

# Public Building Commission of Chicago Contractor Payment Information

Project: Wildwood World Magnet School Annex

Contract Number: 1560

General Contractor: Paschen Millhouse Joint Venture III

Payment Application: #13

Amount Paid: \$573,362.40

Date of Payment to General Contractor: 9/29/14

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.

#### PUBLIC BUILDING COMMISSION OF CHICAGO EXHIBIT A CERTIFICATE OF ARCHITECT - ENGINEER

Date: September 2, 2015 Project: Wildwood World Magnet School Annex/Renovation PBC #: C1560 Monthly Estimate No.: Thirteen (13) For the Period: 8/1/2015 ťΩ 8/31/2015 To: Paschen/Milhouse JV III. In accordance with Resolution No.\_\_\_ \_\_\_\_\_, adopted by the Public Building Commission of Chicago on relating to the \$ Revenue Bonds 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: 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 2. 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/MILHOUSE JV III 5515 N. EAST RIVER ROAD, CHICAGO, IL 60656 Wildwood World Magnet School Annex/Renovation Is now entitled to the sum of: \$573,362.40 ORIGINAL CONTRACT PRICE -\$ 10,618,000.00 ADDITIONS -\$ **DEDUCTIONS -**\$ NET ADDITION OR DEDUCTION -\$ ADJUSTED CONTRACT PRICE -\$ 10,618,000.00 TOTAL AMOUNT EARNED \$10,004,286.99 TOTAL RETENTION 530,900.00 a) Reserve Withheld @ 5% of Total Amount Earned but Not to Exceed 10% of Contract Price \$ 530,900.00 b) Liens and Other Withholding c) Liquidated Damages Withheld TOTAL PAID TO DATE (Include This Payment): 9,473,386.99 LESS: AMOUNT PREVIOUSLY PAID: 8,900,024.59

573,362.40

AMOUNT DUE THIS PAYMENT:

#### PUBLIC BUILDING COMMISSION OF CHICAGO

# EXHIBIT B CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT (1 of 2)

PROJECT: Wildwood World Magnet School Annex/Renovation PBC #: C1550 JOB LOCATION: 6950 N. Hlawatha Ave, Chicago, IL 60656

CONTRACTOR: PASCHENMILHOUSE JV III
5515 N. EAST RIVER ROAD, CHICAGO, IL 60656

DATE:

9/2/2015

OWNER: PUBLIC BUILDING COMMISSION OF CHICAGO

Monthly Estimate No.: Thirteen (13)

For the Period: 8/1/2015

8/31/2015

STATE OF: ILLINOIS COUNTY OF: COOK

The Alliant, being first duly swern on eath, deposes and says that be/she is an authorized agent of Paschen/Milhouse IV III, an Illinois corporation, and duly authorized to make this Allidavit in behalf of said corporation, and individually, that he/she is well aquainted with the facts herein set forth and that said corporation is the Contractor with the Public Building Commission of Chicago, Owner, under Contract No. C1560 dated the 21st day of July, 2014, for the General Construction on the following project:

Wildwood World Magnet School Annex/Renovation PBC Contract No #C1580 Pasche

\*\*Contract No. C1560 Pasche\*\*

\*\*Contract No. C1560 Pasc

6950 N. Hiawatha Ave, Chicago, IL 60656

That the following statements are made for the purpose of procuring a partial payment of 573,362.40 under the terms of said contract, That, for the purpose of said Contract, the following persons have been contracted with, and have That this statement is a full, true, and complete statement of all such persons and of the full amount now due and the amount between the amount persons and of the full amount and strict. equipment, and services, furnished or prepared make 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 requirements of said Owner under them; at each of them for such fabor, materials, equipment, and services, furnished or prepared make the contract Document and the requirements of said Owner under them; and complete statement of all such persons and of the full amount now due and the amount beretofore paid each of them for such fabor, materials, equipment, and services, furnished or prepared by each of them to or on account <u>s</u>\_\_

TYPE OF WOR	RK SUBCONTRACOR NAME	2 T ORIGINAL	3 CHANGE	4	5	. 6	7	8	9	10	11	12
		ORIGINAL CONTRACT	ORDERS	ADJUSTED CONTRACT	COMPLETE	PREVIOUS	WORK COMPLET	D TOTAL	RETAINAGE	LESS NET	NET DUE	BALANCE
		AMOUNT		TOTAL					TALL TABLE	PREVIOUS	I THIS	TO BECOME
Mechanical	A&H Mechanical, Inc.	\$1,445,000.00	\$0.00	\$1,445,000.0	0 99.569	\$1,404,737.1	5 \$33,842.85	\$1,438,580.00	\$72,250.00	\$1,332,487.1	PERIOD	DUE
Drywali	A&A Drywall & Taping Services	\$648,000.00	\$33,332.00	\$681,332.0	0 100.00%			\$681,332,00	1	1		\$78,670.
Windows	Alumital Corp	\$223,980.00	\$0.00	\$223,980.0	0 100.00%	Ţ		1	\$11,199.00	·	<del>                                     </del>	\$33,869.6
Visual Display Unit	Air Flow Architectural	\$27,600.00	\$0.00	\$27,600,0	0 100,00%			\$27,600,00	\$2,760.00		1	\$11,199.0
Visual Display Unit	s Architectural Fotures, Inc.	\$0.00	\$61,039.00	\$61,039.0		1	T	\$61,039.00		<del> </del>	1	\$2,760.0
Plumbing	B. Bruce Plumbing	\$720,000.00	\$19,161.00	T	1				\$6,103.90	1	†	\$6,103.9
Electrical	Block Electric Company	\$1,050,000.00	\$53,970.00			\$1,010,220,00		\$735,861.00 \$1,103,970,00	\$36,958.05			\$40,258.0
Waterproofing	Bolo Waterproofing Systems	\$23,200,00	\$0.00			\$10,450.00			\$55,198.50		\$139,573,50	\$55,198.5
Landscaping	Briar Patch Landscaping Svc	\$103,100,00	\$0,00	·		\$0.00		\$23,200.00	\$2,320.00		\$11,475,00	\$2,320.0
Flooring	C.E Korsgard Company	\$193,400.00	\$93,954.00			\$268,452,50	1	\$0,00	\$0.00	\$0.00		\$103,100.0
Roofing	Evergreen Specialities & Design	\$0.00	\$8,600.00	\$8,600.00		***************************************		\$285,184.00	\$28,518,40	\$241,607.25	\$15,058,35	\$30,688.4
Roofing	FE Rooftec Corp	\$237,000.00	\$1,651.00			\$7.310.00	1	\$8,600.00	00,02	\$6,579.00	\$2,021.00	\$0.0
Ornamental Fance	Fence Masters, Inc.	\$53,000,00	\$0.00	\$238,651.00 \$53,000,00		\$214,538.25		\$214,538.25	\$11,932.55	\$202,605,70	\$0.00	\$36,045.3
Aletals	Great Lakes West	\$169,000.00	\$0.00			\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$53,900.0
CIP Concrete	Hugh Henry Construction	\$716,500.00		\$169,000.00	1	\$152,685.40		\$169,000.00	\$16,900.00	\$137,416.85	\$14,683,14	\$16,900.0
Carpentry	JADE Carpentry	\$228,500.00	\$28,163.00	\$688,337,00		\$604,953.72	1	\$604,953.72	\$895,37	\$604,058.35	\$0.00	\$84,278.6
Excavation	JEM Site Development, Inc.		\$27,054.00	\$255,554,00		\$208,203.00	\$47,037.00	\$255,240.00	\$12,777.70	\$196,615.40	\$45,846.90	\$13,091.76
Waste Compactors	J-Mec	\$390,000.00	\$23,504.00	\$413,504,00	1	\$256,504.00	\$152,000.00	\$408,504.00	\$40,850,40	\$230,853,60	\$136,800.00	\$45,850.40
Acoustical Colona	Just Rite Acoustics	\$29,718.00	-\$2,367.00	\$27,351.00		\$0.00	\$27,351.00	\$27,351.00	\$2,735,10	\$0.00	\$24,615,90	\$2,735.10
ockers		\$72,500.00	\$908.00	\$73,408,00		\$73,408.00	\$0.00	\$73,408.00	\$7,340.80	\$66,067,20	\$0.00	\$7,340.80
	Lyon Workspace Products	\$0.00	\$40,285.00	\$40,285,00	98,88%	\$39,835.00	\$0.00	\$39,835.00	\$3,983.50	\$35,851.50	\$0,00	\$4,433.50
ine Protection	Metropolitan Fire Protection	\$121,250,00	\$0,00	\$121,250.00	100.00%	\$105,026.00	\$15,224.00	\$121,250.00	\$12,125.00	\$95,423.40	\$13,701,60	\$12,125.00
Demolition	Midway Contracting Group	\$30,800.00	\$8,343.00	\$39,143,00	100,00%	\$39,143.00	\$0.00	\$39,143.00	\$3,914,30	\$35,228.70	\$0.00	\$3,914.30
emp Fence	National Fence	\$21,190,00	\$3,544.00	\$24,734.00	95,43%	\$23,603.40	\$0.00	\$23,603.40	\$2,360.34	\$21,243.06	\$0.00	\$3,490.94
ite.	Partition Specialists	\$0.00	\$15,500.00	\$15,500,00	100,00%	\$7,750,00	\$7,750.00	\$15,500.00	\$1,550,00	\$6,975.00	\$6,975,00	\$1,650.00
đo	QC Enterprises, Inc.	\$105,000,00	\$20,064.00	\$125,064,00	100.00%	\$105,000.00	\$20,064.00	\$125,064.00	\$6,253.20	\$94,500.00	\$24,310.80	\$6,253.20
Staveying	Sanchez & Assoicates, P.C.	\$15,918.00	\$2,176.00	\$18,094.00	100.00%	\$18,094.00	\$0.00	\$18,094.00	\$0.00	\$15,284.60	\$1,809.40	\$0.00
Counters	Sprovieri's Custom Counters	\$135,000.00	-\$9,039.00	\$125,961,00	100.00%	\$114,457.40	\$1,503.60	\$125,961.00	\$12,596,10	\$103,011,66	\$10,353,24	\$12,595.10
arth Retention	Stalworth	\$41,638.00	\$0.00	\$41,638.00	100,00%	\$41,638.00	\$0.00	\$41,638.00	\$0.00	\$41,638.00	\$0.00	\$12,596.10
levalor	Thyssen Krupp Elevetor	\$117,000.00	\$0.00	\$117,000.00	100.00%	\$117,000.00	\$0.00	\$117,000.00	\$0.00	\$117,000.00	\$0.00	
ainting	Uptown Decorating Corp	\$90,000.00	\$2,450.00	\$92,450.00	100.00%	\$66,600.00	\$25,850,00	\$92,450,00	\$4,622.50	\$59,940.00	\$27,887.50	\$0.00
leot	Waukegan Steel, LLC	\$699,000.00	\$25,189.00	\$724,189.00	100.00%	\$720,015.00	\$4,174.00	\$724,189.00	\$36,100.75	\$683,914.25		\$4,622.50
asonry	WBF Construction, Inc.	\$649,000.00	-\$1,906,00	\$647,094.00	100,00%	\$647,094.00	\$0.00	\$647,094,00	\$32,354,70	\$614,739,30	\$4,174.00	\$36,100.75
pray Fireproofing	Wilkin Insulation Company	\$59,500.00	-\$11,300.00	\$48,200.00	97.18%	\$46,840.00	\$0.00	\$46,840.00			\$0.00	\$32,354,70
							- 30.00	340,040.00	\$4,684.00	\$42,156.00	\$0.00	\$6,044.00
						tankinya in						
	Subtotal Subcontractor Costs	\$8,415,794.00	\$387,949.00	\$8,803,743.00	96.78%	\$7,930,221.82	\$589,780.55	\$8,520,002,37	\$463,153.76	\$7,400,612.18	\$656,236,43	\$746,894,40
	General Conditions/Contractors											
	OH&P	\$1,537,206.00	-\$251,631.46	\$1,285,574.54	98.73%	\$1,285,702.77	-\$16,418,15	\$1,269,284.62	CE7 740 04			***************************************
	Bond/Insurance	\$135,000.00	\$0.00	\$135,000,00	100,00%	\$135,000.00	\$0.00		\$57,746.24	\$1,284,412,41	-\$82,874.03	\$84,036.16
	Mobilization	\$80,000,00	\$0.00	\$80,000,00	100.00%	\$80,000,00		\$135,000.00	\$0.00	\$135,000,00	\$0.00	\$0.00
	Construction Contingency	\$300,000.00	-\$86,317.54	\$213,682,46	0.00%	\$0.00	\$0.00	\$80,000.00	\$0.00	\$80,000.00	\$0.00	\$0.00
	Allowances	\$150,000,00	-\$50,000.00	\$100,000.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0,00	\$0,00	\$213,682.46
				0100,000,001	0.00%	30.00	\$0.00	00.02	\$0.00	\$0.00	\$0.00	\$100,000.00
	Subtotal General Conditions,	19.15.4 (19.54.4)		Lyangayayay	4,500,400	4.3 4) 4.5 5 5 4 4 5 5 6 5 6 5 6 5 6 5 6 5 6 5 6	Stage teteral		V 45 47 4 2 4 4 7 4 7 4 7 4 7 4 7 4 7 4 7 4	\$0.08		
	Contingency, Allowances, OH&P	\$2,202,206.00	-\$387,949.00	\$1,814,257.00	81.81%							
			2207,049.00	91,014,231,00	01,01%	\$1,500,702.77	-\$16,418.15	\$1,484,284.62	\$67,746.24	\$1,499,412.41	-\$82,874.03	\$397,718.62
	Total Base Agreement	\$10,618,000.00	\$0.00	*10.612.000								
	1	- 12,0 ,0,00,00,00]	30.00	\$10,618,000.00	94.22%	\$9,430,924.59	\$573,382.40	\$10,004,286,99	\$630,900.00	\$8,900,024.59	\$573,362.40	\$1,144,613,01

#### PUBLIC BUILDING COMMISSION OF CHICAGO

# EXHIBIT B CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT (2 of 2)

		\$10,618,000.00	Amount of Original Contract
\$10,004,286.99	Work Completed to Date		Extras to Contract
\$530,900.00	Total Retained	75.00	
\$9,473,386.99	Net Amount Earned	\$ 10,618,000.00	Total Contract and Extras
	Previously Paid	\$0.00	Credits to Contract
\$8,900,024.59	The state of the s	\$10,618,000.00	Adjusted Total Contract
\$573,362.40	Net Amount Due this Payment		

These provision should not be construed as conferring any right hereunder for the benefit of Subcontractors, suppliers, workers or employees, nor as enlarging or altering the application or effect of exiting

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 for 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 materials 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 for 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 liens 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 attorneys fee.

Subscribed and sworn before me this

My Commission Expires: 6 18

OFFICIAL SEAL
KRISTINA L ERDMANN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:06/08/18

## PUBLIC BUILDING COMMISSION OF CHICAGO

#### EXHIBIT C

### CONTRACTOR'S WAIVER OF LIEN FOR PARTIAL PAYMENT

State of Illinois County of Cook

TO WHOM IT MAY CONCERN:

WHEREAS, PASCHEN/MILHOUSE, JV III, an Illinois corporation, has been employed by the COMMISSION OF CHICAGO, as Owner, under Contract No. C1560 dated the 21st day of the new construction/renovations;

PUBLIC BUILDING July, 2014, for

Wildwood World Magnet School Annex/Renovation PBC Contract No #C1560 Paschen/Milhouse Job #2458 6950 N. Hiawatha Ave, Chicago, IL 60656

That the undersigned, for and in consideration of a partial payment of

\$573,362.40

Five Hundred Seventy Three Thousand Three Hundred Sixty Two and 40/100

on the adjusted contract price of

\$10,618,000.00

and other good and valuable considerations, the receipt whereof is hereby acknowledged, the undersigned does hereby waive and release any and all lien, or claim, or right of lien under the Statutes of the State of Illinois relating to Mechanics' Lien, on account of labor or materials, or both, furnished by the undersigned to the extent of that part of the aforesaid work for which partial payment is requested.

IN WITNESS WHEREOF, the undersigned has caused its corporate seal to be hereunto affixed and these presents to be signed by its Vice President and attested by its Office Manager on this day of September, 2015 pursuant to authority given by the President of said Corporation.

ATTEST:

OFFICIAL SEAL
KRISTINA L ERDMANN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:06/08/18

By:

**Matt Moss** 

mutto W. Mon

Title

Project Executive