



Public Building Commission of Chicago Contractor Payment Information

Project: Peck Elementary School Renovation

Contract Number: 1536

General Contractor: F.H. Paschen, S.N. Nielsen & Associates, LLC

Payment Application: #4

Amount Paid: \$1,248,777.43

Date of Payment to General Contractor: 8/31/12

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 to 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.

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PUBLIC BUILDING COMMISSION OF CHICAGO

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

PROJECT: PECK ELEMENTARY SCHOOL RENOVATION
 PEC # 1536
 JOB LOCATION: 3826 WEST 58TH STREET
 CHICAGO, IL 60629

OWNER: PUBLIC BUILDING COMMISSION OF CHICAGO

STATE OF: ILLINOIS
 COUNTY OF: COOK

CONTRACTOR: F.H. PASCHEN, S.N. NIELSEN & ASSOCIATES LLC.

5315 N. EAST RIVER ROAD, CHICAGO, IL 60656

DATE: 7/24/2012

Monthly Estimate No.: 004

For the Period: 5/1/12 to 6/30/12

The Affiant, Chuck Frutkin, being first duly sworn on oath, deposes and says that he/she is Vice President of F.H. Paschen, S.N. Nielsen & Associates LLC, 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. 1536 dated the 28th day of December 2011, for the General Construction on the following project:

PECK ELEMENTARY SCHOOL RENOVATION
 3826 WEST 58TH STREET
 CHICAGO, IL 60629

That the following statements are made for the purpose of procuring a partial payment of \$1,248,777.43 under the terms of said contract. That, for the purpose of said Contract, the following persons have been contracted with, and have furnished or prepared material, equipment, supplies and services for, and have done labor on said improvement: That, the respective amounts set forth opposite their names in the full amount of money due and to become due to each of them respectively:

That the work for which payment has been requested has been completed, free and clear of any and all claims, liens, charges and expenses of any kind whatsoever and in full compliance with the Contract Document and the requirements of said Owner under them.

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 each of them for such labor, materials, equipment, and services, furnished or prepared by each of them to or on account of said work, as stated:

| CSI DESIGNATION AND TYPE OF WORK | SUBCONTRACTOR NAME and ADDRESS | ORIGINAL CONTRACT AMOUNT | CHANGE ORDERS | ADJUSTED CONTRACT TOTAL | % COMPLETE | PREVIOUS | WORK COMPLETED - CURRENT | TOTAL | RETAINAGE | LESS NET PREVIOUS | NET DUE THIS PERIOD | BALANCE TO BECOME DUE |
|----------------------------------|---|--------------------------|---------------|-------------------------|------------|------------|--------------------------|------------|-----------|-------------------|---------------------|-----------------------|
| Roofing | 1001 Fargo Elk Grove Village, IL 60007 | 121,000.00 | 0.00 | 121,000.00 | 0.00% | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 121,000.00 |
| 1.0431-1.0434 | ACS Susco 3649 W. Chase Ave Skokie, IL 60076 | 16,300.00 | 0.00 | 16,300.00 | 0.00% | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 16,300.00 |
| 08960 & 03804 | American Concrete Restoration, Inc 115376 Jeans Rd Lemont, IL 60439 | 163,684.00 | 0.00 | 163,684.00 | 17.16% | 0.00 | 28,084.10 | 28,084.10 | 2,808.41 | 0.00 | 26,275.69 | 138,408.31 |
| 05120-05600 | American Steelworks 1985 Arson Dr. Strick, Steel & Metal Fabrication Melrose Park, IL 60160 | 152,000.00 | 0.00 | 152,000.00 | 23.49% | 9,375.00 | 26,394.00 | 36,709.00 | 3,670.90 | 8,437.50 | 22,700.80 | 119,861.90 |
| 02070-02135 | Abelment LLC 348 W. 195th Street Chenwood, IL 60425 | 381,000.00 | 15,825.00 | 396,825.00 | 72.76% | 185,765.00 | 103,120.00 | 288,885.00 | 28,888.50 | 167,188.50 | 92,808.00 | 138,828.50 |

| CSI DESIGNATION AND TYPE OF WORK | SUB-CONTRACTOR NAME and ADDRESS | ORIGINAL CONTRACT AMOUNT | CHANGE ORDERS | ADJUSTED CONTRACT TOTAL | % COMPLETE | PREVIOUS | WORK COMPLETED - CURRENT | TOTAL | RETAINAGE | LESS NET PREVIOUS | NET DUE THIS PERIOD | BALANCE TO BECOME DUE |
|----------------------------------|--|--------------------------|------------------|-------------------------|---------------|---------------------|--------------------------|---------------------|-------------------|---------------------|---------------------|-----------------------|
| 02300 - 02318 | Technica Environmental 18 W. 086 Jeans Road Lemont, IL 60488 | 90,000.00 | 0.00 | 90,000.00 | 6.89% | 0.00 | 6,200.00 | 6,200.00 | 620.00 | 0.00 | 5,580.00 | 84,420.00 |
| 13030 | The Huff Company 2001 Keller Ct Acoustic Medialer | 37,000.00 | 0.00 | 37,000.00 | 0.00% | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 37,000.00 |
| 14241 | Thyssen Krupp Elevator 355 Eisenhower Lane South Hydraulic Elevators Lombard, IL 60148 | 67,000.00 | 0.00 | 67,000.00 | 79.00% | 26,130.00 | 26,800.00 | 52,930.00 | 5,293.00 | 23,637.00 | 24,120.00 | 19,863.00 |
| 07210 & 07811 | Wilkin Insulation Company 501 W. Carboy Road Mt. Prospect, IL 60056 | 12,660.00 | 0.00 | 12,660.00 | 0.00% | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 12,660.00 |
| | Subtotal Subcontractor Costs | 2,263,578.00 | 15,925.00 | 2,279,503.00 | 42.93% | 2,379,195.00 | 1,475,166.10 | 3,554,361.10 | 365,436.11 | 2,411,275.50 | 1,057,649.46 | 5,080,578.01 |
| | General Conditions/Contractors OHP | 907,760.00 | 0.00 | 907,760.00 | 48.10% | 284,982.12 | 181,620.06 | 438,602.18 | 43,850.22 | 229,483.91 | 163,458.05 | 514,818.04 |
| 08300 - Concrete | FH Paschall, SN Nielsen & Assoc LLC | 96,602.00 | 0.00 | 96,602.00 | 31.83% | 0.00 | 30,744.32 | 30,744.32 | 3,074.43 | 0.00 | 27,669.89 | 68,932.11 |
| | Bond Insurance | 128,585.00 | 0.00 | 128,585.00 | 100.00% | 128,585.00 | 0.00 | 128,585.00 | 12,858.50 | 116,726.50 | 0.00 | 12,858.50 |
| | Modification | 53,435.00 | 0.00 | 53,435.00 | 100.00% | 53,435.00 | 0.00 | 53,435.00 | 5,343.50 | 48,091.50 | 0.00 | 5,343.50 |
| | Construction Contingency | 750,000.00 | -14,405.00 | 735,595.00 | 0.00% | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 735,595.00 |
| | Subs to Let | 189,080.00 | -1,520.00 | 187,560.00 | 0.00% | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 187,560.00 |
| | Allowances | 0.00 | 0.00 | 0.00 | #DIV/0! | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Allowances | 0.00 | 0.00 | 0.00 | #DIV/0! | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | Subtotal General Conditions Contingency, Allowances, OHP | 2,124,422.00 | -15,925.00 | 2,108,497.00 | 80.80% | 486,882.12 | 212,364.36 | 649,346.50 | 64,934.65 | 383,283.91 | 191,127.84 | 1,524,085.15 |
| | Total Base Agreement | 10,388,000.00 | 0.00 | 10,388,000.00 | 40.47% | 2,816,177.12 | 1,547,530.46 | 4,203,707.80 | 420,370.76 | 2,534,539.41 | 1,248,777.43 | 8,604,863.16 |

PUBLIC BUILDING COMMISSION OF CHICAGO

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

| | | | | | | | | | | | |
|-----------------------------|------------------|--|--|--|--|--|--|--|--|-----------------------------|-----------------|
| Amount of Original Contract | \$ 10,388,000.00 | | | | | | | | | Work Completed to Date | \$ 4,208,707.80 |
| Extras to Contract | \$ - | | | | | | | | | Total Retained | \$ 420,370.76 |
| Total Contract and Extras | \$ 10,388,000.00 | | | | | | | | | Net Amount Earned | \$ 3,788,336.84 |
| Credits to Contract | \$ - | | | | | | | | | Previously Paid | \$ 2,534,559.41 |
| Adjusted Total Contract | \$ 10,388,000.00 | | | | | | | | | Net Amount Due this Payment | \$ 1,248,777.43 |

These provisions 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 existing lien laws.

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 attorney's fee.

Signed: 
(to be signed by the President or Vice President)

Printed Name: Chuck Freilheit
Title Vice President

Subscribed and sworn before me this 24th day of July, 2012


Notary Public

My Commission Expires: 06/08/14

