



Public Building Commission of Chicago Contractor Payment Information

Project: Durkin Park Elementary School Linked Annex

Contract Number: 1540

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

Payment Application: #5

Amount Paid: \$751,101.75

Date of Payment to General Contractor: 10/2/12

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.

Follow this project on Twitter @PBCChi #Durkin

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

Date: **August 3, 2012**
Project: **DURKIN PARK ELEMENTARY SCHOOL LINKED ANNEX RENOVATIONS**
PBC #: **1540**

Monthly Estimate No.: 005
For the Period: 7/1/12 to 7/31/12

To: F.H. Paschen, S.N. Nielsen & Associates LLC.
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:
F.H. PASCHEN, S.N. NIELSEN & ASSOCIATES LLC.
5515 N. EAST RIVER ROAD, CHICAGO, IL 60656

DURKIN PARK ELEMENTARY SCHOOL LINKED ANNEX RENOVATIONS

Is now entitled to the sum of: \$ **751,101.75**

| | | |
|--|----|----------------------------|
| ORIGINAL CONTRACT PRICE - | \$ | 9,747,000.00 |
| ADDITIONS - | \$ | - |
| DEDUCTIONS - | \$ | - |
| NET ADDITION OR DEDUCTION - | \$ | - |
| ADJUSTED CONTRACT PRICE - | \$ | 9,747,000.00 |
| <hr/> | | |
| TOTAL AMOUNT EARNED | \$ | <u>2,640,463.19</u> |
| TOTAL RETENTION | \$ | <u>264,046.32</u> |
| a) Reserve Withheld @ 10% of Total Amount Earned but Not to Exceed 5% of Contract Price | \$ | 264,046.32 |
| b) Liens and Other Withholding | \$ | - |
| c) Liquidated Damages Withheld | \$ | - |
| TOTAL PAID TO DATE (Include This Payment): | \$ | <u>2,376,416.87</u> |
| LESS: AMOUNT PREVIOUSLY PAID: | \$ | <u>1,625,315.12</u> |
| AMOUNT DUE THIS PAYMENT: | \$ | <u>751,101.75</u> |

Eric Odderstol, PBC

| 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 |
|----------------------------------|---|--------------------------|------------------|-------------------------|---------------|---------------------------|-------------------|---------------------|-------------------|---------------------|---------------------|-----------------------|
| 09991 | R&B Acoustics & Specialty Ceiling | 31,500.00 | 0.00 | 31,500.00 | 0.00% | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 31,500.00 |
| Acoustical | 10201 Franklin Ave | | | | | | | | | | | |
| Wall Panels | Franklin Park, IL 60131 | | | | | | | | | | | |
| 11400 | TriMark Marlinn Company | 153,498.00 | 0.00 | 153,498.00 | 0.00% | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 153,498.00 |
| Food Svc Equip | 6100 W. 73rd Street, Ste 1 | | | | | | | | | | | |
| | Bedford Park, IL 60638 | | | | | | | | | | | |
| 12090 | The Huff Company | 110,000.00 | 0.00 | 110,000.00 | 7.27% | 0.00 | 8,000.00 | 8,000.00 | 800.00 | 0.00 | 7,200.00 | 102,800.00 |
| Sound Control | 28915 N. Herky Dr. Suite 109 | | | | | | | | | | | |
| Barriers | Lake Bluff, IL 60044 | | | | | | | | | | | |
| 02513 & 03300 | Tor Construction Co., Inc | 550,000.00 | 0.00 | 550,000.00 | 63.63% | 311,500.00 | 38,440.00 | 349,940.00 | 34,994.00 | 280,350.00 | 34,596.00 | 235,054.00 |
| CIP Concrete | 301 Sundown Rd | | | | | | | | | | | |
| Concrete Paving | South Elgin, IL 60177 | | | | | | | | | | | |
| 07210 | Wilkin Insulation Co. | 16,400.00 | 0.00 | 16,400.00 | 0.00% | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 16,400.00 |
| Spray Insulation | 501 W. Carboy Road | | | | | | | | | | | |
| | Mt. Prospect, IL 60056 | | | | | | | | | | | |
| | Subtotal Subcontractor Costs | 8,077,084.00 | 1,586.00 | 8,078,650.00 | 29.13% | 1,583,472.20 | 769,557.50 | 2,353,029.70 | 236,302.97 | 1,425,124.98 | 892,601.75 | 5,960,928.27 |
| | General Conditions/Contractors | 806,172.00 | -1,586.00 | 804,586.00 | 22.84% | 118,783.49 | 65,000.00 | 183,783.49 | 18,378.35 | 106,905.14 | 58,500.00 | 639,180.86 |
| | Mobilization | 50,000.00 | 0.00 | 50,000.00 | 100.00% | 50,000.00 | 0.00 | 50,000.00 | 5,000.00 | 45,000.00 | 0.00 | 5,000.00 |
| | Bond | 53,650.00 | 0.00 | 53,650.00 | 100.00% | 53,650.00 | 0.00 | 53,650.00 | 5,365.00 | 48,285.00 | 0.00 | 5,365.00 |
| | Construction Contingency | 300,000.00 | 0.00 | 300,000.00 | 0.00% | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 300,000.00 |
| | Allowances - Stewwork | 325,000.00 | 0.00 | 325,000.00 | 0.00% | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 325,000.00 |
| | Subs to Let | 135,114.00 | 0.00 | 135,114.00 | 0.00% | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 135,114.00 |
| | Subtotal General Conditions, Contingency, Allowances, OH&P | 1,669,936.00 | -1,586.00 | 1,668,350.00 | 17.23% | 222,433.49 | 65,000.00 | 287,433.49 | 29,743.35 | 200,190.14 | 58,500.00 | 1,409,659.86 |
| | Total Base Agreement | 9,747,000.00 | 0.00 | 9,747,000.00 | 27.09% | 1,805,905.69 | 834,557.50 | 2,640,463.19 | 264,046.32 | 1,625,315.12 | 751,101.75 | 7,370,583.13 |

PUBLIC BUILDING COMMISSION OF CHICAGO

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

| | | | | | | | | | | | |
|-----------------------------|-----------------|--|--|--|--|--|--|--|--|-----------------------------|-----------------|
| Amount of Original Contract | \$ 9,747,000.00 | | | | | | | | | Work Completed to Date | \$ 2,640,483.19 |
| Extras to Contract | \$ - | | | | | | | | | Total Retained | \$ 264,046.32 |
| Total Contract and Extras | \$ 9,747,000.00 | | | | | | | | | Net Amount Earned | \$ 2,376,416.87 |
| Credits to Contract | \$ - | | | | | | | | | Previously Paid | \$ 1,625,315.12 |
| Adjusted Total Contract | \$ 9,747,000.00 | | | | | | | | | Net Amount Due this Payment | \$ 751,101.75 |

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 abovesaid 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 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: [Signature]
(to be signed by the President or Vice President)

Printed Name: Chuck Frethet
Title: Vice President

Subscribed and sworn before me this 3rd
[Signature]
Notary Public
My Commission Expires: 08-14

day of August, 2012

