of Subcontractors, suppliers, workers or employees, nor as enlarging or altering the application or effect of existing lien laws.

That the Waivers of Lien and submitted herewith by affiant and each of the aforesaid persons, are true, correct, and genuine; that each and every Waiver of Lien was delivered unconditionally; that there is no claim either legal or equitable to defeat the validity of any of said Waivers of Lien; that said Waivers of Lien include such Waivers of Lien from all Subcontractors, suppliers of material or other agents acting on behalf of affiant in connection with the work or arising out of the Work; and that so far as affiant has knowledge or information, the said Waivers of Lien include all the labor and material for which a claim could be made and for which a lien could be filed.

That neither the partial payment nor any part thereof has been assigned.

That said Contractor herein expressly affirms that should it at any time appear that any illegal or excess payments have been made to said Contractor by or on behalf of the PUBLIC BUILDING COMMISSION OF CHICAGO, the said Contractor will repay on demand to the PUBLIC BUILDING COMMISSION OF CHICAGO the amount or amounts so paid; and if any lien remains unsatisfied after all payments are made, the Contractor shall refund to the PUBLIC BUILDING COMMISSION OF CHICAGO all moneys that the latter may be compelled to pay in discharging such a lien including all costs and a reasonable attorney's fee.

Name - Charles Freiheit Title - Vice President

Subscribed and sworn to before me this 17th day of July , 2013.

Notary Public

My Commission expires Official Seal Jean A. Borg Notary Public State of Illinois My Commission Expires 07/22/2014

| | | | Gty # | | |
|---|--|---|--|-----------------------------|---------------|
| UNTY OF COOK | | L | | | |
| WHOM IT MAY CONCERN: | | | | | |
| REAS the undersigned has been employed by | PUBLIC BUILDING COMMISSION OF | | | | |
| mish <u>General Construction</u> | | | | | |
| ne premises known as <u>Faraday</u> | | | | | is the owner |
| | PUBLIC BUILDING COMMISSION OF CH | | | RINNAMEDIST | is the owner. |
| undersigned, for and in consideration of <u>342,836,55</u>) Obliars, and other good and valuable co or claim of, or right to, lien, under the statues of the State of overments therecon, and on the material, fixtures, apparatus o the owner, on account of labor services, material, fixtures, a | onsiderations, the receipt whereof is hereby Illinois, relating to mechanics' liens, with re or machinery furnished, and on the moneys | y acknowledged, do(es) hereby espect to and on said above-de s, funds or other considerations | waive and release a scribed premises, ar due or to become de | any and all nd the ue | |
| n under MY hand | SIGNED | ar | id sealedC | <u>N</u> | |
| 17th day of | July | | | 0 <u>13</u> | |
| | Signature and Seal: | | $\not \sim \gamma$ | | |
| E: All waivers must be for the full amount paid. If waiver is ng waiver should be set forth; if waiver is for a partnership, | for a corporation, corporate name should b the partnership name should be used, par | be used, corporate seal affixed ther should sign and designate | and title of officer sig himself as partner. | ning | |
| | CONTRACTOR'S | AFFIDAVIT | | | |
| | | | | | |
| | | | | | |
| /HOM IT MAY CONCERN: | | | | | |
| undersigned, being duly sworn, deposes and says that he is | s Charles Frei <u>heit</u> | MR | | | |
| PASCHEN/MILHOUSE, JV | ······ | | | | work on the |
| is the contractor for the <u>General Construction</u> ing located at <u>Faraday</u> d by PUBLIC BUILDING COMMISSION OF C | | ······ | | | Hore of the |
| ers. That the following are the names of all parties who have secific portions of said work or for material entering into the de all labor and material required to complete said work acc | construction thereof and the amount due o | r to become due to each, and th | ne items mentioned | | |
| | | CONTRACT | AMOUNT | THIS | BALANCE |
| NAMES | WHAT FOR | PRICE | PAID | PAYMENT | DUE |
| PASCHEN/MILHOUSE, JV | General Construction | \$790,062.14 | 32,523.70 | 342,836.55 | \$414,701.8 |
| | | | | | <u>\$-</u> |
| | | | | | \$ <u>-</u> |
| | | | | | |
| AL LABOR AND MATERIAL TO COMPLETE | | \$ 790,062.14 | 32,523.70 | 342,836.55 | \$ 414,701.8 |
| there are no other contracts for said work outstanding, and of any kind done or to be done upon or in connection with s | that there is nothing due or to become due aid work other than above stated. | to any person for material, labo | or or other | | |
| Signed this 17th | day of | July | | | 2013 |
| | Signature: | en_ | · - <u></u> | | |
| cribed and sworn to before me this17 | 7th | day of | July | <u>.</u> , <u>.</u> , | 2013 |
| | | Notary P | Difficial Seal San A. Borg Julic State of Illi | nois | |
| | | Vivy Commiss | ion Expires 07/ | 22/2014 | |

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| PUBLIC BUILDING COMMISSION | |
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| | AND |
| | STATEMENT |
| EXHIBIT B | CONTRACTOR'S SWORN (|
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| | | | | | CUNIKAU | UK S SWUR | IN STATEMEN | CUNINACION'S SWORN SIAIEMENI AND AFFIDAVILFOR PARTIAL PAYMENT (1 of) | | ATMENT (1 0 | | | |
|-------------------------------|--|--|--|--|--|--|--|--|--|--|--------------------------------------|----------------|-------------------|
| Project Name PBC Project # | School Investment Program 4 | gram | | | | 0 | ONTRACTOR F | CONTRACTOR PASCHENVMILHOUSE, JV | | | Date | 7/17/2013 | |
| Job Location | Herbert | 18280 | | | | | | | | | | | |
| Owner | Owner Public Building Commission Of Chicago | ssion Of Chicago | | | | APPLICATION FOR PAYMENT | R PAYMENT | 2 | | | | | |
| | STATE OF ILLINOIS } COUNTY OF } | S | | | | | | | | | | | |
| | The affant, being first c individually: that he/she day of .20 | The affiant, being first duly sworn on oath, deposes and says that he/she is individually, that he/she is well acquainted with the facts herein set forth and | s and says that he/s facts herein set fort | h and that said co | of poration is the Co | | corporation, and te PUBLIC BUILI | at helshe is of and illinois corporation, and duly authorized to make this Affidavit in behalf of said corporation, and set forth and that said corporation is the Contractor with the PUBLIC BUILDING COMMISSION OF CHICAGO, Owner, under Contract No | this Affidavit in CHICAGO, Ow | l behalf of said of the said o | orporation, and ract No dated the | | |
| | | | | | - | Herbert | | | | | | | |
| , | that the following statements | that the following statements are made for the purpose of procuring a partial payment of | ring a purtial payment of | | | ő | | 3 | under the terms of said Contract; | taid Contract; | | | |
| | That the work for which with the contract docum with the contract docum prepared materials, eque due and to become due paid to each of them for paid to be paid to each of them for paid to be paid to be paid to be paid to be | That the work for which payment is requested has been completed, free and clear of any and all claims, ilens, charges, and expenses of any kind or nature whatsoever, and in full compliance with the contract documents and the requirements of said Owner under them. That for the purposes of said contract, the following persons have been contracted with, and have furnished or prepared materials, equipment, supplies, and services for, and having door labor on a labor on said contract. That the respective amounts set forth poposite their names is the full amount of money prepared materials, equipment, supplies, and services for, and having door labor on supposite their names is the full amount of money the and to become due to each of them respectively. That this statement is a full, true, and complete statement of all such persons and of the full amount new due and the amount new due supplies, and services functions functioned or prepared by each of them for a statement. Supplies, and services, furnished or prepared by each of them for each of them respectively. That this statement is a full, true, and complete statement of all such persons and of the full amount new due and the amount heretofore paid to each of them fullor, materials, equipment, supplies, and services, furnished or prepared by each of them to or account of said work, as stated: | been completed, fre of said Owner unde (ces for, and having ely. That this statem ipment, supplies, an | e and clear of any them. That for th done labor on said ant is a full, true, a d services, furnish | and all claims, lie purposes of sai limprovement. Th nd complete state ed or prepared by | ns, charges, a d contract, the nat the respect ment of all suc reach of them | nd expenses of a following person ive amounts set i the persons and o to or on account | my kind or nature whats, and been contracted forth opposite their nam forth full amount now du of säld work, as stated: of säld work, as stated: | bever, and in ful with, and have ! sis the full am e and the amou | il compliance lumished or ount of money nt herefofore | | | |
| | | | | | | | Work | Work Completed | | | | | |
| TEM# | Subcontractor Name & Address | Type of Work | Original contract amount | Change Orders | Adjusted Contract Amt | % Complete | Previous | Current | Total to date | retainage | net previous bitling | net amount due | remaining to bill |
| Design Phase | | | | _ | | | | | | | | | |
| 10 | 10 FGM Architects | Design phase - fee | 74,177.00 | | 74,177.00 | | 9,896.25 | 4573650 | 55,632.75 | | 9,896.25 | 45,736.50 | 18,544.25 |
| 2 | 20 FGM Architects | Design phase . reimbur. | 13,240.00 | | 13,240.00 | | | | | | - | , | 13,240.00 |
| 3 | 30 K Plus Environmental | Design phase - fee | 4,400.00 | | 4,400.00 | | • | 4 400.00 | 4,400.00 | | | 4,400.00 | |
| Cost of Construction | ction | | | | | | 2012 20 | | | | | | |
| 30 | 30 Valor Technologies | Environmental | 16,845.00 | | 16,845.00 | | 373853 | 15,845.00 | 16,845.00 | \$ 1,684.50 | • | 15,160.50 | 1,684.50 |
| 40 | 40 Valor Technologies | | 6,625.00 | | 6,625.00 | | | 6,625.00 | 6,625.00 | \$ 662.50 | • | 5,962.50 | 662,50 |
| 50 | Sanchez Construction | | 3,200.00 | | 3,200.00 | | | 3,200.00 | 3,200.00 | \$ 320.00 | • | 2,880.00 | 320.00 |
| 20 | 50 Precision Cement | building concrete | 2,600.00 | | 2,600,00 | | • | | _ | | • | , | 2,600.00 |
| ×[: | 70 Denk & Roche | Rough carpentry | 70,300.00 | | 70,300.00 | _ | | 10,545.00 | _ | | ' | 9,490.50 | 60,809.50 |
| 8 | 80 Precision Metals | doors/frames/hdw-Supply | 65,200.00 | | 65,200.00 | _ | | 32,600.00 | 32,600.00 | \$ 3,260.00 | , | 29,340.00 | 35,860.00 |
| 3 | 90 MJ Connelly | Windows | 13,000.00 | | 13,000.00 | | ~~~~ | | | چ | | , | 13,000.00 |
| <u>70</u> | 100 Ashlaur Construction | VCT, carpet & base | 26,600.00 | | 26,600.00 | | | | | , 6 | , | | 26,600.00 |
| 11(| 110 UBM | Painting | 210,000.00 | | 210,000.00 | | | 168,000.00 | 168,000.00 | \$ 16,800.00 | • | 151,200.00 | 58,800.00 |
| 120 | 120 C&G Construction | visual display - Supply | 18,981.00 | | 18,981.00 | | | 18,031.95 | | \$ 1,803.20 | | 16,228.76 | 2,752.25 |
| 13(| 130 Ashlaur Construction | visual display - Install | 20,475.00 | | 20,475.00 | | | 19,451,25 | 19,451.25 | \$ 1,945.13 | • | 17,506.13 | 2,968.88 |
| 14(| 140 ACS | identifying devices | 1,800.00 | | 1,800.00 | | | | | ' \$ | | | 1,800.00 |
| 20 | 150 Interior Concepts | totlet & bath access - Sug | 125.00 | | 125.00 | | | | | | • | | 125.00 |
| 16 | 160 Boelter | food service equipment | 34,604.00 | | 34,604.00 | | | | • | - | • | | 34,604.00 |
| 17 | 170 Sub to Let | Hoods & Connections | 10,000.00 | | 10,000.00 | | | | ٠ | • | | • | 10,000.00 |
| 180 | A. Green Plus, Inc. | plumbing | 20,250.00 | | 20,250.00 | | | 5.062.50 | 5,062.50 | \$ 506.25 | | 4,556.25 | 15,693.75 |
| 19(| 190 ACCH, Inc. | HVAC | 2,000.00 | | 2,000.00 | | | | ' | • | | | 2,000.00 |
| 20(| 200 RAD Electric | electrical | 229,361.00 | | 229,361.00 | | | 172,020.75 | 172,020.75 | \$ 17,202.08 | , | 154,818.68 | 74,542.33 |
| 21(| 210 Sub to Let | Path of Travel Improveme | 32,850.11 | | 32,850.11 | | | | , | | | , | 32,850.11 |
| 220 | | | | | | | | | , | | | | |
| 53(| 230 Paschen Milhouse | DB Contingency | 35,387.00 | | 35,387.00 | | | | - | +> | | | 35,387.00 |
| 24 | 240 Paschen Mithouse | DB Overhead & Fee | 85,280.00 | | 85,280.00 | | 24,784.61 | 17,855.09 | 42,639.70 | \$ 1,785.51 | 24,784.61 | 16,069.58 | 44,425.81 |
| 25(| 250 Paschen Milhouse | DB General Conditions | 91,252.00 | | 91,252.00 | | 24,784.61 | 20,841.39 | 45,626,00 | \$ 2,084.14 | 24,784.61 | 18,757.25 | 47,710.14 |
| 197 | 260 Paschen Milhouse | DB General Requirement | 46,741.00 | | 46,741.00 | | | | | | • | • | 46,741.00 |
| 27 | 270 Paschen Milhouse | bond | 5,685.50 | | 5,685.50 | + | | 5.685.50 | 5,685,50 | | ' | 5,116.95 | 568.65 |
| 197 | 280 Paschen Milhouse | insurance | 8,088.25 | | 8,088.25 | _ | - | 8,088.25 | 8,088.25 \$ | \$ 808.83 | , | 7,279.43 | 808.83 |

585,098.38

504,503.01

59,465.47

50,485.17

554,988.18 614,453.65

59,465.47

1,149,066.86

1,149,066.86

OTAL page1

Herbert

CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT (page _of _)

| AMOUNT OF ORIGINAL CONTRACT | 1,149,066.86 | TOTAL AMOUNT REQUESTED | \$614,453.65 |
|--------------------------------|--------------|--------------------------------|--------------|
| EXTRAS TO CONTRACT | - | LESS 10% RETAINED | \$50,485.17 |
| TOTAL CONTRACT AND EXTRAS | 1,149,066.86 | NET AMOUNT EARNED | \$563,968.48 |
| CREDITS TO CONTRACT | \$0.00 | AMOUNT OF PREVIOUS PAYMENTS | \$59,465.47 |
| ADJUSTED CONTRACT PRICE | 1,149,066.86 | AMOUNT DUE THIS PAYMENT | \$504,503.01 |
| | | BALANCE TO COMPLETE | \$585,098.38 |

Contractor certifies that to the best of its knowledge, information and belief, the work is in accordance with the Contract Documents; that suppliers of materials, services, labor and all Subcontractors (including all significant sublevels thereof) are being currently paid, and that the amount of the payments applied for are justified. These provisions should not be construed as conferring any rights hereunder for the benefit of Subcontractors, suppliers, workers or employees, nor as enlarging or altering the application or effect of existing lien laws.

That the Waivers of Lien and submitted herewith by affiant and each of the aforesaid persons, are true, correct, and genuine; that each and every Waiver of Lien was delivered unconditionally; that there is no claim either legal or equitable to defeat the validity of any of said Waivers of Lien; that said Waivers of Lien include such Waivers of Lien from all Subcontractors, suppliers of material or other agents acting on behalf of affiant in connection with the work or arising out of the Work; and that so far as affiant has knowledge or information, the said Waivers of Lien include all the labor and material for which a claim could be made and for which a lien could be filed.

That neither the partial payment nor any part thereof has been assigned.

That said Contractor herein expressly affirms that should it at any time appear that any illegal or excess payments have been made to said Contractor by or on behalf of the PUBLIC BUILDING COMMISSION OF CHICAGO, the said Contractor will repay on demand to the PUBLIC BUILDING COMMISSION OF CHICAGO the amount or amounts so paid; and if any lien remains unsatisfied after all payments are made, the Contractor shall refund to the PUBLIC BUILDING COMMISSION OF CHICAGO all moneys that the latter may be compelled to pay in discharging such a lien including all costs and a reasonable attorney's fee.

Name - Charles Freiheit Title - Vice President

Subscribed and sworn to before me this 17th day of July ,2013.

Notary/Public

My Commission expires

Official Seal Jean A. Borg Notary Public State of Illinois My Commission Expires 07/22/2014

| ATE OF ILLINOIS | | | | Gty # | | |
|---|--|--|--|--|------------------------------|---|
| | SS. | | L | .oan # | | |
| JNTY OF COOK | | | | | | |
| WHOM IT MAY CONCERN: | | | | | | |
| EREAS the undersigned has b | | PUBLIC BUILDING COMMISSION OF | - CHICAGO | | | |
| | onstruction | | | | | |
| ne premises known as <u>H</u> u nich | erbert | PUBLIC BUILDING COMMISSION OF C | HICAGO | | ····· | is the owner. |
| undersigned, for and in consid | deration of | Five Hundred Four T | | and 01/100 | | |
| 504,503.01) Dollars, a or claim of, or right to, lien, un ovements thereon, and on the | nd other good and valuable co der the statues of the State of material, fixtures, apparatus of | nsiderations, the receipt whereof is hereb Illinois, relating to mechanics' liens, with n or machinery fumished, and on the moneys apparatus or machinery, furnished to this d | y acknowledged, do(es) hereby espect to and on said above-de s, funds or other considerations | v waive and release scribed premises, a due or to become d | any and all nd the lue | · |
| n under <u>MY</u> | hanc | SIGNED | a | nd sealed | ON | |
| . <u></u> | day of | | | ,: | 20 <u>13</u> | |
| | | Signature and Seal: | Le C | 22 | | |
| | | CONTRACTOR'S | AFFIDAVIT | | | |
| TE OF ILLINOIS | SS. | | | | | |
| NTY OF COOK | | | | | | |
| VHOM IT MAY CONCERN: | | | | | | |
| undersigned, being duly swor | m, deposes and says that he i | s Charles Freiheit | | | | |
| e PASCHEN | /MILHOUSE, JV | | | | | work on the |
| | General Construction erbert UILDING COMMISSION OF C | | | | | |
| ers. That the following are the | e names of all parties who hav r for material entering into the | tine and delivered unconditionally and that e furnished material or labor, or both, for s construction thereof and the amount due of | aid work and all parties having | contracts or sub cor | ntracts | |
| de all labor and material requ | ired to complete said work acc | ording to plans and specifications: | | | | |
| de all labor and material requ | ired to complete said work acc | ording to plans and specifications: | CÓNTRACT | AMOUNT | THIS | BALANCE |
| de all labor and material requi | 1ES | WHAT FOR | PRICE | PAID | PAYMENT | DUE |
| de all labor and material requi | 1ES | | 1 1 | | | DUE |
| de all labor and material requi | 1ES | WHAT FOR | PRICE | PAID | PAYMENT | DUE \$585,098.38 \$ - |
| de all labor and material requi | 1ES | WHAT FOR | PRICE | PAID | PAYMENT 504,503.01 | DUE \$585,098.38 \$ |
| de all labor and material requi | 1ES | WHAT FOR | PRICE | PAID | PAYMENT 504,503.01 | DUE \$585,098.38 \$- \$- |
| de all labor and material requi | IES LHOUSE, JV | WHAT FOR | PRICE | PAID | PAYMENT 504,503.01 | DUE \$585,098.39 \$ - \$ - \$ - |
| Ide all labor and material requi | IES LHOUSE, JV TO COMPLETE for said work outstanding, and he upon or in connection with s | WHAT FOR | PRICE \$1,149,066.86 | PAID 59,465.47 59,465.47 | PAYMENT | DUE \$585,098.38 \$ - \$ - \$ - |
| Ide all labor and material requi | IES LHOUSE, JV TO COMPLETE for said work outstanding, and the upon or in connection with s 17th | WHAT FOR General Construction General Construction Image: Signature: | PRICE \$1,149,066.86 \$1,149,066.86 \$1,149,066.86 \$1,149,066.86 b to any person for material, lab | PAID 59,465.47 59,465.47 | PAYMENT _504,503.01 | DUE \$585,098.38 \$ - \$ - \$ - \$ - \$ \$ - \$ \$ \$ \$ \$ \$ \$ \$ \$ |
| de all labor and material requi | IES LHOUSE, JV TO COMPLETE for said work outstanding, and the upon or in connection with s 17th | WHAT FOR General Construction General Construction Image: Second | PRICE \$1,149,066.86 \$1,149,066.86 \$1,149,066.86 \$1,149,066.86 | PAID 59,465.47 59,465.47 | PAYMENT _504,503.01 | DUE \$585,098.38 \$ - \$ - \$ - \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ |
| AL LABOR AND MATERIAL T There are no other contracts for of any kind done or to be don | IES LHOUSE, JV TO COMPLETE for said work outstanding, and the upon or in connection with s 17th | WHAT FOR General Construction General Construction Image: Signature: | PRICE \$1,149,066.86 \$1,149,066.86 \$1,149,066.86 \$1,149,066.86 b to any person for material, lab | PAID 59,465.47 59,465.47 | PAYMENT _504,503.01 | DUE \$585,098.38 \$ - \$ - \$ - \$ - \$ \$ - \$ \$ \$ \$ \$ \$ \$ \$ \$ |

| | | | | 700 000 15 | | | 4 747 407 03 | | | | |
|----------------|---|---|--|--|---|--|--|--|---|---|-------------------|
| 21,649,01 | | \$ 1,100. <u>7</u> 4 | CC.2001 } | CB-TCO ^{LIN} | | 06.269,11 | | 11,992.1 | | | 4 |
| /,3Ub,45 | , | 0.4 | 0,040.00 | 200000 | | 30 70 PC | 11 0 | 11 010 | | Daechen Milheime | 150 |
| | | 2 | 5 7 A C 5 | 3 366 | | 2 240 50 | 6.18 (1.18 | 8 340 50 | bond | Paschen Milhouse | 2 5 |
| 10,340,37 | 22,212,22 | e 2,104,43 | 06.02011 | 101-101 | CP.P.10.07 | 10 20 | 100,J | 67 57 50 | DB General Requiremente | 3 Daschen Milhouse | ULL 220 |
| 10 010 JU | | 1 101 | 85 UCU 15 | | 20 075 53 | | 108 554 00 | 108 554 00 | DB General Conditions | | 102 |
| 3 | | S 3.098.54 | 50 960 88 | 35 386 00 | 29.975.53 | 4 00 | 129,704.00 | 129.704.00 | DB Overhead & Fee | | 310 |
| | | ~ e | | | | 54 591 NO | 54.5 | 54.591.00 | DB Contingency | 0 Paschen Milhouse | 300 |
| | | | | | | | | | | | 062 |
| | | 57 , | | | | 30.68 | 31,180,68 | 31,180.68 | Computer Lab Doors | Sub to Let | 280 |
| 296,005.50 | - | 32,889 | 328,895.00 | 328,895,00 | | 50.00 | 469,850.00 | 469,850.00 | electrical | Block Electric | 270 |
| 17,784.00 | 4 | \$ 1,976,00 | 19,760.00 | 19,760.00 | | 81,200.00 | 81,21 | 81,200,00 | HVAC | Autumn Construction S | 260 |
| 32,709.60 | , | \$ 3,634.40 | 36,344.00 | 36,344,00 | | 90,860,00 | 90,86 | 90,860.00 | plumbing | A. Green Plus, Inc. | 250 |
| | 1 | €A | - | | | 2,500.00 | 2,50 | 2,500.00 | window treatments | Evergreen Specialties | 240 |
| | - | њ , | | | | 10,000.00 | 10,0 | 10,000.00 | Kitchen Hood | Sub to Let | 230 |
| | - | 69 | , | | + | 14.00 | 34,604.00 | 34,604.00 | Tood service equipment | | 220 |
| | | | , | | _ | 00.571 | | 00.021 | milet or pault access: | | 210 |
| | - | 9 4 1 | , | | | | | 125.00 | milet & hath access | | 21 |
| | | • | | | | 230 M | 4 | uu uce | identifying devices | | 200 |
| | | | - | | | 700.00 | 71 | 700.00 | toilet partitions | | 190 |
| 42,120.00 | | \$ 4,680.00 | 45,800.00 | 46,800.00 | | 0.00 | 45,800.00 | 46,800.00 | visuat displays - Install | 3 Ashlaur Construction | 180 |
| 12,575.70 | • | \$ 1,397.30 | 13,973.00 | 13,973,00 | | 13,973.00 | 13,97 | 13,973.00 | visual displays - Supply | C&G Construction | 170 |
| 80,570.70 | - | \$ 8,952,30 | 89,523.00 | 89,523.00 | | 10.00 | 127,890.00 | 127,690.00 | painting | National Painting | 150 |
| | - | 5 | , , | | | 0.00 | 22,400.00 | 22,400.00 | VCT, carpet & base | Ashiaur Construction | 150 |
| | - | \$ | | | | 8,900.00 | 96'8 | 8,900.00 | file | Ashlaur Construction | 140 |
| | | \$ | _' | | | 500.00 | 50 | 500.00 | MINDOWS | MJ Connelly | 130 |
| | - | - | ľ | | | 0.00 | 00.005,12 | ∠1,300,00 | doorsatameanaw - sub | FIEDRIN INDUS | 120 |
| | , | • • | ľ | | | | 24,000,00 | 14 200 00 | | Dissources Materia | |
| | | • | | | | 3 | 18 YC | 74 Shn no | membrane mofina | Sillet | 110 |
| 2010-11 | | e 150.50 | | A - IN - I | | 6 200 00 | 50 | 6 200 NO | boint sealants | | 100 |
| | | | 1 222 80 | 04 CEC 1 | | 80 | 32 466 00 | 32 466 00 | rough carpentry | Denk & Roche | 90 |
| | , | 1 | _ | | | 0.00 | 53,460.00 | 53,460,00 | metal fabrication | Great Lakes Stair | 80 |
| 105 984 DO | _ | \$ 11 776 00 | 117.760.00 | 117760.00 | | 10.00 | 147.200.00 | 147,200.00 | urit masonry | Sandsmith Masonry | 70 |
| | , | | - | | • | 0.00 | 15,600.00 | 15,600.00 | building concrete | Precision Cement | 60 |
| 3,690,00 | • | | 4,100.00 | 4,100:00 | | 4,100.00 | 4,10 | 4,100.00 | paving & resurfacing | Sanchez Construction | 50 |
| 4.816.80 | • | \$ 535.20 | 5,352.00 | 5,352,00 | 1 | 8,920,00 | 26.8 | 8,920.00 | Selective demo | Valor Technologies | 40 |
| 2,646.00 | | \$ 294.00 | 2,940.00 | 2,940.00 | | 2,940.00 | 2,9/ | Z,940.00 | Environmental | Valor Technologies | 3(|
| | | | | | | | | | | struction | Cast of Canstru |
| 5,200.00 | - | | 5,200.00 | 5,200.00 | - | 5,200.00 | 5,20 | 5,200.00 | Design phase - fee | 30 K Plus Environmental | |
| | | | | | | 0.00 | 11,840.00 | 11,840,00 | Design phase - reimbur. | Mode Architects | 20 |
| 52,583.60 | 15,681.40 | | 68,265,00 | 52,583.60 | 15,681,40 | 0.00 | 0.020,18 | 00.02016 | Design phase - ree | Mode Auditedis | ~ |
| | | | | | | 8 | 2 | 24 22 22 | | | A Design Lugisary |
| | | | | | T | | | | | | 2 |
| nat amount due | net previous billing | mtainana | Total to date | Current | mplete Previous | thact % Complete | Change Orders Adjusted Contract | Original contract | Type of Work | Subcordractor Name & Address | TEM# |
| | | | | ark Completed | Count of said work, as sta | | a or prepared by each of the | and set vices, Futilishe | energy, eduipinent, eduipaes) (| | |
| | | iliance with r prepared le and to to each of | , and in full comp have furnished or punt of money due theretofore paid | kind or nature whatsoever, ween contracted with, and their names is the full armo their names is the full armount t now due and the armount ted: | yes, and expenses of any i e following persons have b mounts set forth opposite t sons and of the full amount scount of said work. as sta | , liens, charg contract, the respective au all such pers all such pers | That the work for which payment is requested has been completed, fee and clear of any and al claims, fees, charges, and expenses of any kind or nature whatsnewer, and in full complence with the contract documents and the requirements of said Owner under them. That the transmost class has been contracted with, and have Kramshed or prepared materials, equipment, supplies, and services for, and having done labor on said improvement. That the respective amounts set forth opposite their names is the full amount of money due and to become due to each of them respectively. That this statement is a full, the vad complete statement of all such persons and of the full amount new due and the amount heretofore paid to each of them for such labor, materials, equipment, supplies, and services a full the value statement of them or on account of said amount new due and the amount heretofore paid to each of them for such labor. Materials, and there and services a such areas for the full amount new due and the amount heretofore paid to each of them for such labor. Materials, and the full full full the services and of the full amount new due and the amount heretofore paid to each of them for such labor. Now it as statement is a full, thus, and complete statement of the full amount new due and the amount heretofore paid to each of them for such labor. Now it as a statement is a full response to the statement of the full amount in the amount heretofore paid to each of them for such labor. Now it as a full the full to each of them for such labor. Now it as a full the statement of the full amount here to be an explored to each of the full amount heretofore paid to each of them for such labor. Now it as a full to each of them for such labor. | een completed, free a 1 Owner under them. 1 having done labor on statement is a full, trus statement is a full, trus | ayment is requested has be and the requirements of said oplies, and services for, and rem respectively. That this s rials, equipment, supplies, a | That the work for which p the contract documents a materials, equipment, sup become due to each of th them for such labor, mate | |
| | | | | | | • | | | | That the mark for which a | |
| | | id Contract; | under the terms of said Contract; | E | s | 0.000 | | ting a partial payment of | ue made for the purpose of procuring a partial payment of | that the following statements a | |
| | poration, and individually; that ated the day of | o datec | Affidavit in behalf Inder Contract No | / authorized to make this / I OF CHICAGO, Owner, u | linois corporation, and duly BUILDING COMMISSION | he PUBLIC | The shifting the bring first duly sworm on oath, deposes and says that he/she is, or, an Illinois corporation, and duly authorized to make this Affidant in behalf of said cor he/she is well acquainted with the facts herein set forth and that said corporation is the Contractor with the PUBLIC BUILDING COMMISSION OF CHICAGO, Owner, under Contract No dr 20 for the following project: | nd says that he/she is rth and that said corpo | ly swom on oath, deposes a with the facts herein set for oject: | The affiant, being first dui he/she is well acquainted 20, for the following pr | |
| | | | | | | | | | S | STATE OF ILLINOIS) COUNTY OF) | |
| | | | | 2 | APPLICATION FOR PAYMENT | APPLJ | | | ion Of Chicago | r Public Building Commission Of Chicago | Owner |
| | | | | | | | | | 18320 | Jensea | Job Location |
| 111 IZUTS | Date | | - | rascheivailhouse, Jv | | | | | | 4 | PBC Project # |
| 76476 | | | | | CONTRACTOR | | | | ä | School Investment Program | Project Name |

Jensen

CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT (page _of _)

| AMOUNT OF ORIGINAL CONTRACT | 1,747,407.03 | TOTAL AMOUNT REQUESTED | \$872,298.91 |
|--------------------------------|--------------|--------------------------------|--------------|
| EXTRAS TO CONTRACT | - | LESS 10% RETAINED | \$73,888.30 |
| OTAL CONTRACT AND EXTRAS | 1,747,407.03 | NET AMOUNT EARNED | \$798,410.62 |
| CREDITS TO CONTRACT | \$0.00 | AMOUNT OF PREVIOUS PAYMENTS | \$75,632.46 |
| ADJUSTED CONTRACT PRICE | 1,747,407.03 | AMOUNT DUE THIS PAYMENT | \$722,778.15 |
| | | BALANCE TO COMPLETE | \$948,996.43 |

Contractor certifies that to the best of its knowledge, information and belief, the work is in accordance with the Contract Documents; that suppliers of materials, services, labor and all Subcontractors (including all significant sublevels thereof) are being currently paid, and that the amount of the payments applied for are justified. These provisions should not be construed as conferring any rights hereunder for the benefit of Subcontractors, suppliers, workers or employees, nor as enlarging or altering the application or effect of existing lien laws.

That the Waivers of Lien and submitted herewith by affiant and each of the aforesaid persons, are true, correct, and genuine; that each and every Waiver of Lien was delivered unconditionally; that there is no claim either legal or equitable to defeat the validity of any of said Waivers of Lien; that said Waivers of Lien include such Waivers of Lien from all Subcontractors, suppliers of material or other agents acting on behalf of affiant in connection with the work or arising out of the Work; and that so far as affiant has knowledge or information, the said Waivers of Lien include all the labor and material for which a claim could be made and for which a lien could be filed.

That neither the partial payment nor any part thereof has been assigned.

That said Contractor herein expressly affirms that should it at any time appear that any illegal or excess payments have been made to said Contractor by or on behalf of the PUBLIC BUILDING COMMISSION OF CHICAGO, the said Contractor will repay on demand to the PUBLIC BUILDING COMMISSION OF CHICAGO the amount or amounts so paid; and if any lien remains unsatisfied after all payments are made, the Contractor shall refund to the PUBLIC BUILDING COMMISSION OF CHICAGO all moneys that the latter may be compelled to pay in discharging such a lien including all costs and a reasonable attorney's fee.

Name - Charles Freiheit Title - Vice President

Subscribed and sworn to before me this 17th day of July , 2013.

Notary Public

My Commission expires:

Official Seal Jean A. Borg Notary Public State of Illinois My Commission Expires 07/22/2014

| NAMES WHAT FOR PRICE PAID PAYMENT DUE PASCHEN/MILHOUSE, JV General Construction \$1,747,407.03 75,632.46 722,778.15 \$948,6 Image: Construction Image: Construction Image: Construction \$1,747,407.03 75,632.46 722,778.15 \$948,6 Image: Construction Image: Construction Image: Construction Image: Construction Image: Construction \$1,747,407.03 Image: Construction \$1,800,000 | | | | Ch. # | | |
|---|--|--|---|---|------------------------------|---------------|
| WHOM IT MAY CONCERN: PUBLIC BULIDING COMMISSION OF CHICAGO in the under index of the set of t | > SS. | | I | | | |
| HEGAS TRE contractions in the base merody of by | | | | | | |
| promotes from at | | PUBLIC BUILDING COMMISSION OF | | | | |
| by PLUGUE BULDING COMMISSION OF CHCAGAD is the context indexigned, for and its contained and the context indexigned, for and its contained and the context indexigned, the and the context is the context indexigned, the and the context is | nish General Construction | | | | | |
| | e premises known as <u>Jensen</u> | | | | | |
| T22.722.123.1 Delara, and one good and valuable correlations. The receipt of words of the add of control in add ecocordisations previous and setting to machinory. Unrelated to this data by the underringing the machino in add ecocordisations previous. existing of controls, includes, matcring to machinory. Unrelated to this data by the underringing for the address data by the underringing of controls. ON includes includes BUB BUB BUB includes and second BUB BUB BUB includes Bug second BUB | | | | | | is the owner. |
| Tab organization of add work of renderal and and granula and device of the add be used, partner should sign and designed binned as partner. Let An adverse must be for the full amount paid. If waitwer is for a corporation, corporate name should be used, partner should sign and designed binned as partner. Let An adverse is for a partnership, the partnership name should be used, partner should sign and designed binned as partner. Let OF LLINOIS Linois S. CONTRACTOR'S AFFIDAVIT CONTRACTOR'S AFFI | <u>722,778,15</u>) Dollars, and other good and valuable or claim of, or right to, lien, under the statues of the State overnents thereon, and on the material, fixtures, apparate | a considerations, the receipt whereof is hereb of Illinois, relating to mechanics' liens, with re is or machinery furnished, and on the moneys | y acknowledged, do(es) hereby espect to and on said above-de s, funds or other considerations | y waive and release escribed premises, a s due or to become d | any and all nd the lue | |
| Signature and Seat: Standard be set forthe full ancount paid. If waiver is for a corporate name should be used, corporate seal adjued and tills of officer signing waiver should be set forthe full ancount paid. If waiver is for a corporate name should be used, partner | n underh | and SIGNED | a | nd sealed(| NC. | |
| E. All weivers must be for the full amount paid. If waiver is for a corporation, corporation earner should be used, corporate seal affined and bits of officer signing reg waiver should be used forfit. If waiver is for a partnership, the partnership neme should be used, partner should sign and designed himself as partners. TE OF ILLINDS TO F COX TO F C | day of | July | | نز | 2013 | |
| The variable set furth: If waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partners. CONTRACTOR'S AFFIDAVIT E OF LLINDIS In the contract back partnership is the partnership name should be used, partner should sign and designate himself as partners. HOMIT MAY CONCERN: Indersigned, being duly avorn, doposes and says that he is Description of the contract back partnership. The contract back partnership mane should sign and designate himself as partnership. PASCHEMMELHOUSE, v Order of the contract back partnership is the contract back partnership mane should sign and tables as of the contract back partnership. The contract back partnership is the contract back partnership mane should be used. PASCHEMMELHOUSE, v Order of material entering into the construction thread and the anound thoraby and that there is no claim alter legit or contracts to correct as a partnership there of the construction thread and the anound due to became due to each, and the lense mentioned as a larget with here was according to plans and specification of said work of or material entering into the construction thread and the anound due to became due to each, and the lense mentioned as all work on the fast partnership there is nothing due to became due to each, and the lense mentioned as a larget where the construction thread and the anound due to became due to each, and the lense mentioned as a larget where the said work of or material entering in the construction there is nothing due to became due to each, and the lense mentioned as a larget where the said work of or material entering in the construction there is nothing due to be became due to each, and the lense mentioned as a larget where we nother contracts for another that there is nothing due to be became due to each, and the lense mentioned as a larget where we no there contracts for another we have as a larget where the nother due to orbite and work of or than a labow shaded. Signed this | | Signature and Seal: | - $<$ | Z | > | |
| E OF ILLINOIS } St. HOM IT MAY CONCERN: Indersigned, being didy work, deposes and says that he is [Chief/SET/FEEdedInterstation of the contract for the | | CONTRACTOR'S | AFFIDAVIT | | | |
| NY OF COOK AND MATERIAL TO COMPLETE ADDATES STRUCTURE ADDATES ADDATES ADDATES ADDATES ADDATES ADDATES ADDATES ADDATES ADDATES ADDATES ADDATES ADDATES ADDATES ADDATES ADDATES ADDATES ADDATES ADDATES | | JOH INAU UK 3 | | | | |
| Undersigned, being duty event, deposes and says that he is | | | | | | |
| PASCHEMMILHOUSE, JV work on the gl coated at | HOM IT MAY CONCERN: | | | | | |
| the contractor for the | | e is Charles Freiheit Busices and Baseline Charles Freiheit | | | | |
| isy | | | | | | work on the |
| the total amount of the contract including extres is <u>11,247,07,03</u> of which he has received payment of \$ <u>75,832,48</u> to his payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim elibitic legal or equilable to detel the validity test the dolivered unconditionally and that there is no claim elibitic legal or equilable to detel the validity test and work or for material entering into the construction thread and the annount due or to become due to each, and the items mentioned te all labor and material required to complete said work according to plans and specifications <u>PASCHENMILHOUSE, JV General Construction <u>S</u> <u>S</u> <u>11,147,407,03 T5,632,46 <u>722,778,15 S</u> <u>S</u> <u>S</u> <u>11,480R AND MATERIAL TO COMPLETE <u>1747,407,03 T5,632,46 <u>722,778,15 S</u> <u>948,55 </u> <u>S</u> <u>S</u> <u>in which allows stated <u>S</u> <u>S</u> <u>in which allows stated <u>S</u> <u>S</u> <u>S</u> <u>1,747,407,03 T5,632,46 <u>722,778,15 S</u> <u>S</u> <u>S</u> <u>1,1480R AND MATERIAL TO COMPLETE <u>S</u> <u>1,747,407,03 T5,632,46 <u>722,778,15 S</u> <u>S</u> </u></u></u></u></u></u></u></u></u> | | CHICAGO | | | | |
| NAMES WHAT FOR PRICE PAID PAYMENT DUE PASCHENAMILHOUSE, JV General Construction \$1,747,407.03 75,632.46 722,778.15 \$948,6 Image: Stress of the | | | | | | |
| PASCHEWMILHOUSE, JV General Construction \$1,747,407.03 75,632.46 722,778.15 \$948,6 AL A \$ </th <th>NAMES</th> <th>WHAT FOR</th> <th></th> <th></th> <th></th> <th>BALANCE</th> | NAMES | WHAT FOR | | | | BALANCE |
| Interview Image: State of the state state. | | | | I | | \$948,996.4 |
| I. LABOR AND MATERIAL TO COMPLETE \$ 1,747,407.03 75,632.46 722,778.15 \$ 948,5 here 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 of any kind done or to be done upon or in connection with said work other than above stated. Signed this | · · · · · · · · · · · · · · · · · · · | | | | \$ | - |
| IL LABOR AND MATERIAL TO COMPLETE \$ 1,747,407.03 75,632.46 722,778.15 \$ 948,5 here 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 of any kind done or to be done upon or in connection with said work other than above stated. Signed this | | | | | | |
| here 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 of any kind done or to be done upon or in connection with said work other than above stated. Signed this | | | | | \$ | • |
| here 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 of any kind done or to be done upon or in connection with said work other than above stated. Signed this | | | | 75.000.40 | 700 770 45 \$ | 040.000.4 |
| of any kind done or to be done upon or in connection with said work other than above stated. Signed this | L LABOR AND MATERIAL TO COMPLETE | L | 1 1 1 1 1 1 1 1 1 1 | 75,632.46 | /22,778,15 \$ | 948,996.4 |
| Signed this day of | | | to any person for material, lab | or or other | | |
| Signature: | • | | , July | | . 20 | 13 |
| cribed and sworn to before me this 17th day of July . 2013 | Signed this | | 200 | | | |
| Alam ABay Official Seal Jean A. Borg Notary Public State of Illinois My Commission Expires 07/22/2014 | | Signature: | | | | |
| Official Seal Jean A. Borg Notary Public State of Illinois My Commission Expires 07/22/2014 | cribed and sworn to before me this | 17th | day of | July | . 20 | 13 |
| Official Seal Jean A. Borg Notary Public State of Illinois My Commission Expires 07/22/2014 | | | Jean | 1Bor | 9 | |
| | | ξ | Official Seal Jean A. Borg Notary Public State of | · Illinois 07/22/2014 | | |
| | | 2.2 | | | | |
| | | | | | | |

| | 30.645.29 | 8,563.88 | 1,159.69 | 40 368 86 | 31,804.98 | 8,563.88 | 333,511.09 | | 333,511.09 | | | TOTAL page1 |
|-------------------|----------------|---------------------------------------|------------------------------------|--|--|---|--|--|--|---|---|----------------------|
| | | | | | Ē | | | | | | | |
| | | | | | | | , | | | | | |
| | | - | | | | | | | | | | |
| 213.65 | 1,922.71 | | \$ 213.64 | | 2,136,35 | | 2,136.35 | | 2,136.35 | insurance | 220 Paschen Milhouse | 220 |
| 195.05 | 1,755,45 | - | \$ 195.05 | 1,950.50 | 1,950.50 | | 1,950.50 | | 1,950.50 | bond | Paschen Milhouse | 210 |
| 15.114.50 | • | - | , , | | | | 15,114.50 | | 15,114.50 | DB General Requirement | Paschen Milhouse | 200 |
| 16,112.25 | - | 3,277.75 | 6 7 | 3,277.75 | | 3,277.75 | 19,390,00 | | 19,390.00 | DB General Conditions | | 190 |
| 21,451.24 | • | 3,277.76 | њэ , | 3,277.76 | | 3,277,76 | 24,729.00 | | 24,729.00 | DB Overhead & Fee | | 180 |
| 10.330.00 | , | • | 6 9 | | | | 10,330.00 | | 10,330.00 | DB Contingency | Paschen Milhouse | 170 |
| 10,104.00 | | , , | 69 4 ' | | | | | | | | | 160 |
| 43 734 00 | • | | - | | | | 13.734.00 | | 13,734.00 | electrical | <u>ਨ</u> | 150 |
| 30,000,00 | , | | €) ' | | | | 30,000.00 | | 30,000.00 | HVAC | | 140 |
| 55,900.00 | • | | €9 ' | | | | 55,900.00 | | 55,900.00 | plumbing | een Plus, Inc. | 130 |
| 850.00 | | | \$ ' | • | | | 850.00 | | 850.00 | identifying devices | | 120 |
| 4,500.00 | - | • | د ه ۱ | | | | 4,500.00 | | 4,500,00 | painting | | 110 |
| 4,580.00 | - | | 6 9 , | | | | 4,580.00 | | 4,580.00 | doors/frames/hdw - sup | Precision Metals | 100 |
| 94,600.00 | • | | • | - | | | 94,600.00 | | 94,600.00 | Science Lab Casework 8 | Carroll Seating | 06 |
| 10,170,74 | | | \$, | • | | | 10,170,74 | | 10,170.74 | Visual Display - Install | Sub to Let | 80 |
| 2,500.00 | | - | \$ | - | | | 2,500.00 | | 2,500.00 | membrane roofing | 70 Knickerbocker | 70 |
| 2.238.00 | | - | | | | | 2,238.00 | | 2,238.00 | rough carpentry | | 60 |
| 465.00 | 4,185.00 | • | \$ 465.00 | | 4.650.00 | | 4,650.00 | | 4,650.00 | Selective dema | | 50 |
| 286.00 | 2,574,00 | • | \$ 286.00 | 2,860.00 | 2360.00 | | 2,860.00 | | 2,860.00 | Environmental | Valor Technologies | 40 |
| | | | | | | | | | | | | Cost of Construction |
| - | 3,300.00 | | | 3,300.00 | 3,300,00 | - | 3,300.00 | | 3,300.00 | Design phase - fee | s Environmental | 40 |
| 2 116.00 | | • | | | | - | 2,116,00 | | 2,116.00 | Design phase - reimbur. | IRCA | 30 |
| 2.640.00 | | • | | | | - | 2,640.00 | | 2,640.00 | Design phase - reimbur. | | 20 |
| 6 305 50 | 16.908.13 | 2.008.37 | | 18,916.50 | 16,908,13 | 2,008.37 | 25,222.00 | | 25,222.00 | Design phase - fee | FGM Architects | 10 |
| | | | | | | | | | | | | Design Phase |
| remaining to bill | net amount due | net previous billing | retainage | Total to date | Current | % Complete Previous | Adjusted Contract % Cor Ant | Change Orders Ad | Original contract amount | Type of Work | Subcentractor Name & Address | ITEM# |
| | | | | | Work Completed | Wo | | | | | | |
| | | | | | | | | | | | | |
| | | | due and stated: | of said work, as | of them to or on account. | omplete statement of all s hed or prepared by each c | is a full, true, and c and services, furnist | . That this statement quipment, supplies, | of them respectively th labor, materials, e | nd to become due to each aid to each of them for su | amount of money due an the amount heretofore p | |
| | | | ill fi, and have is the full | oever, and in fu n contracted with the their names | any kind or nature whats owing persons have been amounts set forth oppos | harges, and expenses of s of said contract, the follo ment. That the respective | d all claims, tiens, c 'hat for the purpose por on said improver | e and clear of any ar Owner under them. ⁻ and having done lal | been completed, fre equirements of said (| That the work for which payment is requested has been completed, free and clear of any and all claims, tiens, charges, and expenses of any kind or nature whatsoever, and in full compliance with the confract documents and the requirements of said Owner under them. That for the purposes of said contract, the following persons have been contracted with, and have furnished or program materials, equipment, subplies, and services for and having done labor or said antitact. The following persons have been contracted with the contract of the furnished or program material materials and the real materials. | That the work for which p compliance with the con furnished or prepared m | |
| | | | of said Contract; | under the terms of | | S | | | ning a partial payment of | that the following statements are made for the purpose of procuring a purtial payment of | that the following statements a | |
| | | | | | | * | Juarez | | | | | |
| | | | nisi, dilasi vi | | | | | | r | , for the following projec | the day of, 20 | |
| | | it in behalf of said corporation, and | n behalf of sai | this Affidavit in | duly authorized to make | an Illinois corporation, and ztor with the PUBLIC BUI | of, and a stree Contract | he is | s and says that he/sl facts herein set fort | The affiant, being first duly swem on oath, deposes and says that heishe is, of, an Illinois corporation, and duly authorized to make this Affidav individually, that heishe is well acquainted with the facts therein set forth and that said componation is the Contractor with the PUBLIC FUIR INIC COMMISSION OF CHICAGO | The affiant, being first di individually; that he/she | |
| | | | | | | | | | | SS | STATE OF ELLINOIS } | |
| | | | | | N | APPLICATION FOR PAYMENT | APPLI | | | sion Of Chicago | Owner Public Building Commission Of Chicago | Owner |
| | | | | | | | | | | 18840 | Juarez | Job Location |
| | 7/17/2013 | Date | | | CONTRACTOR PASCHEMMILHOUSE, JV | CONTRACTOR | | | | | 4 | PBC Project # |
| | | | PAYMENT (1 of) | R PARTIAL P | r and Affidavit Foi | CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL | CONTRACTOR'S | | | | School Investment Droc | Draied Name |
| | | | | | | BITB | EXHIBIT B | | | | | |
| | | | | | 0 | PUBLIC BUILDING COMMISSION OF CHICAGO | C BUILDING CON | PUBLI | | | | |

Juarez

CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT (page _of _)

| AMOUNT OF ORIGINAL CONTRACT | 333,511.09 | TOTAL AMOUNT REQUESTED | \$40,368.86 |
|--------------------------------|------------|--------------------------------|--------------|
| EXTRAS TO CONTRACT | - | LESS 10% RETAINED | \$1,159.69 |
| OTAL CONTRACT AND EXTRAS | 333,511.09 | NET AMOUNT EARNED | \$39,209.18 |
| CREDITS TO CONTRACT | \$0.00 | AMOUNT OF PREVIOUS PAYMENTS | \$8,563.88 |
| ADJUSTED CONTRACT PRICE | 333,511.09 | AMOUNT DUE THIS PAYMENT | \$30,645.29 |
| | | BALANCE TO COMPLETE | \$294,301.93 |

Contractor certifies that to the best of its knowledge, information and belief, the work is in accordance with the Contract Documents; that suppliers of materials, services, labor and all Subcontractors (including all significant sublevels thereof) are being currently paid, and that the amount of the payments applied for are justified. These provisions should not be construed as conferring any rights hereunder for the benefit of Subcontractors, suppliers, workers or employees, nor as enlarging or altering the application or effect of existing lien laws.

That the Waivers of Lien and submitted herewith by affiant and each of the aforesaid persons, are true, correct, and genuine; that each and every Waiver of Lien was delivered unconditionally; that there is no claim either legal or equitable to defeat the validity of any of said Waivers of Lien; that said Waivers of Lien include such Waivers of Lien from all Subcontractors, suppliers of material or other agents acting on behalf of affiant in connection with the work or arising out of the Work; and that so far as affiant has knowledge or information, the said Waivers of Lien include all the labor and material for which a claim could be made and for which a lien could be filed.

That neither the partial payment nor any part thereof has been assigned.

That said Contractor herein expressly affirms that should it at any time appear that any illegal or excess payments have been made to said Contractor by or on behalf of the PUBLIC BUILDING COMMISSION OF CHICAGO, the said Contractor will repay on demand to the PUBLIC BUILDING COMMISSION OF CHICAGO the amount or amounts so paid; and if any lien remains unsatisfied after all payments are made, the Contractor shall refund to the PUBLIC BUILDING COMMISSION OF CHICAGO all moneys that the latter may be compelled to pay in discharging such a lien including all costs and a reasonable attorney's fee.

Name - Charles Freiheit Title - Vice President

Subscribed and sworn to before me this 17th day of July ,2013.

Notary Public My/Commission expires: Official Seal Jean A. Borg Notary Public State of Illinois My Commission Expires 07/22/2014

| | | | | | Ch. # | | |
|--|--|--|---|---|---|------------------------------|---------------------------------------|
| county of cook | SS . | | | I | _oan # | | · · · · · · · · · · · · · · · · · · · |
| | | | | | | | |
| TO WHOM IT MAY CONCERN WHEREAS the undersigned has | | PUBLIC BUILDING (| | 30 | | | |
| - | I Construction | | South of Show | 30 | | | |
| for the premises known as | | | | | | · | |
| of which | | PUBLIC BUILDING COM | | | | | is the owner. |
| lien or claim of, or right to, lien improvements thereon, and on | s, and other good and va , under the statues of the the material, fixtures, ap | Lizable considerations, the receipt State of Illinois, relating to mecha paratus or machinery furnished, au ixtures, apparatus or machinery, fi | whereof is hereby acknow nics' liens, with respect to nd on the moneys, funds o | ledged, do(es) hereby and on said above de r other considerations | / waive and release escribed premises, a s due or to become d | any and all nd the lue | |
| Given under MY | | hand SIGNED | | a | nd sealed(| ON NC | |
| this17 <u>th</u> | day of | | y | | | 2¢ <u>13</u> | |
| | | Signature | and Seal: | | A | > | |
| | | vaiver is for a corporation, corporation nership, the partnership name sho | | | | gning | |
| | | СОИТ | RACTOR'S AFFID | AVIT | | | |
| STATE OF ILLINOIS | SS. | | | | | | |
| COUNTY OF COOK | | | | | | | |
| TO WHOM IT MAY CONCERN | l: | | | | | | |
| THE undersigned, being duly s of thePASCH | worn, deposes and says EN/MILHOUSE, JV | that he is Charles Freiheit | | | | | |
| who is the contractor for the building located at | <u>General Constru</u> Juarez | ction | · · · | | | | work on the |
| owned byPUBLIC That the total amount of the col | BUILDING COMMISSIC | N OF CHICAGO | | hich he has received | | 8,563.88 | |
| waivers. That the following are for specific portions of said wor | the names of all parties to or for material entering | and genuine and delivered uncond who have furnished material or lat into the construction thereof and t work according to plans and speci | oor, or both, for said work he amount due or to beco | and all parties having me due to each, and t | contracts or sub con he items mentioned | itracts | |
| N | IAMES | WHAT | FOR | CONTRACT PRICE | AMOUNT PAID | THIS PAYMENT | BALANCE |
| | /MILHOUSE, JV | General Co | | \$333,511.09 | 8,563.88 | 30,645.29 | \$294,301.93 |
| | | | | | | | \$- |
| | | | | | | | s - s - |
| | · · · · · · | | | | | | 4 |
| TOTAL LABOR AND MATERIA | | | | 333,511.09 | 8,563.88 | 30,645,29 | \$ 294,301.93 |
| That there are no other contrac | ts for said work outstandi | ng, and that there is nothing due o on with said work other than above | or to become due to any p | | | 00,040.20 | <u> </u> |
| Signed this | 17th | day of | | July | | | 2013 |
| | | Signature: | | 57 | | | |
| Subscribed and sworn to before | e me this | 17th | day of | • | July | | 2013 |
| | | | | | • | · | |
| | | | Nota | Official Seal Jean A. Borg Y Public State of Dission Exercise | 1 <i>00</i> | Boy | |
| | | | My Com | | 1 Illinois 07/22/2014 | | |

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| ЧО И О И | |
| COMMISSIO | |
| BUILDING | |
| PUBLIC | |

| | | | | | CONTRA | EXHIBIT B ACTOR'S SWOI | RN STATEMEN | EXHIBIT B CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT (1 of) | OR PARTIAL PAYI | MENT (1 of) | | | |
|-------------------------------|--|---|--|---|---|--|---|--|--|--|----------------------|----------------|------------------------|
| Project Name PBC Project # | School Investment Program 4 | gram | | | | 8 | NTRACTOR PA | CONTRACTOR PASCHENMILHOUSE, JV | | | Date | 7/17/2013 | |
| Job Location | Otis | 18440 | | | | | | | | | | | |
| Owner | Owner Public Building Commission Of Chicago | ssion Of Chicago | | | | APPLICATION FOR PAYMENT | R PAYMENT | 2 | | | | | |
| | STATE OF ILLINOIS } COUNTY OF } The afflant, being first c that hefshe is well acqu 20 for the followion | stXTE OF ILLINOIS) SS COUNTY OF } The affiard, being first cluy secm on cath, deposes and says that helshe is of of all of an illinois corporation, and duly authorized to make this Affidant in behalt of said corporation, and individually, that helshe is very another with the facts herein set forth and that said corporation is the Contractor with the PLIELIC BUILDING COMMISSION OF CHICAGO, Owner, under Contract No dated the day of | : and says that he/s set forth and that s | he is | of te Contractor with | , an Illinois ∞ 1 the PUBLIC BU | rporation, and du | ly authorized to make th SION OF CHICAGO, O | ris Affidawit in behalf i wner, under Contract | of said corporal No date | individually, | | |
| | | | | | | Otis | | | | | | | |
| | thut the following statements | that the following statements are made for the purpose of procuring a partial payment of | ring a partial puyment a | L | | s | | | under the terms of said Contract; | ttract; | | | |
| | That the work for which the contract documents materials, equipment, s become due to each of them for such labor, mo | That the work for which payment is requested has been completed, free and dear of any and all claims, liens, charges, and expenses of any kind or nature whetpoever, and in full compliance with the contraded user to the payment and the payment of | been completed, fru bid Owner under the ad having done labs statement is a full, and services, fum | ee and clear of any sm. That for the pu sm. on said improven true, and complets ished or prepared i | and all claims, lik proces of said coi nent. That the res statement of all., by each of them th | ins, charges, and thract, the following pective amounts such persons any such persons any o or on account (| i expenses of any ng persons have set forth opposite af of the full armou of said work, as st | kind or nature whatsoe been confracted with, a their names is the vith rit now due and the arm ated: | ver, and in full compli nd have fumished or mount of money due ount heretofore paid t | ance with prepared and to o each of | | | |
| | | | Otalina antima | | | | | Work Completed | | | | | |
| ITEM # | Subcontraction Name & Address | Type of Work | amount amount | Change Orders | Anguated Comman | % Complete | Pravicus | Current | Total to date | nelainege | net previous billing | net amount due | remaining to bill |
| Design Phase | | | | | | | | | | | | | |
| 5 | 20 Mode Architects | Design phase - ree Design phase - reimbur. | 80,000.00 11.640.00 | | 80,000.00 11 640 00 | | 13,263.80 | 46,136.20 | 60,000.00 | | 13,263.80 | 46,736,20 | 20,000.00 |
| 36 | 30 K Plus Erwironmental | Design phase - fee | 5,200.00 | | 5,200.00 | | • | 5200.00 | 6.200.00 | | | 5 200 00 | 70.040 |
| Cost of Construction | rotion | | | | | | | | | | | | |
| 16 | 30 Omega Demolition | Environmental | 156,280.00 | | 156,280,00 | | | | , | | | | 156,280.00 |
| 4 | 40 Sub to Let | Selective demo | 1,453.84 | | 1,453,84 | | • | 726.92 | 726.92 | \$ 72.69 | • | 654.23 | 799.61 |
| <u>1</u> | 50 Precision Cement | building concrete | 5,200.00 | | 5,200.00 | | • | | _ | | • | | 5,200.00 |
| 7 0 | 60 Sandsmith Masonry 70 Dank & Roche | Unit masonry Doubh camantor | 74,000.00 | | 74,000.00 | | • | 44,400.00 | | \$ 4,440.00 | | 39,960,00 | 34,040.00 |
| 3 | 80 Bofo Waterproofing | Joint sealants | 1,500,00 | | 1,500.00 | | | PO007 | | | • • | 180.00 | 1,715.00 |
| 6 | 90 Sub to Let | Membrane Roofing | 8,000.0D | | 8,000.00 | | | | | . \$ | | | 8,000.00 |
| 101 | 100 Precision Metals | doors/frames/hdw-Supply | 3,950.00 | | 3,950.00 | | | | 1 | • | • | | 3,950.00 |
| 11 | 110 MJ Connelly | Windows | 500.00 | | 500.00 | | | | B | - | • | | 500.00 |
| 12 | 120 Ashlaur Construction | tile | 12,000.00 | | 12,000.00 | | 2019 | | 1 | | | | 12,000.00 |
| <u>t</u> | 130 Ashlaur Construction | VCT, carpet & base | 10,400.00 | | 10,400.00 | . - | | | • | • | | | 10,400.00 |
| 140 | 140 LD Flooring 150 Maticnal Painting | Wood Flooring | 3,150.00 | | 3,150,00 | | | | _ | | | • | 3,150.00 |
| , ē | 160 JP Philips | Plaster Patching | 5,550.00 | | 5.550.00 | | | 22/ 300,000 | 12/ 300.00 | \$12,/30,00 | • | 114,570.00 | 140,030,00 5 660,00 |
| 17 | 170 C&G Construction | visual display - Supply | 20,540.00 | | 20,540.00 | | | 20 540 00 | 20,540.00 | \$ 2,054.00 | , | 18.486.00 | 2.054.00 |
| 18 | 180 Ashlaur Construction | visual display - Install | 28,840.00 | | 28,840.00 | | | | | | , | - | 28,840.00 |
| 190 | 0 Interior Concepts | toilet partitions | 14,700.00 | | 14,700.00 | | | | | • | | 1 | 14,700.00 |
| 200 | 0 Interior Concepts | toilet & bath access - Sup | 7,050.00 | | 7,050.00 | | | | , | • | - | | 7,050.00 |
| 210 | 0 Boetter Contracting | food service equip. | 65,470.00 | | 65,470.00 | | | | • | 5 - | | , | 65,470,00 |
| 220 | 0 Sub to Let | | 530,00 | | 530,00 | | | | | , \$ | , | , | 530.00 |
| 230 | 0 Evergreen Specialties | _ | 3,870,00 | | 3,870.00 | | | | | 5 | | ' | 3,870.00 |
| 34 | 240 A-Green Plus | plumbing | 98,000,00 | | 98,000,00 | | | 23,200.00 | 39,200.00 | \$ 3,920.00 | | 35,280.00 | 62,720.00 |
| 250 | 0 ACCH, Ind. | HVAC | 46,500,00 | | 46,500,00 | | | 6,975.00 | _ | \$ 697.50 | • | 6,277.50 | 40,222,50 |
| 260 | 0 Code Engineering | Electrical MrtE Electrical | 163,000.00 | | 163,000.00 | | | 69,200,00 | 65,200.00 | \$ 6,520.00 | | 58,680.00 | 104,320,00 |
| 280 | 20 | | | | 23,000.00 | | | | | | | | 93,000.00 |

TOTAL page 1

44 086.50 652.25 916.54

> 5,870.25 8,248.83 349,945.49

6,522.50 \$ 652.25 9,165.37 \$ 916.54

6,522.50 9,166.37

6,522.50 9,165.37

6,522.50 9,165.37

bond insurance

340 Paschen Milhouse

41,225,00 79,126,63 65,595,54

> 7,290.69 2,511.78

23,887,68 23,887,68

31,988.45 \$ 810.08 26,678.55 \$ 279.09

8,100.77 2,790.87

> 23,887.68 23,887.68

41,225.00 110,305.00

91,995.00 44,086.50

110,305.00 91,995.00 44,086.50

DB Contingency DB Overhead & Fee DB General Conditions DB General Requirement:

290 Paschen Milhouse | 300 Paschen Milhouse | 310 Paschen Milhouse | 320 Paschen Milhouse | 320 Paschen Milhouse |

41,225.00

¥

1,075,134,56

61,039.16

33,112,14

444,096.79

383,057.63

61,039.16

1,486,119.21

Otis

CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT (page _of _)

| AMOUNT OF ORIGINAL CONTRACT | 1,486,119.21 | TOTAL AMOUNT REQUESTED | \$444,096.79 |
|--------------------------------|--------------|--------------------------------|----------------|
| EXTRAS TO CONTRACT | - | LESS 10% RETAINED | \$33,112.14 |
| OTAL CONTRACT AND EXTRAS | 1,486,119.21 | NET AMOUNT EARNED | \$410,984.65 |
| CREDITS TO CONTRACT | \$0.00 | AMOUNT OF PREVIOUS PAYMENTS | \$61,039.16 |
| ADJUSTED CONTRACT PRICE | 1,486,119.21 | AMOUNT DUE THIS PAYMENT | \$349,945.49 |
| | | BALANCE TO COMPLETE | \$1,075,134.56 |

Contractor certifies that to the best of its knowledge, information and belief, the work is in accordance with the Contract Documents; that suppliers of materials, services, labor and all Subcontractors (including all significant sublevels thereof) are being currently paid, and that the amount of the payments applied for are justified. These provisions should not be construed as conferring any rights hereunder for the benefit of Subcontractors, suppliers, workers or employees, nor as enlarging or altering the application or effect of existing lien laws.

That the Waivers of Lien and submitted herewith by affiant and each of the aforesaid persons, are true, correct, and genuine; that each and every Waiver of Lien was delivered unconditionally; that there is no claim either legal or equitable to defeat the validity of any of said Waivers of Lien; that said Waivers of Lien include such Waivers of Lien from all Subcontractors, suppliers of material or other agents acting on behalf of affiant in connection with the work or arising out of the Work; and that so far as affiant has knowledge or information, the said Waivers of Lien include all the labor and material for which a claim could be made and for which a lien could be filed.

That neither the partial payment nor any part thereof has been assigned.

That said Contractor herein expressly affirms that should it at any time appear that any illegal or excess payments have been made to said Contractor by or on behalf of the PUBLIC BUILDING COMMISSION OF CHICAGO, the said Contractor will repay on demand to the PUBLIC BUILDING COMMISSION OF CHICAGO the amount or amounts so paid; and if any lien remains unsatisfied after all payments are made, the Contractor shall refund to the PUBLIC BUILDING COMMISSION OF CHICAGO all moneys that the latter may be compelled to pay in discharging such a lien including all costs and a reasonable attorney's fee.

Name - Charles Freiheit Title - Vice President

Subscribed and sworn to before me this 17th day of July , 2013.

Notary Jublic My Commission expires: Official Seal Jean A. Borg Notary Public State of Illinois My Commission Expires 07/22/2014

| STATE OF ILLINOIS | \$ | | | | | Gtv # | | |
|--|---|---|---|---|---|--|---|---------------------------------------|
| COUNTY OF COOK | } ss | | | | | Loan # | | |
| TO WHOM IT MAY | | | | | | | | |
| WHEREAS the under | | n employed by | PUBLIC BUILDING C | OMMISSION OF CHICA | GO | | | |
| to furnish | General Con | struction | | | | | | |
| for the premises kno | own as <u>Otis</u> | | | | | | | |
| of which | | | PUBLIC BUILDING COM | | | | New Market Contained | _ is the owner. |
| (\$ <u>349,945.4</u> lien or claim of, or rig improvements there | 19) Dollars, and ight to, lien, under ion, and on the magnetic ion, and on the magnetic | other good and va the statues of the aterial, fixtures, ap | State of Illinois, relating to recent un luable considerations, the receipt w State of Illinois, relating to mechan paratus or machinery furnished, and ixtures, apparatus or machinery, fu | hereof is hereby ackno ics' liens, with respect to d on the moneys, funds | wedged, do(es) here and on said above- or other consideration | by waive and release described premises, a ns due or to become o | any and all ind the due | <u> </u> |
| Given under | MY | | hand <u>SIGNED</u> | | | and sealed | ON | |
| this | 17th | dayof | يانىل. | | | 57 | 20 <u>13</u> | |
| | | | Signature a | nd Seal: | $ - \epsilon $ | 1 | | · · · · · · · · · · · · · · · · · · · |
| | | | waiver is for a corporation, corporat Inership, the partnership name shou | | | | | |
| | | | CONT | RACTOR'S AFFIC | AVIT | | | |
| STATE OF ILLINOIS | } S: | 3. | | | | | | |
| COUNTY OF COOK | < , | | | | | | | |
| TO WHOM IT MAY | CONCERN: | | | | | | | |
| THE undersigned, be of the | PASCHEN/MI or for the Otis | LHOUSE, JV General Constru | | | | | | work on the |
| owned by That the total amoun | | | ON OF CHICAGO | 1.485.119.21 of | which he has receive | d navment of \$ | 61,039.16 | |
| prior to this payment waivers. That the for specific portions | t. That all waiver plowing are the na of said work or fo | s are true, correct a ames of all parties r material entering | and genuine and delivered uncondi who have furnished material or labo into the construction thereof and th work according to plans and specifi | tionally and that there is or, or both, for said work re amount due or to bec | no claim either legal and all parties havin | or equitable to defea g contracts or sub co | t the validity ntracts | |
| | | | | | CONTRACT | AMOUNT | THIS | BALANCE |
| | NAMES PASCHEN/MILH | | WHAT F General Con | | PRICE \$1,486,119.21 | PAID 61,039.16 | PAYMENT 349,945.49 | DUE \$1,075,134.56 |
| | | | | | | | | \$ - |
| | | | | | | | | \$ - |
| | | | | | | | | \$ |
| | | | | \$ | 1,486,119.21 | 61,039.16 | 349,945.49 | \$ 1,075,134.56 |
| | her contracts for s | aid work outstand | ing, and that there is nothing due or on with said work other than above | to become due to any | | | <u></u> | <u> </u> |
| Signed this | | 17th | day of | |) July | | | 2013 |
| | | | Signature: | | | | <u> </u> | |
| Subscribed and swo | | nis | Signature | day | f | July | | 2013 |
| | | | | | | | | |
| | in lo beible me ir | | | | | | | |
| | nn lo deidie me ir | | | | Janal | Ros a | | |
| | nn (o dei die ine in | | | Rota | | Bry Maria Seal | ~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~ | |
| | in (o deloie ine in | | | Nota | Jean | al Seal A. Borg | ~~} | |
| | in (o deloie ine in | | | \$l | Notary Public V Commission | al Seal A. Borg State of Illinois Expires 07/22/20 | 14 | |

| 460 | |
|---------------------------------------|--|
| CHO: | |
| LO NO | |
| PUBLIC BUILDING COMMISSION OF CHICAGO | |
| BUILDING | |
| PUBLIC | |

| | | | | | CONTRACT | EXHIBIT B CTOR'S SWORN | I STATEMENT | EXHIBIT B CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT (1 of) | R PARTIAL P | AYMENT (1 of | | | |
|-------------------------------|---|---|--|--|--|---|--|---|---|--|---|----------------|-------------------|
| Project Name PBC Project # | School Investment Program 4 | Tam | | | | ō | NTRACTOR PA | CONTRACTOR PASCHENMILHOUSE, JV | | | Date | 7/17/2013 | |
| Job Location | Smyth | 18675 | | | | | | | | | | | |
| Owne | Owner Public Building Commission Of Chicago | sion Of Chicago | | | | APPLICATION FOR PAYMENT | PAYMENT | 2 | | | | | |
| | STATE OF ILLINOIS } COUNTY OF } The afflant, being first di heishe is well acquaintee for the following project: | STATE OF ILLINOIS) SS COUNTY OF) COUNTY OF) COUNTY OF) COUNTY OF) COUNTY OF) COUNTY OF A style worm on earth, deposes and says that herdshe is not the fallowing project: Comparison of CHICAGO, Owner, under Contract No. dated the day of 20 Smyth | th and that he/she | s oration is the Cont | of actor with the PU | , an Illinois corpor BLIC BUILDING (Smyth | ation, and duly at COMMISSION O | ttronized to make this Al F CHICAGO, Owner, un | ffidavit in behalf der Contract No | of said corporation | ı, and individually, that day of, 20 | | |
| | that the following statements | that the following statements are made for the purpose of proturing a partial payment of | ing a partial payment of | | | s | | pun | under the terms of said Contract; | id Contract, | | | |
| | That the work for which contract documents and materizals, equipment, sr become due to each of become due to each of them for such labor, ma | That the work for which peryment is requested has been completed, free and darn of any and al daims, liens, charges, and expenses of any kind or nature whatsoever, and in full compliance with the contract documents and the requirements of said Owner under them. That for the purposes of said contract, the following persons have been contracted with, and have turnished or prepared materias, exploment, and eventses for and having force have on said inprovement. That the respective manual set for the provise the interval of a proper and the interval of said Owner under them. That for the purposes of said contrast effort the progress that in the same for any and an another stated with, and have the full amount of morey due and to materias, exploment, and events for and having force have on said inprovement. That the respective amount are found in amount of morey due and to become due to ach of them respectively. That this statement is a full, true, and complete statement of a sup presons and of the full amount needone paid to each of them for auch tabor, materials, equipment, supplies, and services, furnished or proported by each of them to or on account of said work, as stated: under formation, equipment, supplies, and services, furnished or propared by each of them to or on account of said work, as stated: under formations, equipment, supplies, and services, furnished or propared by each of them to or on account of said work, as stated: under formations, equipment, supplies, and services, furnished or propared by each of them to ach act the supervised by active the supervised by the full around the amount intereduce paid to each of them for auch tabor, materials, equipment, supplies, and services, furnished or propared by each of them to account of a stated active | en completed, free - reer under them. Th traving done takor o tatement is a full on and services, furnish and services, furnish | and clear of any an at for the purposes n said improvemet e, and complete si et or prepared by | d all daims, liens, of said contract, It. At. That respect atement of all suc sach of them to or action of them to or | charges, and exp te following persisting the armounts set in persons and of on account of sai | enses of any kin ons have been co forth opposite the the full amount no lid work, as state konk | rry kind or nature whatsoever, een contracted with, and have lieb their names is the full armou ount now due and the arnount stated: Mové Commisterd | and in full compl furnished or pre art of money du heretafore paid | liance with the pared e and to to each of | | | |
| ITEM # | Subcontractor Name & Address | Type of Work | Original contract amount | Chango Orders | Adjusted Contract Amt | % Complete | Previous | Current | Total to date | rekainage | net previous billing | not amount due | remaining to bill |
| Design Phase | | | | | | | | | | | | | - |
| | 10 FGM Architects | Design phase - fee | 68,523.00 | | 68,523.00 | | 12,398.93 | 38,993.32 | 51,392.25 | | 12,398.93 | 38,993.32 | 17,130.75 |
| | 20 FGM Architects | Design phase - reimbur. | 7,740.00 | | 7,740.00 | | - | | , | | - | | 7,740.00 |
| | <u>30 K Plus Environmental</u> | Design phase - fee | 5,200.00 | | 5,200.00 | | • | 5,200.00 | 5,200.00 | | - | 5,200.00 | |
| COST OF CORFUCION | 30 Hyde Park | Environmental | 153.835.00 | | 153 835.00 | | | 3632531 | 115 376 75 | \$ 1152763 | | 103 818 63 | 40 000 18 |
| 4 | 40 Hyde Park | Selective demo | 45,831.00 | | 45,831,00 | | | 43,539,45 | 43,539.45 | \$ 4,353.95 | , | 39,185.51 | 6.645.50 |
| ŝ | 50 Precision Cement | building concrete | 4,000.00 | | 4,000.00 | | - | | 1 | | | | 4,000.00 |
| | 60 TAC Masonry | unit masonry | 12,200.00 | | 12,200.00 | | • | | | , s | - | , | 12,200.00 |
| r- | 70 Denk & Roche | Rough carpentry | 16,295.00 | | 16,295.00 | | | | | , \$ | | - | 16,295.00 |
| | 80 Sub to Let | Greenhouse Panels | 10,000.00 | | 10,000.00 | | | | , | - | 1 | • | 10,000.00 |
| | 90 Bofo Waterproofing 100 Stift to Let | Joint sealants Membrane roofing - Allow | 18,000.00 | | 18,000.00 | | | | | , , , , | 1 | i | 18,000.00 |
| - F | 110 Precision Metals | doors/frames/hdw-Supply | 22,500.00 | | 22,500,00 | | | | | , , , , | , | • • | 00'005'22 |
| 12 | 120 MJ Connelly | Windows | 6,125.00 | | 6,125.00 | | | | , | | , | | 6,125.00 |
| 5 5 | 130 Ashlaur Construction | tile | 1,000.00 | | 1,000.00 | | | | | • | (| , | 1,000.00 |
| T. | 140 Ashlaur Construction | VCT, carpet & base | 74,950.00 | | 74,950.00 | | | 18,240.00 | 18,240.00 | \$ 1,824.00 | | 16,416.00 | 58,534,00 |
| 1 | 150 Sub to Let | Floor Substrate Repairs | 5,000.00 | | 5,000.00 | | | | , | | t | | 5,000.00 |
| ^보 (| 160 Durango Painting | Painting | 57,100.00 | | 57,100.00 | | | 45,680,60 | 45,680.00 | 4 | • | 41,112.00 | 15,988.00 |
| | | Vigual display - Supply | 1004.00 | | /.004.00 | | | 7,093,00 | 7,003.00 | \$ 700.30 | - | 6,302.70 | 701.30 |
| | 180 Ashlaur Construction 190 Sub to Let | visual display - Install path of travel improv | 9,741.00 13.798.93 | | 9,741.00 13 798 03 | | | | , | , , , | ' | - | 9,741.00 |
| 20 | 200 Sub to Let | Kitchen Haod | 15,000,00 | | 15,000.00 | | | | | , | | | 15 000 00 |
| 21 | 210 Evergreen Specialties | window treatments | 4,000.00 | | 4,000.00 | | | | | | - | . | 4,000.00 |
| 22 | 220 A. Green Plus, Inc. | plumbing | 139,725.00 | | 139,725.00 | | | | - | - | 1 | | 139,725.00 |
| R | 230 ACCH, Inc. | HVAC | 120,000,00 | | 120,000.00 | + | | | | - 5 | , | | 120,000,00 |
| 5 | 240 Sub to Let | Boller Breaching | 30,000.00 | | 30,000.00 | + | 0010 | | ' | _ I | - | , | 30,000.00 |
| 21 | 250 Quantum Crossing LLC electrical | electrical | 72,321.00 | | 72,321.00 | _ | | 43,332,60 | 43,392.60 | \$ 4,339.26 | • | 39,053.34 | 33,267,66 |

31,680.00 59,274.58 55,784,18 34,788.50 512.33 710.50

> 6,027.10 4,552.51 4,610.99 6,394,48

22,168.32 22,168.31

669.68

28,865.10 \$ 27,226.65 \$

6.696.78 5,058.34

22,168.32 22,168.31

87,470.00 82,505.00 34,788.50

31,680.00 87,470.00 82,505.00

34,788,50 5,123.32 7,104.98

DB General Regulrements DB Overhead & Fee DB General Conditions DB Contingency

 270 Praschen Mithouse
 280 Praschen Mithouse

 290 Praschen Mithouse
 300 Praschen Mithouse

 310 Praschen Mithouse
 310 Praschen Mithouse

 320 Praschen Mithouse
 320 Praschen Mithouse

贸

insurance prod

31,680.00

.

512.33 505.83

> 5,123,32 \$ 65

•

710,50

7,104.98 \$

512322

5,123.32 7,104.98

810,135.60

311,686.57

56,735.56

29,721,47

398,143.60

341,408,04

56,735,56

1,178,560.73

1,178,560.73

TOTAL page1

Smyth

CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT (page _of _)

| AMOUNT OF ORIGINAL CONTRACT | 1,178,560.73 | TOTAL AMOUNT REQUESTED | \$398,143.60 |
|--------------------------------|--------------|--------------------------------|--------------|
| EXTRAS TO CONTRACT | - | LESS 10% RETAINED | \$29,721.47 |
| OTAL CONTRACT AND EXTRAS | 1,178,560.73 | NET AMOUNT EARNED | \$368,422.13 |
| CREDITS TO CONTRACT | \$0.00 | AMOUNT OF PREVIOUS PAYMENTS | \$56,735.56 |
| ADJUSTED CONTRACT PRICE | 1,178,560.73 | AMOUNT DUE THIS PAYMENT | \$311,686.57 |
| | | BALANCE TO COMPLETE | \$810,138.60 |

Contractor certifies that to the best of its knowledge, information and belief, the work is in accordance with the Contract Documents; that suppliers of materials, services, labor and all Subcontractors (including all significant sublevels thereof) are being currently paid, and that the amount of the payments applied for are justified. These provisions should not be construed as conferring any rights hereunder for the benefit of Subcontractors, suppliers, workers or employees, nor as enlarging or altering the application or effect of existing lien laws.

That the Waivers of Lien and submitted herewith by affiant and each of the aforesaid persons, are true, correct, and genuine; that each and every Waiver of Lien was delivered unconditionally; that there is no claim either legal or equitable to defeat the validity of any of said Waivers of Lien; that said Waivers of Lien include such Waivers of Lien from all Subcontractors, suppliers of material or other agents acting on behalf of affiant in connection with the work or arising out of the Work; and that so far as affiant has knowledge or information, the said Waivers of Lien include all the labor and material for which a claim could be made and for which a lien could be filed.

That neither the partial payment nor any part thereof has been assigned.

That said Contractor herein expressly affirms that should it at any time appear that any illegal or excess payments have been made to said Contractor by or on behalf of the PUBLIC BUILDING COMMISSION OF CHICAGO, the said Contractor will repay on demand to the PUBLIC BUILDING COMMISSION OF CHICAGO the amount or amounts so paid; and if any lien remains unsatisfied after all payments are made, the Contractor shall refund to the PUBLIC BUILDING COMMISSION OF CHICAGO all moneys that the latter may be compelled to pay in discharging such a lien including all costs and a reasonable attorney's fee.

Name - Charles Freiheit Title - Vice President

Subscribed and sworn to before me this 17th day of July ,2013.

írv Public Commission expires:

Official Seal Jean A. Borg Notary Public State of Illinois My Commission Expires 07/22/2014

i.

| STATE OF ILLINOIS | | | | Gty # | | |
|---|---|---|---|---|------------------------------|----------------------|
| | SS. | | | Loan # | | |
| O WHOM IT MAY CONCERN: | | | | | | |
| VHEREAS the undersigned has t | peen employed by | PUBLIC BUILDING COMMISSION C | F CHICAGO | | | |
| furnish General C | onstruction | | | | | |
| or the premises known asS | myth | | | | | |
| f which | | UBLIC BUILDING COMMISSION OF C | | | | is the owner, |
| en or claim of, or right to, lien, un nprovements thereon, and on the | nd other good and valuable con der the statues of the State of III e material, fixtures, apparatus or | Three Hundred Eleven siderations, the receipt whereof is here inois, relating to mechanics' liens, with machinery furnished, and on the money paratus or machinery, furnished to this | by acknowledged, do(es) hereb respect to and on said above-d /s, funds or other consideration | y waive and release escribed premises, a s due or to become d | any and ali nd the lue | |
| iven under <u>MY</u> | hand | SIGNED | a | ind sealed(| ON | |
| his 17th | day of | hily | | | 2013 | |
| | | Signature and Seal: | | 2 | | |
| jning waiver should be set forth | it waiver is for a partnership, th | e partnership name should be used, pa CONTRACTOR'S | | a nimseir as pariner. | | |
| TATE OF ILLINOIS | | | | | | |
| | SS. | | | | | |
| O WHOM IT MAY CONCERN: | | | | | | |
| | | לא לא לא היא נער איין אינו איין איין איין איין איין איין איין איי | 18 2515e: | | | |
| | m, deposes and says that he is /MILHOUSE, JV | Charles Freinein | | | | |
| ho is the contractor for the | General Construction | | | | | work on the |
| | myth UILDING COMMISSION OF CHI | CAGO | | | | |
| aivers. That the following are the r specific portions of said work o clude all labor and material requ | names of all parties who have to r for material entering into the co ired to complete said work accortion | e and delivered unconditionally and the urnished material or labor, or both, for nstruction thereof and the amount due ding to plans and specifications: | said work and all parties having or to become due to each, and CONTRACT | contracts or sub cor the items mentioned AMOUNT | THIS | BALANCE |
| NAN DARCUENDA | | General Construction | PRICE \$1,178,560.73 | PAID 56,735.56 | PAYMENT 311,686.57 | DUE \$810,138.60 |
| PASCHEN/MI | | General Construction | \$1,110,000.70 | 00,100.00 | 011,000.01 | \$ 010,100100 |
| | | | | | | \$ <u>-</u> |
| | | | | | | 5 <u>-</u> 5 |
| , | | | | | | |
| TAL LABOR AND MATERIAL 1 | | | \$ 1,178,560.73 | 56,735.56 | 311,686.57 | \$ 810,138.60 |
| at there are no other contracts f | | at there is nothing due or to become du d work other than above stated. | | | | |
| Signed this | 17th | day of | July و | | | 013 |
| ••••••••••••••••••••••••••••••••••••••• | | | 2-5- | | | |
| | | Signature: | | | | |
| bscribed and sworn to before m | e thisJuly | · | day of | July | <u>, 2</u> | 013 |
| | | | | | | |
| | | | 💃 🌈 🧳 Jean | cial Seal A. Borg c State of Illinois | ž. | |