



## Public Building Commission of Chicago Contractor Payment Information

Project: 2013 School Investment Program - Project 6

Contract Number: PS1968

Design Builder: Paschen/Milhouse JV

Payment Application: #3

Amount Paid: \$3,678,114.67

Date of Payment to General Contractor: 9/19/13

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.

Follow this project on Twitter @PBCChi #SIP

1,569,483.21  
125,583.85  
1,443,899.36

## PUBLIC BUILDING COMMISSION OF CHICAGO

## EXHIBIT B

## CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT (1 of )

Project Name PBC Project #	School Investment Program 6	CONTRACTOR	PASCHEN/MILHOUSE, JV	Date	8/21/2013
Job Location	HUGHES ELEM SCHL 18290	Owner Public Building Commission Of Chicago			
		APPLICATION FOR PAYMENT		3	
STATE OF ILLINOIS ) SS COUNTY OF COOK ) The affiant, being first duly sworn on oath, deposes and says that he/she is Charles Freiheit, of Paschen/Milhouse, an Illinois corporation, and duly authorized to make this Affidavit in behalf of said corporation, and individually; that he/she is well acquainted with the facts herein set forth and that said corporation is the Contractor with the PUBLIC BUILDING COMMISSION OF CHICAGO, Owner, under Contract No. PS1968 dated the 8th day of July, 2013, for the following project:  HUGHES ELEM SCHL  that the following statements are made for the purpose of procuring a partial payment of  <b>\$644,100.25</b>  That the work for which payment is requested has been completed, free and clear of any and all claims, liens, charges, and expenses of any kind or nature whatsoever, and in full compliance with the contract documents and the requirements of said Owner under them. That for the purposes of said contract, the following persons have been contracted with, and have furnished or prepared materials, equipment, supplies, and services for, and having done labor on said improvement. That the respective amounts set forth opposite their names is the full amount of money due and to become due to each of them respectively. That this statement is a full, true, and complete statement of all such persons and of the full amount now due and the amount heretofore paid to each of them for such labor, materials, equipment, supplies, and services, furnished or prepared by each of them to or on account of said work, as stated:					

ITEM #	Subcontractor Name & Address	Type of Work	Original contract amount	Change Orders	Adjusted Contract Amt	-----Work Completed-----				retainage	net previous billing	net amount due	remaining to bill
						% Complete	Previous	Current	Total to date				
Design Phase													
10	Ileakis	Design phase-Fee	52,000.00		52,000.00	90	38,032.28	8,767.72	46,800.00	-	38,032.28	8,767.72	5,200.00
20	Ileakis	Design phase-reimbusea	16,080.00		16,080.00	90		14,472.00	14,472.00	1,447.20	-	13,024.80	3,055.20
Cost of Construction													
30	Valor	Selective Demo	985.00		985.00	100		985.00	985.00	98.50	-	886.50	98.50
35	Valor	Environmental Work	38,650.00		38,650.00	100	38,650.00	-	38,650.00	3,865.00	34,785.00	-	3,865.00
40	Precision Cement	Building Concrete	2,600.00		2,600.00	100		2,600.00	2,600.00	260.00	-	2,340.00	260.00
50	Sandsmith	Unit Masonry	40,000.00	4,390.35	44,390.35	100	14,000.00	30,390.35	44,390.35	4,439.04	12,600.00	27,351.32	4,439.04
60	Denk & Roche	Rough Carpentry	5,758.00	8,160.00	13,918.00	100	-	13,918.00	13,918.00	1,391.80	-	12,526.20	1,391.80
70	Knickerbocker Roofing	Membrane Roofing	95,000.00		95,000.00	100	-	95,000.00	95,000.00	9,500.00	-	85,500.00	9,500.00
75	To Be Let	Roofing Consultant	18,314.00		18,314.00	0		-	-	-	-	-	18,314.00
80	LaForce	Doors, Frames HDW-Sup	7,100.00	(3,311.00)	3,789.00	100	-	3,789.00	3,789.00	378.90	-	3,410.10	378.90
90	MJ Connelly	Glazing	500.00	250.00	750.00	100	-	750.00	750.00	75.00	-	675.00	75.00
95	Great Lakes	Structural Steel	3,800.00		3,800.00	100	-	3,800.00	3,800.00	380.00	-	3,420.00	380.00
100	Ashlaur Construction	Flooring	23,130.00		23,130.00	100	8,095.50	15,034.50	23,130.00	2,313.00	7,285.95	13,531.05	2,313.00
105	Garth Construction Services	Terrazzo Flooring	9,000.00	(7,500.00)	1,500.00	0		-	-	-	-	-	1,500.00
110	Ashlaur Construction	Painting	15,750.00	1,685.00	17,435.00	100		17,435.00	17,435.00	1,743.50	-	15,691.50	1,743.50
115	Ashlaur Construction	Install Visual Boards	40,060.00		40,060.00	100	16,863.00	23,197.00	40,060.00	4,006.00	16,863.00	19,191.00	4,006.00
120	C & G Construction	Visual Display	24,660.00		24,660.00	100	24,660.00	-	24,660.00	2,466.00	22,194.00	-	2,466.00
130	To Be Let	Toilet & Bath Assoc	1,620.35	(1,620.35)	-	0		-	-	-	-	-	-
140	TriMark Marlinn	Food Service Equip	31,980.00		31,980.00	100		31,980.00	31,980.00	3,198.00	-	28,782.00	3,198.00
145	FHP	Food Service Arch work	21,020.00	(21,020.00)	-	0		-	-	-	-	-	-
150	Evergreen	Window treatment	3,000.00		3,000.00	0		-	-	-	-	-	3,000.00
160	B Bruce Plumbing	Plumbing	95,018.00		95,018.00	100	30,332.40	64,685.60	95,018.00	9,501.80	27,299.16	58,217.04	9,501.80
170	ACCH	HVAC	20,000.00	(19,300.00)	700.00	100	16,500.00	(15,800.00)	700.00	70.00	14,850.00	(14,220.00)	70.00
180	FHP	Window A/C	8,500.00	(8,500.00)	-	100		-	-	-	-	-	-
190	Sharlen Electric	Electrical	343,410.00	(53,405.00)	290,005.00	95	66,600.00	208,904.75	275,504.75	27,550.48	59,940.00	188,014.28	42,050.73
195	To Be Let	Path of Travel - Computer Lab	25,491.00	(25,491.00)	-	0		-	-	-	-	-	-
200	PaschenMilhouse	DB Contingency	39,034.00	125,662.00	164,696.00			-	-	-	-	-	164,696.00
230	PaschenMilhouse	DB Gen Conditions	111,758.00		111,758.00	95	30,354.25	75,815.85	106,170.10	10,617.01	27,318.83	68,234.26	16,204.91
240	PaschenMilhouse	Gen Requirements	22,862.00		22,862.00	95		21,718.90	21,718.90	2,171.89	-	19,547.01	3,314.99
250	PaschenMilhouse	Bond	6,413.50		6,413.50	100	6,413.50	-	6,413.50	641.35	5,772.15	-	641.35
260	PaschenMilhouse	Insurance	9,568.15		9,568.15	100		9,568.15	9,568.15	956.82	-	8,611.34	956.82
270	PaschenMilhouse	DB Overhead / Fee	94,268.00		94,268.00	95		89,554.60	89,554.60	8,955.48	-	80,599.14	13,668.86
275	PaschenMilhouse	Mobilization	-		-		-	-	-	-	-	-	-
TOTAL page1			1,227,330.00	-	1,227,330.00		290,500.93	716,566.42	1,007,067.35	96,026.74	266,940.37	644,100.25	316,289.39



## PUBLIC BUILDING COMMISSION OF CHICAGO

## HUGHES ELEM SCHL

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

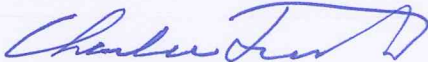
AMOUNT OF ORIGINAL CONTRACT	\$1,227,330.00	TOTAL AMOUNT REQUESTED	\$1,007,067.35
EXTRAS TO CONTRACT	\$0.00	LESS 10% RETAINED	\$96,026.74
TOTAL CONTRACT AND EXTRAS	\$0.00	NET AMOUNT EARNED	\$911,040.62
CREDITS TO CONTRACT	\$0.00	AMOUNT OF PREVIOUS PAYMENTS	\$266,940.37
ADJUSTED CONTRACT PRICE	\$1,227,330.00	AMOUNT DUE THIS PAYMENT	\$644,100.25
		BALANCE TO COMPLETE	\$316,289.39

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.

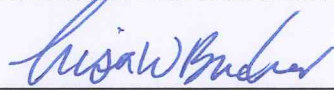
That neither the partial payment nor any part thereof has been assigned.

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: Authorized Agent

Subscribed and sworn to before me this 21st day of Aug, 2013.



Notary Public

My Commission expires:

6-4-17



# WAIVER OF LIEN TO DATE

STATE OF ILLINOIS }  
COUNTY OF COOK } SS.


Gty # \_\_\_\_\_  
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 HUGHES ELEM SCHL  
of which PUBLIC BUILDING COMMISSION OF CHICAGO is the owner.

The undersigned, for and in consideration of SIX HUNDRED FORTY FOUR THOUSAND ONE HUNDRED AND 25/100  
(\$ 644,100.25 ) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all  
lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the  
improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due  
from the owner, on account of labor services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises.

Given under MY hand SIGNED and sealed ON  
this 21st day of August, 2013

Signature and Seal: 

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

## CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS }  
COUNTY OF COOK } SS.

TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he is Charles Freiheit, Authorized Agent  
of the PASCHEN/MILHOUSE, JV  
who is the contractor for the General Construction work on the  
building located at HUGHES ELEM SCHL  
owned by PUBLIC BUILDING COMMISSION OF CHICAGO

That the total amount of the contract including extras is \$1,227,330.00 of which he has received payment of \$ 266,940.37  
prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity  
waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts  
for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and the items mentioned  
include all labor and material required to complete said work according to plans and specifications:

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
PASCHEN/MILHOUSE, JV	General Construction	\$1,227,330.00	266,940.37	644,100.25	\$316,289.39
					\$ -
					\$ -
					\$ -
TOTAL LABOR AND MATERIAL TO COMPLETE		\$ 1,227,330.00	266,940.37	644,100.25	\$ 316,289.39

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

Signed this 21st day of August, 2013

Signature: 

Subscribed and sworn to before me this 22nd day of Aug, 2013

Notary Public

OFFICIAL SEAL  
LISA W BUCHER  
Notary Public - State of Illinois  
My Commission Expires Jun 4, 2017



## PUBLIC BUILDING COMMISSION OF CHICAGO

## EXHIBIT B

## CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT (1 of 1)

Project Name PBC Project #	School Investment Program 6	CONTRACTOR	PASCHENMILHOUSE, JV	Date	8/21/2013
Job Location	JOHNSON ELEM SCHL 18330				
Owner	Public Building Commission Of Chicago				
<div style="border: 1px solid black; padding: 2px; display: inline-block;">APPLICATION FOR PAYMENT</div> <div style="border: 1px solid black; padding: 2px; display: inline-block; float: right;">3</div>					
STATE OF ILLINOIS ) SS COUNTY OF COOK ) The affiant, being first duly sworn on oath, deposes and says that he/she is Charles Freiheit, of Paschen/Milhouse, an Illinois corporation, and duly authorized to make this Affidavit in behalf of said corporation, and individually; that he/she is well acquainted with the facts herein set forth and that said corporation is the Contractor with the PUBLIC BUILDING COMMISSION OF CHICAGO, Owner, under Contract No. PS1968 dated the 8th day of July, 2013, for the following project:  JOHNSON ELEM SCHL  that the following statements are made for the purpose of procuring a partial payment of <b>283,333.12</b>  That the work for which payment is requested has been completed, free and clear of any and all claims, liens, charges, and expenses of any kind or nature whatsoever, and in full compliance with the contract documents and the requirements of said Owner under them. That for the purposes of said contract, the following persons have been contracted with, and have furnished or prepared materials, equipment, supplies, and services for, and having done labor on said improvement. That the respective amounts set forth opposite their names is the full amount of money due and to become due to each of them respectively. That this statement is a full, true, and complete statement of all such persons and of the full amount now due and the amount heretofore paid to each of them for such labor, materials, equipment, supplies, and services, furnished or prepared by each of them to or on account of said work, as stated:					

ITEM #	Subcontractor Name & Address	Type of Work	Original contract amount	Change Orders	Adjusted Contract Amt	-----Work Completed-----				retainage	net previous billing	net amount due	remaining to bill
						% Complete	Previous	Current	Total to date				
Design Phase													
10	Wallin Gomez	design phase-fee	45,000.00		45,000.00	90	18,778.35	21,721.65	40,500.00		18,778.35	21,721.65	4,500.00
20	Wallin Gomez	design phase-reimbu	9,500.00		9,500.00	90		8,550.00	8,550.00	855.00	-	7,695.00	1,805.00
Cost of Construction													
30	TBD	Selective Demo	10,921.43	(10,921.43)	-	0		-	-	-	-	-	-
35	TBD	Environmental Work	-		-	0		-	-	-	-	-	-
40	TBD	Building Concrete	-		-	0		-	-	-	-	-	-
50	Denk & Roche	Rough Carpentry	3,300.00	2,180.00	5,480.00	100	1,155.00	4,325.00	5,480.00	548.00	1,039.50	3,892.50	548.00
60	BoFo	Joint Sealants	16,000.00		16,000.00	100	5,600.00	10,400.00	16,000.00	1,600.00	5,040.00	9,360.00	1,600.00
70	M Cannon Roofing	Membrane Roofing	11,300.00		11,300.00	100	-	11,300.00	11,300.00	1,130.00	-	10,170.00	1,130.00
75	To Be Let	Roofing Consultant	1,058.00		1,058.00	0	-	-	-	-	-	-	1,058.00
80	LaForce	Doors, Frames Hdw-s	10,000.00	(4,115.00)	5,885.00	100	-	5,885.00	5,885.00	588.50	-	5,296.50	588.50
90	UBM	Painting	28,725.00	(18,725.00)	10,000.00	100		10,000.00	10,000.00	1,000.00	-	9,000.00	1,000.00
100	To Be Let	Toilet/Bath Assec	500.00	(500.00)	-	0	-	-	-	-	-	-	-
110	TriMark Marlinn	Food Service Equip	31,980.00	(2,902.56)	29,077.44	100	-	29,077.44	29,077.44	2,907.74	-	26,169.70	2,907.74
120	Evergreen	Window Treatment	3,800.00	(3,800.00)	-	0	-	-	-	-	-	-	-
130	B. Bruce	Plumbing	60,896.00	(13,479.00)	47,417.00	100	24,000.00	23,417.00	47,417.00	4,741.70	21,600.00	21,075.30	4,741.70
140	ACCH	HVAC	3,000.00	(3,000.00)	-	0	-	-	-	-	-	-	-
150	TBD	Window A/C Units	-		-	0	-	-	-	-	-	-	-
160	RAD Electric	Electrical	120,961.00	(4,600.00)	116,361.00	100	9,075.00	107,286.00	116,361.00	11,636.10	8,167.50	96,557.40	11,636.10
200	PaschenMilhouse	DB Contingency	14,936.00	59,862.99	74,798.99		-	-	-	-	-	-	74,798.99
230	PaschenMilhouse	DB Gen Conditions	53,489.00		53,489.00	95	13,372.25	37,442.30	50,814.55	5,081.46	12,035.03	33,698.07	7,755.91
240	PaschenMilhouse	DB GenRequirement	12,307.50		12,307.50	95	-	11,692.13	11,692.13	1,169.21	-	10,522.91	1,784.59
240	PaschenMilhouse	Bond	3,214.00		3,214.00	100	3,214.00	-	3,214.00	321.40	2,892.60	-	321.40
250	PaschenMilhouse	Insurance	4,582.07		4,582.07	100	-	4,582.07	4,582.07	458.21	-	4,123.86	458.21
260	PaschenMilhouse	DB Overhead / Fee	37,017.00		37,017.00	95	8,443.67	26,722.48	35,166.15	3,516.62	7,599.30	24,050.24	5,367.47
265	PaschenMilhouse	Mobilization			-		-	-	-	-	-	-	-
								-	-	-	-	-	-
								-	-	-	-	-	-
								-	-	-	-	-	-
								-	-	-	-	-	-
								-	-	-	-	-	-
TOTAL page1			482,487.00	-	482,487.00		83,638.27	312,401.07	396,039.34	35,553.93	77,152.28	283,333.12	122,001.60

## PUBLIC BUILDING COMMISSION OF CHICAGO

JOHNSON ELEM SCHL

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

AMOUNT OF ORIGINAL CONTRACT	\$482,487.00	TOTAL AMOUNT REQUESTED	\$396,039.34
EXTRAS TO CONTRACT	\$0.00	LESS 10% RETAINED	\$35,553.93
TOTAL CONTRACT AND EXTRA	\$482,487.00	NET AMOUNT EARNED	\$360,485.40
CREDITS TO CONTRACT	\$0.00	AMOUNT OF PREVIOUS PAYMENTS	\$77,152.28
ADJUSTED CONTRACT PRICE	\$482,487.00	AMOUNT DUE THIS PAYMENT	\$283,333.12
		BALANCE TO COMPLETE	\$122,001.60

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

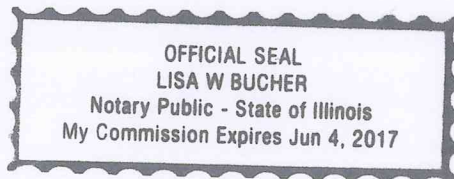
Title: Authorized Agent

Subscribed and sworn to before me this 21st day of August, 2013.



Notary Public

My Commission expires: 6-4-17





# WAIVER OF LIEN TO DATE

STATE OF ILLINOIS  
COUNTY OF COOK

SS.

Gty # \_\_\_\_\_  
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 JOHNSON ELEM SCHL  
of which PUBLIC BUILDING COMMISSION OF CHICAGO is the owner.

The undersigned, for and in consideration of TWO HUNDRED EIGHTY THREE THOUSAND THREE HUNDRED THIRTY THREE THOUSAND AND 12/100  
(\$ 283,333.12 ) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all  
lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the  
improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due  
from the owner, on account of labor services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises.

Given under MY hand SIGNED and sealed ON  
this 21st day of August, 2013

Signature and Seal:

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

## CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS  
COUNTY OF COOK

SS.

TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he is Charles Freiheit, Authorized Agent  
of the PASCHEN/MILHOUSE, JV  
who is the contractor for the General construction work on the  
building located at JOHNSON ELEM SCHL  
owned by PUBLIC BUILDING COMMISSION OF CHICAGO

That the total amount of the contract including extras is \$482,487.00 of which he has received payment of \$ 77,152.28  
prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity  
waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts  
for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and the items mentioned  
include all labor and material required to complete said work according to plans and specifications:

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
PASCHEN/MILHOUSE, JV	General construction	\$482,487.00	77,152.28	283,333.12	\$122,001.60
					\$ -
					\$ -
					\$ -
TOTAL LABOR AND MATERIAL TO COMPLETE		\$ 482,487.00	77,152.28	283,333.12	\$ 122,001.60

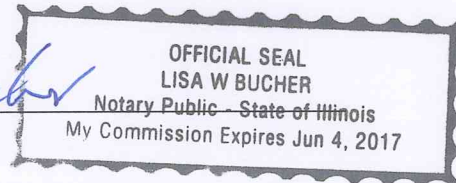
That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other  
work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this 21st day of August, 2013

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

Subscribed and sworn to before me this 22nd day of Aug, 2013

Notary Public





## PUBLIC BUILDING COMMISSION OF CHICAGO

## EXHIBIT B

## CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT (1 of 1)

Project Name	School Investment Program	CONTRACTOR	PASCHEN/MILHOUSE, JV	Date	8/21/2013
PBC Project #	6				
Job Location	LAWNDALE ELEM SCHL 18645				
Owner Public Building Commission Of Chicago		APPLICATION FOR PAYMENT		3	
STATE OF ILLINOIS ) SS COUNTY OF COOK ) The affiant, being first duly sworn on oath, deposes and says that he/she is Charles Freiheit, of Paschen/Milhouse, an Illinois corporation, and duly authorized to make this Affidavit in behalf of said corporation, and individually; that he/she is well acquainted with the facts herein set forth and that said corporation is the Contractor with the PUBLIC BUILDING COMMISSION OF CHICAGO, Owner, under Contract No. PS1968 dated the 8th day of July, 2013, for the following project:  LAWNDALE ELEM SCHL  that the following statements are made for the purpose of procuring a partial payment of  1,382,457.19  That the work for which payment is requested has been completed, free and clear of any and all claims, liens, charges, and expenses of any kind or nature whatsoever, and in full compliance with the contract documents and the requirements of said Owner under them. That for the purposes of said contract, the following persons have been contracted with, and have furnished or prepared materials, equipment, supplies, and services for, and having done labor on said improvement. That the respective amounts set forth opposite their names is the full amount of money due and to become due to each of them respectively. That this statement is a full, true, and complete statement of all such persons and of the full amount now due and the amount heretofore paid to each of them for such labor, materials, equipment, supplies, and services, furnished or prepared by each of them to or on account of said work, as stated:					

ITEM #	Subcontractor Name & Address	Type of Work	Original contract amount	Change Orders	Adjusted Contract Amt	-----Work Completed-----				retainage	net previous billing	net amount due	remaining to bill
						% Complete	Previous	Current	Total to date				
<b>Design Phase</b>													
10	Ilekis	design phase-fee	101,500.00		101,500.00	95	55,340.01	41,684.99	97,025.00		55,340.01	41,684.99	4,475.00
20	Ilekis	design phase-reimburs	1,750.00		1,750.00	100		1,750.00	1,750.00	175.00		1,575.00	175.00
<b>Cost of Construction</b>													
30	To Be Let	Selective Demolition	17,000.00	(17,000.00)	-	100		-	-	-	-	-	-
35	Omega	Environmental	311,970.00		311,970.00	100	62,380.00	249,590.00	311,970.00	31,197.00	56,142.00	224,631.00	31,197.00
40	To Be Let	Building Concrete	8,700.00	(8,700.00)	-	100	-	-	-	-	-	-	-
50	MBB Enterprises	Unit Masonry	131,465.00	(5,500.00)	125,965.00	100	46,012.75	79,952.25	125,965.00	12,596.50	41,411.48	71,957.02	12,596.50
60	Great Lakes Stair and Steel	Structural Steel	8,592.00	(1,800.00)	6,792.00	100	-	6,792.00	6,792.00	679.20	-	6,112.80	679.20
70	Crossroad Construction	Metal Fabrications	8,000.00	(500.00)	7,500.00	100	-	7,500.00	7,500.00	750.00	-	6,750.00	750.00
80	Denk & Roche	Rough Carpentry	21,000.00	14,991.00	35,991.00	50	-	17,995.50	17,995.50	1,799.55	-	16,195.95	19,795.05
90	M Cannon Roofing	Membrane Roofing	98,450.00		98,450.00	100	-	98,450.00	98,450.00	9,845.00	-	88,605.00	9,845.00
95	To Be Let	Roofing Consultant	15,580.00		15,580.00	0	-	-	-	-	-	-	15,580.00
100	LaForce	Doors, Frames, HDW-Sup	12,009.00	51,100.00	63,109.00	20	7,350.00	5,271.80	12,621.80	1,262.18	6,615.00	4,744.62	51,749.38
110	MJ Connelly	Windows	1,000.00	2,000.00	3,000.00	100	-	3,000.00	3,000.00	300.00	-	2,700.00	300.00
120	Ashlaur	Tile	750.00		750.00	100	-	750.00	750.00	75.00	-	675.00	75.00
130	Ashlaur	Flooring	38,950.00		38,950.00	100	19,850.00	19,100.00	38,950.00	3,895.00	17,865.00	17,190.00	3,895.00
135	Garth Construction Services	Terrazzo Patch	30,000.00	(28,500.00)	1,500.00	100	-	1,500.00	1,500.00	150.00	-	1,350.00	150.00
140	Oosterbaan	Painting	390,000.00		390,000.00	100	136,500.00	253,500.00	390,000.00	39,000.00	122,850.00	228,150.00	39,000.00
145	To Be Let	Plaster Patch	12,500.00	(12,500.00)	-	100	-	-	-	-	-	-	-
150	C & G Construction Supply	Visual Display	10,783.00		10,783.00	100	10,783.00	-	10,783.00	1,078.30	9,704.70	-	1,078.30
160	Trimark Marlin	Food Service Equip	7,200.00	(582.00)	6,618.00	100	-	6,618.00	6,618.00	661.80	-	5,956.20	661.80
170	Evergreen	Window Treatments	4,100.00		4,100.00	75	-	3,075.00	3,075.00	307.50	-	2,767.50	1,332.50
180	B Bruce Plumbing	Plumbing	65,783.00	31,863.09	117,646.09	100	-	117,646.09	117,646.09	11,764.61	-	105,881.48	11,764.61
190	ACCH	HVAC	38,362.00	(10,112.00)	28,250.00	75	-	21,170.00	21,170.00	2,117.00	-	19,053.00	9,197.00
210	Block Electric	Electrical	418,500.00		418,500.00	100	88,687.50	329,812.50	418,500.00	41,850.00	79,818.75	296,831.25	41,850.00
215	To Be Let	Computer Lab - Allowance	21,403.29	(21,403.29)	-	100	-	-	-	-	-	-	-
220	PaschenMilhouse	DB Contingency	56,598.00	6,643.20	63,241.20		-	-	-	-	-	-	63,241.20
250	PaschenMilhouse	DB Gen Conditions	116,014.00		116,014.00	95	-	110,231.30	110,231.30	11,023.13		99,208.17	16,805.83
260	PaschenMilhouse	DB Gen Requirements	32,595.50		32,595.50	95	30,253.50	712.22	30,965.73	3,096.57	27,228.15	641.00	4,726.35
270	PaschenMilhouse	Bond	10,280.00		10,280.00	100	10,280.00	-	10,280.00	1,028.00	9,252.00	-	1,028.00
280	PaschenMilhouse	Insurance	14,930.21		14,930.21	100	-	14,930.21	14,930.21	1,493.02	-	13,437.19	1,493.02
290	PaschenMilhouse	DB Overhead / Fee	172,236.00		172,236.00	95	23,224.18	140,400.02	163,624.20	16,362.42	20,901.76	126,360.02	24,974.22
295	PaschenMilhouse	Mobilization			-		-	-	-	-	-	-	-
TOTAL page1													
			2,198,001.00	-	2,198,001.00		490,660.94	1,531,431.88	2,022,092.82	192,506.78	447,128.65	1,382,457.19	368,414.96

## PUBLIC BUILDING COMMISSION OF CHICAGO

## LAWNDALE ELEM SCHL

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


AMOUNT OF ORIGINAL CONTRACT	\$ 2,198,001.00	TOTAL AMOUNT REQUESTED	\$ 2,022,092.82
EXTRAS TO CONTRACT	\$ -	LESS 10% RETAINED	\$ 192,506.78
TOTAL CONTRACT AND EXTRA	\$ 2,198,001.00	NET AMOUNT EARNED	\$ 1,829,586.04
CREDITS TO CONTRACT	\$ -	AMOUNT OF PREVIOUS PAYMENTS	\$ 447,128.85
ADJUSTED CONTRACT PRICE	\$ 2,198,001.00	AMOUNT DUE THIS PAYMENT	\$ 1,382,457.19
		BALANCE TO COMPLETE	\$ 368,414.96

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 Authorized Agent

Subscribed and sworn to before me this 21st day of August, 2013.

  
Notary Public

My Commission expires: 6-4-17

OFFICIAL SEAL  
LISA W BUCHER  
Notary Public - State of Illinois  
My Commission Expires Jun 4, 2017



# WAIVER OF LIEN TO DATE


STATE OF ILLINOIS }  
COUNTY OF COOK } SS.

Gty # \_\_\_\_\_  
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 LAWNDALE ELEM SCHL  
of which PUBLIC BUILDING COMMISSION OF CHICAGO is the owner.

The undersigned, for and in consideration of ONE MILLION THREE HUNDRED EIGHTY TWO THOUSAND FOUR HUNDRED FIFTY SEVEN AND 19/100  
(\$ 1,382,457.19 ) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all  
lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the  
improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due  
from the owner, on account of labor services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises.

Given under MY hand SIGNED and sealed ON  
this 21st day of August 2013  
Signature and Seal: 

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

## CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS }  
COUNTY OF COOK } SS.


TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he is Charles Freiheit, Authorized Agent  
of the PASCHEN/MILHOUSE, JV  
who is the contractor for the General Construction work on the  
building located at LAWNDALE ELEM SCHL  
owned by PUBLIC BUILDING COMMISSION OF CHICAGO

That the total amount of the contract including extras is \$2,198,001.00 of which he has received payment of \$ 447,128.85  
prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity  
waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts  
for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and the items mentioned  
include all labor and material required to complete said work according to plans and specifications:

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
PASCHEN/MILHOUSE, JV	General Construction	\$2,198,001.00	447,128.85	1,382,457.19	\$368,414.96
					\$ -
					\$ -
					\$ -
TOTAL LABOR AND MATERIAL TO COMPLETE		\$ 2,198,001.00	447,128.85	1,382,457.19	\$ 368,414.96

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

Signed this 21st day of August 2013  
Signature:   
Subscribed and sworn to before me this 22nd day of August 2013

Notary Public

OFFICIAL SEAL  
LISA W BUCHER  
Notary Public - State of Illinois  
My Commission Expires Jun 4, 2017



## PUBLIC BUILDING COMMISSION OF CHICAGO

## EXHIBIT B

## CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT (1 of 7)

Project Name	School Investment Program	CONTRACTOR	PASCHENMILHOUSE, JV	Date	8/21/2013								
PBC Project #	6												
Job Location	SUMNER ELEM 18520												
Owner	Public Building Commission Of Chicago												
		APPLICATION FOR PAYMENT 3											
STATE OF ILLINOIS ) SS COUNTY OF Cook ) The affiant, being first duly sworn on oath, deposes and says that he/she is Charles Freiheit, of Paschen/Milhouse, an Illinois corporation, and duly authorized to make this Affidavit in behalf of said corporation, and individually, that he/she is well acquainted with the facts herein set forth and that said corporation is the Contractor with the PUBLIC BUILDING COMMISSION OF CHICAGO, Owner, under Contract No. PS1968 dated the 8th day of July, 2013, for the following project:  SUMNER ELEM SCHL  that the following statements are made for the purpose of procuring a partial payment of  1,368,224.11  That the work for which payment is requested has been completed, free and clear of any and all claims, liens, charges, and expenses of any kind or nature whatsoever, and in full compliance with the contract documents and the requirements of said Owner under them. That for the purposes of said contract, the following persons have been contracted with, and have furnished or prepared materials, equipment, supplies, and services for, and having done labor on said improvement. That the respective amounts set forth opposite their names is the full amount of money due and to become due to each of them respectively. That this statement is a full, true, and complete statement of all such persons and of the full amount now due and the amount heretofore paid to each of them for such labor, materials, equipment, supplies, and services, furnished or prepared by each of them to or on account of said work, as stated:													
-----Work Completed-----													
ITEM #	Subcontractor Name & Address	Type of Work	Original contract amount	Change Orders	Adjusted Contract Amt	% Complete	Previous	Current	Total to date	retainage	net previous billing	net amount due	remaining to bill
Design Phase													
10	SWWB	design phase-fee	208,154.56		208,154.56	100	184,631.03	23,523.53	208,154.56		184,631.03	23,523.53	-
20	SWWB	design phase-reimburse	97,629.53		97,629.53	96		94,171.53	94,171.53	9,417.15	-	84,754.38	12,875.15
Cost of Construction													
30	Valor	Selective Demo	29,800.00		29,800.00	100	20,000.00	9,800.00	29,800.00	2,980.00	18,000.00	8,820.00	2,980.00
35	Valor	Environmental	149,450.00		149,450.00	100	119,560.00	29,890.00	149,450.00	14,945.00	107,604.00	26,901.00	14,945.00
40	TBD	Landscaping	2,500.00	(2,500.00)	-	0		-	-	-	-	-	-
50	TBD	Building Concrete	10,000.00		10,000.00	0		-	-	-	-	-	10,000.00
60	MBB Enterprises	Unit Masonry	75,000.00	35,306.00	110,306.00	100		110,306.00	110,306.00	11,030.60	-	99,275.40	11,030.60
70	TBD	Structural Steel	21,000.00		21,000.00	0		-	-	-	-	-	21,000.00
80	Denk & Roche	Rough Carpentry	65,163.00	(5,163.00)	60,000.00	100		60,000.00	60,000.00	6,000.00	-	54,000.00	6,000.00
90	Ashlaur	Finish Carpentry	38,450.00	-	38,450.00	100		38,450.00	38,450.00	3,845.00	-	34,605.00	3,845.00
100	Bofo	Joint Sealants	2,400.00	(1,300.00)	1,100.00	100		1,100.00	1,100.00	110.00	-	990.00	110.00
110	LaForce	Doors, Frames, HDW-Sup	69,500.00	(39,366.00)	30,134.00	100		30,134.00	30,134.00	3,013.40	-	27,120.60	3,013.40
120	MJ Connelly	Glazing	10,000.00	(8,750.00)	1,250.00	100		1,250.00	1,250.00	125.00	-	1,125.00	125.00
130	Garth Construction Sev	Tile	20,000.00	5,240.05	25,240.05	100		25,240.05	25,240.05	2,524.01	-	22,716.05	2,524.01
140	Mr. David	VCT Flooring	33,000.00	(625.00)	32,375.00	100		32,375.00	32,375.00	3,237.50	-	29,137.50	3,237.50
150	LD Flooring	Wood Flooring	15,000.00	(10,600.00)	4,400.00	100		4,400.00	4,400.00	440.00	-	3,960.00	440.00
160	UBM	Painting	200,000.00	(68,120.00)	131,880.00	100		131,880.00	131,880.00	13,188.00	-	118,692.00	13,188.00
170	FHP	Plaster Patch	17,980.00		17,980.00	100		17,980.00	17,980.00	1,798.00	-	16,182.00	1,798.00
180	C & G Construction Supply	Visual Display	25,619.00		25,619.00	100	25,619.00	-	25,619.00	2,561.90	23,057.10	-	2,561.90
190	Commerical Specialite	Toilet Partitions	21,950.00		21,950.00	100	-	21,950.00	21,950.00	2,195.00	-	19,755.00	2,195.00
200	ACS	Identifying Devices	9,500.00	(2,500.00)	7,000.00	100	-	7,000.00	7,000.00	700.00	-	6,300.00	700.00
210	FHP	Install Signage	10,000.00	-	10,000.00	0		-	-	-	-	-	10,000.00
220	Evergreen	Window Treatments	4,000.00	(800.00)	3,200.00	75	-	2,400.00	2,400.00	240.00	-	2,160.00	1,040.00
230	TBD	Aud Seating	30,103.84		30,103.84		-	-	-	-	-	-	30,103.84
240	St John's Plumbing	Plumbing	330,000.00	(12,028.00)	317,972.00	95	50,000.00	252,073.40	302,073.40	30,207.34	45,000.00	226,866.06	46,105.94
250	ACCH	HVAC	75,000.00	(22,000.00)	53,000.00	0	-	-	-	-	-	-	53,000.00
260	FHP	Window A/C Units	12,500.00	-	12,500.00	100	-	12,500.00	12,500.00	1,250.00	-	11,250.00	1,250.00
270	Sharlen Elec	Electrical	417,435.00	(46,463.00)	370,972.00	100	50,000.00	320,972.00	370,972.00	37,097.20	45,000.00	288,874.80	37,097.20
280	PaschenMilhouse	DB Contingency	79,835.00	179,668.95	259,503.95		-	-	-	-	-	-	259,503.95
290	PaschenMilhouse	DB Gen Conditions	251,269.00		251,269.00	95	78,373.25	160,332.30	238,705.55	23,870.56	70,535.93	144,299.07	36,434.01
300	PaschenMilhouse	Gen Requirements	74,495.00		74,495.00	95	-	70,770.25	70,770.25	7,077.03	-	63,693.23	10,801.76
310	PaschenMilhouse	Bond	14,997.00		14,997.00	100	13,569.13	1,427.87	14,997.00	1,499.70	12,212.22	1,285.08	1,499.70
320	PaschenMilhouse	Insurance	24,255.07		24,255.07	100	-	24,255.07	24,255.07	2,425.51	-	21,829.56	2,425.51
330	PaschenMilhouse	DB Overhead/Fee	206,721.00		206,721.00	95	162,930.65	33,454.30	196,384.95	19,638.50	146,637.59	30,108.87	29,974.55
340	PaschenMilhouse	Mobilization	-		-		-	-	-	-	-	-	-
TOTAL page1			2,652,707.00	-	2,652,707.00	83.77549	704,683.06	1,517,635.30	2,222,318.36	201,416.38	652,677.87	1,368,224.11	631,805.02

## PUBLIC BUILDING COMMISSION OF CHICAGO

## SUMNER ELEM SCHL

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


AMOUNT OF ORIGINAL CONTRACT	\$2,652,707.00	TOTAL AMOUNT REQUESTED	\$2,222,318.36
EXTRAS TO CONTRACT	\$0.00	LESS 10% RETAINED	\$201,416.38
TOTAL CONTRACT AND EXTRAS	\$2,652,707.00	NET AMOUNT EARNED	\$2,020,901.98
CREDITS TO CONTRACT	\$0.00	AMOUNT OF PREVIOUS PAYMENTS	\$652,677.87
ADJUSTED CONTRACT PRICE	\$2,652,707.00	AMOUNT DUE THIS PAYMENT	\$1,368,224.11
		BALANCE TO COMPLETE	\$653,839.82

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.

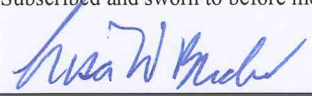
That the Waivers of Lien and submitted herewith by affiant and each of the aforesaid persons, are true, correct, and genuine; that each and every Waiver of Lien was delivered unconditionally; that there is no claim either legal or equitable to defeat the validity of any of said Waivers of Lien; that 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.

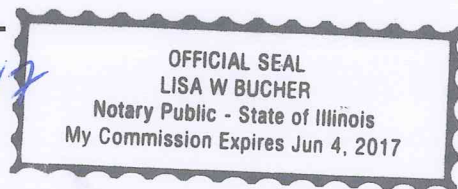
That said Contractor herein expressly affirms that should it at any time appear that any illegal or excess payments have been made to said Contractor by or on behalf of the PUBLIC BUILDING COMMISSION OF CHICAGO, the said Contractor will repay on demand to the PUBLIC BUILDING COMMISSION OF CHICAGO the 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: Authorized Agent**

Subscribed and sworn to before me this 21st day of August, 2013.

  
 Notary Public

My Commission expires: 6-4-17





# WAIVER OF LIEN TO DATE

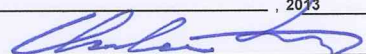
STATE OF ILLINOIS }  
COUNTY OF COOK } SS.

Gty # \_\_\_\_\_  
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 SUMNER ELEM SCHL  
of which PUBLIC BUILDING COMMISSION OF CHICAGO is the owner.

The undersigned, for and in consideration of ONE MILLION THREE HUNDRED SIXTY EIGHT THOUSAND TWO HUNDRED TWENTY FOUR AND 11/100  
(\$ 1,368,224.11 ) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all  
lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the  
improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due  
from the owner, on account of labor services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises.

Given under MY hand SIGNED and sealed ON  
this 21st day of August, 2013  
Signature and Seal: 

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

## CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS }  
COUNTY OF COOK } SS.


TO WHOM IT MAY CONCERN:

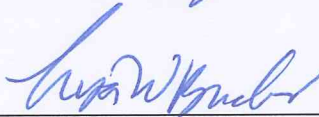
THE undersigned, being duly sworn, deposes and says that he is Charles Freiheit, Authorized Agent  
of the Paschen/Milhouse JV  
who is the contractor for the General Construction work on the  
building located at SUMNER ELEM SCHL  
owned by PUBLIC BUILDING COMMISSION OF CHICAGO

That the total amount of the contract including extras is \$2,652,707.00 of which he has received payment of \$ 652,677.87  
prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity  
waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts  
for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and the items mentioned  
include all labor and material required to complete said work according to plans and specifications:

NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Paschen/Milhouse JV	General Construction	\$2,652,707.00	652,677.87	1,368,224.11	\$631,805.02
					\$ -
					\$ -
					\$ -
TOTAL LABOR AND MATERIAL TO COMPLETE		\$ 2,652,707.00	652,677.87	1,368,224.11	\$ 631,805.02

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

Signed this 21ST day of August, 2013  
Signature:   
Subscribed and sworn to before me this 22nd day of August, 2013

  
Notary Public

