



## Public Building Commission of Chicago Contractor Payment Information

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.

Follow this project on Twitter @PBCChi #SIP

Project #4	4.01	6.04
Beidler	\$ 25,442.10	\$ 336,367.30
Brown	\$ 25,782.50	\$ 223,586.05
Cather	\$ 41,128.59	\$ 405,144.86
Chalmers	\$ 52,305.00	\$ 365,990.12
Crane	\$ 77,079.65	\$ 444,732.67
Faraday	\$ 44,189.14	\$ 331,463.79
Herbert	\$ 45,736.50	\$ 509,251.68
Jensen	\$ 52,583.60	\$ 744,082.85
Juarez	\$ 16,908.13	\$ 14,896.85
Otis	\$ 46,736.20	\$ 336,321.43
Smyth	\$ 38,993.32	\$ 302,414.72
SUM:	\$ 466,884.73	\$ 4,014,252.32

Project #4	June	July
Beidler	\$ 118,719.66	\$ 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

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

DATE: 7/17/2013

PROJECT: School Investment Program

**PROJECT #4**

Pay Application No.: 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 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).

<b>THE CONTRACTOR:</b> PASCHEN/MILHOUSE, JV		
<b>FOR:</b> PROJECT #4		
<b>Is now entitled to the sum of:</b> \$		<b>4,083,255.22</b>
		<b>4,083,255.22</b>
<b>ORIGINAL CONTRACTOR PRICE</b>	<u>12,075,587.32</u>	
<b>ADDITIONS</b>	<u>\$0.00</u>	
<b>DEDUCTIONS</b>	<u>\$0.00</u>	
<b>NET ADDITION OR DEDUCTION</b>	<u>\$0.00</u>	
<b>ADJUSTED CONTRACT PRICE</b>	<u>12,075,587.32</u>	
<b>TOTAL AMOUNT EARNED</b>		<b>5,144,072.82</b>
<b>TOTAL RETENTION</b>		<b>397,881.83</b>
a) Reserve Withheld @ 10% of Total Amount Earned, but Not to Exceed 5% of Contract Price	<u>\$ 397,881.83</u>	
b) Liens and Other Withholding	<u>\$ -</u>	
c) Liquidated Damages Withheld	<u>\$ -</u>	
<b>TOTAL PAID TO DATE (Include this Payment)</b>	<u>\$</u>	<b>4,746,190.79</b>
<b>LESS: AMOUNT PREVIOUSLY PAID</b>		<b>662,935.57</b>
<b>AMOUNT DUE THIS PAYMENT</b>	<u>\$</u>	<b>4,083,255.22</b>

PBC Project Manger

signature, date

## PUBLIC BUILDING COMMISSION OF CHICAGO

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

Date 7/17/2013

CONTRACTOR PASCHENMILHOUSE, JV

Project Name School Investment Program

PBC Project # 4

Job Location Beidler

16680

Owner Public Building Commission Of Chicago

APPLICATION FOR PAYMENT

2

STATE OF ILLINOIS ) SS

COUNTY OF )

The affiant, being first duly sworn on oath, deposes and says that he/she is \_\_\_\_\_ of \_\_\_\_\_ 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. \_\_\_\_\_ dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the following project:

Beidler

that the following statements are made for the purpose of procuring a partial payment of \$ \_\_\_\_\_ under the terms of said Contract;

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			Total to date	retainage	net previous billing	net amount due	remaining to bill
						% Complete	Previous	Current					
Design Phase													
10	Mode Architects	Design phase - fee	46,398.00		46,398.00		9,356.40	25,442.10	34,788.50		9,356.40	25,442.10	11,599.50
20	Mode Architects	Design phase - reimburs.	6,640.00		6,640.00		-	-	-		-	-	6,640.00
30	K Plus Environmental	Design phase - fee	3,300.00		3,300.00		-	3,300.00	3,300.00		-	3,300.00	-
Cost of Construction													
40	Sub to Let	Environmental	79,496.00		79,496.00		-	-	-	0	-	-	79,496.00
50	Sub to Let	Selective demo	1,000.00		1,000.00		-	-	-	0	-	-	1,000.00
60	SandSmith	Unit masonry	11,000.00		11,000.00		-	11,000.00	11,000.00		-	9,900.00	1,100.00
70	Great Lakes Steel	Metal fabrication	9,300.00		9,300.00		-	-	-		-	-	9,300.00
80	Dunk & Roche	Rough carpentry	24,733.00		24,733.00		-	7,705.90	7,705.90		-	6,935.31	17,787.69
90	Beto Waterproofing	Joint sealants	6,200.00		6,200.00		-	1,800.00	1,800.00		-	1,620.00	4,580.00
100	Precision Metals	Door/Frame/Hardware - S	1,715.00		1,715.00		-	-	-		-	-	1,715.00
110	Sub to Let	Door/Frame/Hardware - S	689.84		689.84		-	-	-		-	-	689.84
120	MJ Connelly	Windows	500.00		500.00		-	-	-		-	-	500.00
130	Ashtear Construction	VCT, carpet & base	5,960.00		5,960.00		-	-	-		-	-	5,960.00
140	Durango Painting	Painting	190,000.00		190,000.00		-	180,500.00	180,500.00		-	162,450.00	27,550.00
150	Sub to Let	Plaster Patching	8,770.00		8,770.00		-	-	-		-	-	8,770.00
160	C&G Construction	Visual display - Supply	20,633.00		20,633.00		-	20,633.00	20,633.00		-	18,569.70	2,063.30
170	Ashtear Construction	Visual Display - Install	30,136.00		30,136.00		-	30,136.00	30,136.00		-	27,122.40	3,013.60
180	Interior Concepts	Toilet & bath access - Sup	400.00		400.00		-	-	-		-	-	400.00
190	Evergreen Specialties	Window Treatments	3,670.00		3,670.00		-	-	-		-	-	3,670.00
200	B. Bruce	Plumbing	29,587.00		29,587.00		-	-	-		-	-	29,587.00
210	Aulunn Construction S/HVAC		12,900.00		12,900.00		-	-	-		-	-	12,900.00
220	Quantum Crossing LLC	Electrical	47,910.00		47,910.00		-	47,910.00	47,910.00		-	43,119.00	4,791.00
230							-	-	-		-	-	
240	Paschen Milhouse	DB Contingency	18,779.00		18,779.00		-	-	-		-	-	18,779.00
250	Paschen Milhouse	DB Overhead & Fee	51,667.00		51,667.00		14,084.77	13,815.41	27,900.18		1,381.54	12,433.67	25,146.36
260	Paschen Milhouse	DB General Conditions	48,437.15		48,437.15		14,084.77	12,071.29	26,156.06		1,207.13	10,864.16	23,486.22
270	Paschen Milhouse	DB General Requirements	29,026.00		29,026.00		-	-	-		-	-	29,026.00
280	Paschen Milhouse	Bond	3,224.00		3,224.00		-	3,224.00	3,224.00		-	2,901.60	322.40
290	Paschen Milhouse	Insurance	4,271.70		4,271.70		-	4,271.70	4,271.70		-	3,844.53	427.17
TOTAL page1													
										696,342.69	37,525.94	328,502.67	330,314.08

## PUBLIC BUILDING COMMISSION OF CHICAGO

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
TOTAL 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.

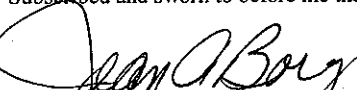
That said Contractor herein expressly affirms that should it at any time appear that any illegal or excess payments have been made to said Contractor by or on behalf of the PUBLIC BUILDING COMMISSION OF CHICAGO, the said Contractor will repay on demand to the PUBLIC BUILDING COMMISSION OF CHICAGO the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

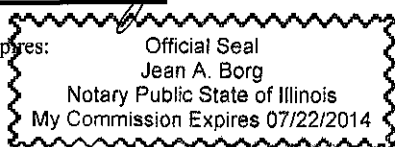
Title - Vice President

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



Notary Public

My Commission expires:



# 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 Beidler

of which PUBLIC BUILDING COMMISSION OF CHICAGO

is the owner.

The undersigned, for and in consideration of

(\$ 328,502.67 ) 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 17th day of July, 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 Frenkel

of the PASCHEN/MILHOUSE, JV

who is the contractor for the General Construction

work on the

building located at

Beidler

owned by PUBLIC BUILDING COMMISSION OF CHICAGO

That the total amount of the contract including extras is

\$696,342.69

of which he has received payment of \$

37,525.94

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 of the 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:

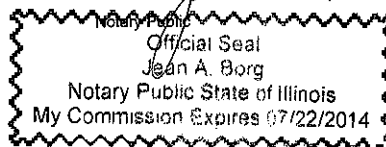
NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
PASCHEN/MILHOUSE, JV	General Construction	\$696,342.69	37,525.94	328,502.67	\$330,314.08
					\$ -
					\$ -
					\$ -
TOTAL LABOR AND MATERIAL TO COMPLETE		\$ 696,342.69	37,525.94	328,502.67	\$ 330,314.08

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 17th day of July, 2013

Signature:

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



## PUBLIC BUILDING COMMISSION OF CHICAGO

## EXHIBIT B

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

7/17/2013

Date

CONTRACTOR PASCHENMILHOUSE, JV

Project Name School Investment Program

PBC Project # 4

Job Location Brown, W

18615

Owner Public Building Commission Of Chicago

APPLICATION FOR PAYMENT

2

STATE OF ILLINOIS ) SS

COUNTY OF )

The affiant, being first duly sworn on oath, deposes and says that he/she is \_\_\_\_\_, of \_\_\_\_\_, 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. \_\_\_\_\_ dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the following project:

Brown, W

that the following statements are made for the purpose of procuring a partial payment of \$ \_\_\_\_\_ under the terms of said Contract;

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	% Complete	Work Completed			retainage	net previous billing	net amount due	remaining to bill
							Previous	Current	Total to date				
Design Phase													
10 Mode Architects		Design phase - fee	44,662.00		44,662.00		7,714.00	25,762.50	33,495.50		7,714.00	25,782.50	11,165.50
20 Mode Architects		Design phase - reimburs	4,756.00		4,756.00		-	-	-		-	-	4,756.00
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													
40 Valor Technologies		Environmental	38,840.00		38,840.00		-	38,840.00	38,840.00	\$ 3,884.00	-	34,956.00	3,884.00
50 Valor Technologies		Selective demo	95.00		95.00		-	95.00	95.00	\$ 9.50	-	85.50	9.50
60 Sandertith		Unit masonry	45,000.00		45,000.00		-	18,000.00	18,000.00	\$ 1,800.00	-	16,200.00	28,800.00
70 Great Lakes Stairs & Structural steel		4,800.00	4,800.00		4,800.00		-	-	-	\$ -	-	-	4,800.00
80 Denk & Roche		Rough carpentry	21,695.00		21,695.00		-	8,647.50	8,647.50	\$ 884.75	-	7,962.75	13,732.25
90 BoFo Waterproofing		Joint sealants	1,500.00		1,500.00		-	1,500.00	1,500.00	\$ 150.00	-	1,350.00	150.00
100 Knickerbocker Roof		Membrane roofing - Allow	2,500.00		2,500.00		-	-	-	\$ -	-	-	2,500.00
110 Precision Metals		doors/frames/show-Supply	2,090.00		2,090.00		-	699.70	699.70	\$ 69.97	-	620.73	1,469.27
120 MJ Connelly		Windows	750.00		750.00		-	-	-	\$ -	-	-	750.00
130 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
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
150 JP Phillips		Plaster Patching	1,800.00		1,800.00		-	-	-	\$ -	-	-	1,800.00
160 C&G Construction		visual display - Supply	16,165.00		16,165.00		-	16,165.00	16,165.00	\$ 1,616.50	-	14,548.50	1,616.50
170 Ashiaur Construction		Visual Display - Install	21,420.00		21,420.00		-	16,065.00	16,065.00	\$ 1,606.50	-	14,458.50	6,606.50
180 Sub to Let		path of travel improve.	5,169.80		5,169.80		-	-	-	\$ -	-	-	5,169.80
190 Evergreen Specialties		Window treatments	3,185.00		3,185.00		-	-	-	\$ -	-	-	3,185.00
200 Pittman Plumbing		Plumbing	18,500.00		18,500.00		-	8,250.00	8,250.00	\$ 825.00	-	7,425.00	9,075.00
210 LHM Mechanical		HVAC	18,800.00		18,800.00		-	-	-	\$ -	-	-	18,800.00
220 Code Engineering Serv		Electrical	70,000.00		70,000.00		-	38,500.00	38,500.00	\$ 3,850.00	-	34,650.00	35,350.00
230							-	-	-	\$ -	-	-	-
240 Paschen Milhouse		DB Contingency	16,409.00		16,409.00		-	-	-	\$ -	-	-	16,409.00
250 Paschen Milhouse		DB Overhead & Fee	42,035.00		42,035.00		10,950.96	8,365.14	19,336.10	\$ 836.51	10,950.96	7,546.63	23,537.41
260 Paschen Milhouse		DB General Conditions	39,962.00		39,962.00		10,950.95	7,431.57	18,382.52	\$ 743.16	10,950.95	6,688.41	22,322.64
270 Paschen Milhouse		DB General Requirement	26,704.00		26,704.00		-	-	-	\$ -	-	-	26,704.00
280 Paschen Milhouse		bond	2,854.00		2,854.00		-	2,854.00	2,854.00	\$ 285.40	-	2,577.60	285.40
290 Paschen Milhouse		Insurance	3,655.64		3,655.64		-	3,655.64	3,655.64	\$ 365.56	-	3,290.08	365.56
TOTAL page1			596,607.44		596,607.44		29,615.91	249,368.55	278,984.46	22,958.60	29,615.91	227,009.95	309,981.59



## PUBLIC BUILDING COMMISSION OF CHICAGO

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.

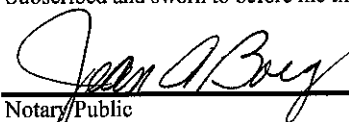
That said Contractor herein expressly affirms that should it at any time appear that any illegal or excess payments have been made to said Contractor by or on behalf of the PUBLIC BUILDING COMMISSION OF CHICAGO, the said Contractor will repay on demand to the PUBLIC BUILDING COMMISSION OF CHICAGO the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

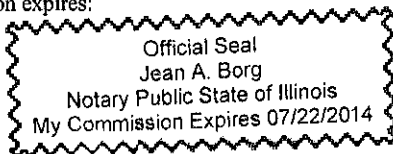
Title - Vice President

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



Notary Public

My Commission expires:



# 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 Brown, W

of which PUBLIC BUILDING COMMISSION OF CHICAGO

is the owner.

The undersigned, for and in consideration of

(\$ 227,009.95 ) 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 17th

day of

July

, 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 Freinet

of the PASCHEN/MILHOUSE, JV

who is the contractor for the General Construction

work on the

building located at Brown, W

owned by PUBLIC BUILDING COMMISSION OF CHICAGO

That the total amount of the contract including extras is

\$566,607.44

of which he has received payment of \$

29,615.91

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 of the 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	\$566,607.44	29,615.91	227,009.95	\$309,981.59
					\$ -
					\$ -
					\$ -
TOTAL LABOR AND MATERIAL TO COMPLETE		\$ 566,607.44	29,615.91	227,009.95	\$ 309,981.59

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

17th

day of

July

, 2013

Signature:

Subscribed and sworn to before me this

17th

day of

July

, 2013

Notary Public

Official Seal

Jean A. Borg

Notary Public State of Illinois

My Commission Expires 07/22/2014

## PUBLIC BUILDING COMMISSION OF CHICAGO

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

Date 7/17/2013

**CONTRACTOR PASCHENMILHOUSE, JV**

Project Name	School Investment Program
PBC Project #	4

Job Location	Cather	18090
--------------	--------	-------

Owner Public Building Commission Of Chicago

STATE OF ILLINOIS }  
COUNTY OF }

The affiant, being first duly sworn on oath, deposes and says that he/she is \_\_\_\_\_ of \_\_\_\_\_ 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. \_\_\_\_\_ dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ for the following project:

that the following statements are made for the purpose of procuring a partial payment of

**S** under the terms of said Contract.

That the work for which payments 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 the 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	Charge Orders	Adjusted Contract Amt	-----Work Completed-----			Total to date	retainage	net previous billing	net amount due	remaining to bill
						% Complete	Previous	Current					
Design Phase	10 FGM Architects	Design phase - fee	69,882.00		69,882.00		11,282.91	41,123.69	52,411.50		11,282.91	41,128.69	17,470.50
	20 FGM Architects	Design phase - reimburr.	13,240.00		13,240.00		-		-		-	-	13,240.00
	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	30 Valor Technologies	Environmental	39,400.00		39,400.00			39,400.00	39,400.00	\$ 3,940.00		35,460.00	
	40 Valor Technologies	Selective demo	4,860.00		4,860.00		-	4,860.00	4,860.00	\$ 486.00	-	4,374.00	486.00
	50 Precision Concrete	building concrete	2,600.00		2,600.00		-			\$ -	-	-	2,600.00
50 Sandsmith Masonry		unit masonry	750.00		750.00		-	750.00	750.00	\$ 75.00	-	675.00	75.00
70 Denk & Roche		Rough carpentry	13,858.00		13,858.00			11,776.30	11,779.30	\$ 1,177.93	-	10,601.37	3,256.63
80 Boro Waterproofing		Joint sealants	1,500.00		1,500.00				-	\$ -	-	-	1,500.00
90 Ashlaur Construction		Visual Display - Install	2,400.00		2,400.00				-	\$ -	-	-	2,400.00
100 Precision Metals		Supply Doors/Hdw	8,520.00		8,520.00				-	\$ -	-	-	8,520.00
110 J.M. Connelly		Windows	7,000.00		7,000.00			1,704.00	1,704.00	\$ 170.40	-	1,533.60	6,988.40
120 Ashlaur Construction		VCT, carpet & base	41,045.00		41,045.00			38,992.75	38,992.75	\$ 3,899.28	-	35,093.48	5,951.53
130 Ashlaur Construction		Painting	35,345.00		35,345.00			33,577.75	33,577.75	\$ 3,357.78	-	30,219.98	5,125.03
140 C&G Construction		visual display - Supply	3,820.00		3,820.00			-	-	\$ -	-	-	3,820.00
150 ACS		Identify Devices	160.00		160.00				-	\$ -	-	-	160.00
160 Interier Concepts		bollet & bath accessories	125.00		125.00				-	\$ -	-	-	125.00
170 Sub to Let		food service equip.	17,006.33		17,006.33				-	\$ -	-	-	17,006.33
180 Evergreen Specialties		window treatments	3,700.00		3,700.00				-	\$ -	-	-	3,700.00
190 B. Bruce Plumbing		plumbing	12,987.00		12,987.00				-	\$ -	-	-	12,987.00
200 ACCH, Inc.		HVAC	53,500.00		53,500.00				-	\$ -	-	-	53,500.00
210 Code Engineering Services		electrical	113,500.00		113,500.00			68,100.00	68,100.00	\$ 6,810.00	-	61,290.00	52,210.00
220 Broadway Electric		electrical	274,600.00		274,600.00			164,760.00	164,760.00	\$ 16,476.00	-	148,284.00	126,316.00
230 Sub to Let		Relocate A/C Outlets	12,000.00		12,000.00			-	-	\$ -	-	-	12,000.00
240 Sub to Let		Path of Travel improve	36,958.55		36,958.55			-	-	\$ -	-	-	36,958.55
250									-	\$ -	-	-	
260 Paschen Milhouse		DB Contingency	30,213.00		30,213.00				-	\$ -	-	-	30,213.00
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 Paschen Milhouse		DB General Conditions	78,404.00		78,404.00		20,438.46	13,215.25	33,713.72	\$ 1,327.53	20,438.46	11,947.73	46,017.81
290 Paschen Milhouse		DB General Requirement	39,711.50		39,711.50				-	\$ -	-	-	39,711.50
300 Paschen Milhouse		Bond	4,920.50		4,920.50			4,920.50	4,920.50	\$ 492.05	-	4,428.45	492.05

## PUBLIC BUILDING COMMISSION OF CHICAGO

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
TOTAL 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

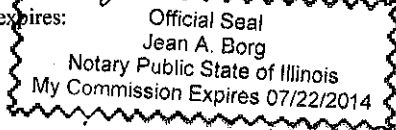
Title - Vice President

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



Notary Public

My Commission expires:



# 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 Cather

of which PUBLIC BUILDING COMMISSION OF CHICAGO

is the owner.

The undersigned, for and in consideration of

(\$ 406,198.96 ) 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 17th

day of

July

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 Frohne

of the PASCHEN/MILHOUSE, JV

who is the contractor for the General Construction

work on the

building located at

Cather

owned by PUBLIC BUILDING COMMISSION OF CHICAGO

That the total amount of the contract including extras is

\$1,008,114.18

of which he has received payment of \$

52,159.82

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 of the 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	\$1,008,114.18	52,159.82	406,198.96	\$549,755.40
					\$ -
					\$ -
					\$ -
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, 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

17th

day of

July

2013

Signature:

Subscribed and sworn to before me this

17th

day of

July

2013

Notary Public

Official Seal

Jean A. Borg

Notary Public State of Illinois

My Commission Expires 07/22/2014

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

Project Name	School Investment Program
PBC Project # 4	

18920

### Division Of

5

only sword

that the following statements are made

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 constructed 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 paid to each of them 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 the said work, as stated above.

ITEM #	Subcontractor Name & Address	Type of Work	Original contract amount	Change Orders	Adjusted Contract Amt	Work Completed			
						% Complete	Previous	Current	Total to date
Design Phase									
10	Mode Architects	Design phase - fee	69,740.00		69,740.00		8,465.80	43,839.20	
20	Mode Architects	Design phase - reimburs.	6,240.00		6,240.00		-		43,839.20
30	K Plus Environmental	Design phase - fee	4,400.00		4,400.00		-	4,400.00	
Cost of Construction									
30	Valor Technologies	Environmental	41,425.00		41,425.00				
40	Valor Technologies	Selective demo	3,980.00		3,980.00				
50	Sandsmith	Unit masonry	47,000.00		47,000.00				
60	Denik & Roche	Rough carpentry	152,770.00		152,770.00				
70	Sub To Let	Wood Casework	13,105.50		13,105.50				
80	Bofo Waterproofing	Joint Sealants	35,000.00		35,000.00				
90	Precisions Metals	doors/frames/door Supply	3,220.00		3,220.00				
100	MJ Connely	Window A/C Panel	2,000.00		2,000.00				
110	Ashlaur Construction	VCT, carpet & base	85,596.00		85,596.00				
120	Destiny Painting	Painting	210,500.00		210,500.00				
130	C&G Construction	visual display - Supply	7,668.00		7,668.00				
140	Sub To Let	visual display - install	4,635.00		4,635.00				
140	Sub To Let	path of travel improve.	35,483.49		35,483.49				
150	ACS	identifying devices	2,200.00		2,200.00				
160	Sub to Let	toilet & bath accessories	7,700.00		7,700.00				
170	Evergreen Specialties	window treatments	1,790.00		1,790.00				
180	Pittman Plumbing	plumbing	48,520.00		48,520.00				
190	ACCH, Inc.	HVAC	100,000.00		100,000.00				
200	RAD Electric	electrical	26,550.00		26,550.00				
210									
220	Paschen Milhouse	DB Contingency	35,371.00		35,371.00				
230	Paschen Milhouse	DB Overhead & Fee	87,209.00		87,209.00				
240	Paschen Milhouse	DB General Conditions	87,398.00		87,398.00				
250	Paschen Milhouse	DB General Requirement	41,974.00		41,974.00				
260	Paschen Milhouse	bond	5,667.50		5,667.50				
270	Paschen Milhouse	Insurance	7,957.34		7,957.34				
TOTAL page 1									

## PUBLIC BUILDING COMMISSION OF CHICAGO

Chalmers

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

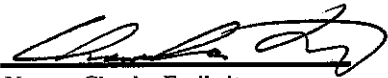
AMOUNT OF ORIGINAL CONTRACT	1,175,049.83	TOTAL AMOUNT REQUESTED	\$462,026.83
EXTRAS TO CONTRACT	-	LESS 10% RETAINED	\$37,005.59
TOTAL CONTRACT AND EXTRAS	1,175,049.83	NET AMOUNT EARNED	\$425,021.24
CREDITS TO CONTRACT	\$0.00	AMOUNT OF PREVIOUS PAYMENTS	\$43,731.71
ADJUSTED CONTRACT PRICE	\$1,175,049.83	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.

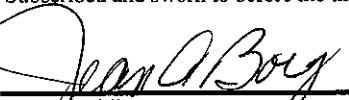
That said Contractor herein expressly affirms that should it at any time appear that any illegal or excess payments have been made to said Contractor by or on behalf of the PUBLIC BUILDING COMMISSION OF CHICAGO, the said Contractor will repay on demand to the PUBLIC BUILDING COMMISSION OF CHICAGO the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

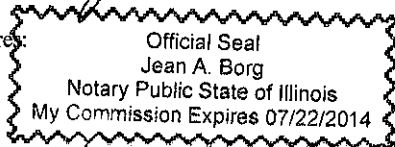
Title - Vice President

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



Notary Public

My Commission expires:



# 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 Chalmers

of which PUBLIC BUILDING COMMISSION OF CHICAGO

is the owner.

The undersigned, for and in consideration of Three Hundred Eighty-one Thousand Two Hundred Eighty-nine and 53/100 (\$ 381,289.53 ) 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 17th day of July, 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 Frehelt

of the PASCHEN/MILHOUSE, JV

who is the contractor for the General Construction

work on the

building located at

Chalmers

owned by PUBLIC BUILDING COMMISSION OF CHICAGO

That the total amount of the contract including extras is \$1,175,049.83 of which he has received payment of \$ 43,731.71

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 of 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	\$1,175,049.83	43,731.71	381,289.53	\$750,028.59
					\$ -
					\$ -
					\$ -
TOTAL LABOR AND MATERIAL TO COMPLETE		\$ 1,175,049.83	43,731.71	381,289.53	\$ 750,028.59

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 17th day of July, 2013

Signature:

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

Notary Public

Official Seal

Jean A. Borg

Notary Public State of Illinois

My Commission Expires 07/22/2014



## PUBLIC BUILDING COMMISSION OF CHICAGO

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

Date 7/17/2013

CONTRACTOR PASCHENMILHOUSE JV

Project Name School Investment Program  
PBC Project # 4

Job Location Crane 18720

Owner Public Building Commission Of Chicago

STATE OF ILLINOIS } SS  
COUNTY OF }

The affiant, being first duly sworn on oath, deposes and says that he/she is \_\_\_\_\_ of \_\_\_\_\_, 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. \_\_\_\_\_ dated the \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_, for the following project:

that the following statements are made for the purpose of procuring a partial payment of \_\_\_\_\_ \$ \_\_\_\_\_ under the terms of said Contract.

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				Total to date	retainage	net previous billing	net amount due	remaining to bill
						% Complete	Previous	Current						
Design Phase														
10	Walton - Gomez	Design phase - fee	143,291.00		143,291.00		30,388.60	77,079.65		107,469.25		30,388.60	77,079.65	35,822.75
20	Walton - Gomez	Design phase - reimb.	2,640.00		2,640.00		-	-		-		-	-	2,640.00
30	K Plus Environmental	Design phase - fee	5,200.00		5,200.00		-	5,200.00		5,200.00		-	5,200.00	-
Cost of Construction														
30	Valor Technologies	Environmental	39,400.00		39,400.00			39,400.00		39,400.00	\$ 3,940.00	-	35,460.00	3,940.00
40	Valor Technologies	Salvage demo	42,500.00		42,500.00			42,500.00		42,500.00	\$ 4,250.00	-	38,250.00	4,250.00
50	Sandsmith Masonry	Unit masonry	18,500.00		18,500.00			-		-		-	-	18,500.00
60	Great Lakes Stair	metal fabrications	2,640.00		2,640.00			-		-		-	-	2,640.00
70	Dent & Roche	Rough carpentry	123,737.30		123,737.30			30,934.25		30,934.25	\$ 3,093.43	-	27,840.83	95,896.18
80	Sub to Let	Wood Casework	23,773.30		23,773.30			-		-		-	-	23,773.30
90	Brio Waterproofing	Joint sealants	3,500.00		3,500.00			-		-		-	-	3,500.00
100	C & G Construction	Visual Display - Supply	1,597.00		1,597.00			1,597.00		1,597.00	\$ 166.70	-	1,410.30	166.70
110	Ashlauf Construction	Visual Display - Install	2,400.00		2,400.00			1,200.00		1,200.00	\$ 120.00	-	1,080.00	1,200.00
120	Precision Metals	doors/frames/show Supply	46,000.00		46,000.00			-		-		-	-	46,000.00
130	MJ Connolly	windows	13,215.00		13,215.00			-		-		-	-	13,215.00
140	Ashlauf Construction	tile	400.00		400.00			-		-		-	-	400.00
150	Ashlauf Construction	VCT carpet & base	43,120.00		43,120.00			17,248.00		17,248.00	\$ 1,724.80	-	15,523.20	27,596.80
160	LD Flooring	Wood Flooring	54,059.00		54,059.00			27,029.50		27,029.50	\$ 2,702.95	-	24,326.55	29,732.45
170	Asher Bros	Painting	370,000.00		370,000.00			111,000.00		111,000.00	\$ 11,100.00	-	99,900.00	270,100.00
170	J.P. Phillips	Plaster Patching	17,850.00		17,850.00			-		-		-	-	17,850.00
180	ACS	Identifying devices	3,000.00		3,000.00			-		-		-	-	3,000.00
190	Carroll Sealing	Bleachers	88,000.00		88,000.00			44,000.00		44,000.00	\$ 4,400.00	-	39,600.00	48,400.00
200	Commercial Special	toilet & bath accessories	585.00		585.00			-		-		-	-	585.00
210	Evergreen Specialties	window treatments	225.00		225.00			-		-		-	-	225.00
220	Sub to Let	Wheelchair lift	25,100.00		25,100.00			-		-		-	-	25,100.00
230	Sub to Let	Pool Lift	8,500.00		8,500.00			-		-		-	-	8,500.00
240	Sub to Let	Auditorium Stage Modifica	10,000.00		10,000.00			-		-		-	-	10,000.00
250	B. Bruce Plumbing	plumbing	116,950.00		116,950.00			17,542.50		17,542.50	\$ 1,754.25	-	15,788.25	101,161.75
260	Alumini Construction Sch	HVAC	12,400.00		12,400.00			-		-		-	-	12,400.00
270	Block Electric	electrical	281,200.00		281,200.00			84,360.00		84,360.00	\$ 8,436.00	-	75,924.00	205,276.00
280								-		-		-	-	
290	Paschen Milhouse	OIB Contingency	59,535.00		59,535.00			-		-		-	-	59,535.00
300	Paschen Milhouse	DB Overhead & Fee	144,356.00		144,356.00			87,776.69		87,776.69	\$ -	-	-	56,579.31
310	Paschen Milhouse	DB General Conditions	162,649.40		162,649.40			87,776.69		87,776.69	\$ -	-	-	64,872.72
320	Paschen Milhouse	DB General Requirements	65,672.00		65,672.00			-		-		-	-	65,672.00
330	Paschen Milhouse	bond	9,254.00		9,254.00			9,254.00		9,254.00	\$ 925.40	-	8,328.60	925.40
340	Paschen Milhouse	insurance	13,497.42		13,497.42			13,497.42		13,497.42	\$ 1,349.74	-	12,147.68	1,349.74
TOTAL page 1			1,944,746.12		1,944,746.12		205,941.97	521,812.32		727,754.29	\$ 43,953.27	205,941.97	477,869.05	1,260,945.10

## PUBLIC BUILDING COMMISSION OF CHICAGO

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
TOTAL 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.

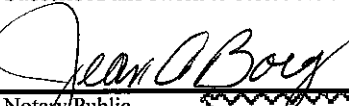
That said Contractor herein expressly affirms that should it at any time appear that any illegal or excess payments have been made to said Contractor by or on behalf of the PUBLIC BUILDING COMMISSION OF CHICAGO, the said Contractor will repay on demand to the PUBLIC BUILDING COMMISSION OF CHICAGO the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

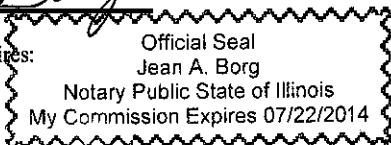
Title - Vice President

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



Notary Public

My Commission expires:



# WAIVER OF LIEN TO DATE

STATE OF ILLINOIS

COUNTY OF COOK

SS.

Cty #

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 Crane

of which

PUBLIC BUILDING COMMISSION OF CHICAGO

is the owner.

The undersigned, for and in consideration of

(\$ 477,859.05 ) 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 17th day of July 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 F. Rehnert

of the PASCHEN/MILHOUSE, JV

who is the contractor for the General Construction

work on the

building located at Crane

owned by PUBLIC BUILDING COMMISSION OF CHICAGO

That the total amount of the contract including extras is \$1,944,746.12 of which he has received payment of \$ 205,941.97

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 of the 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:

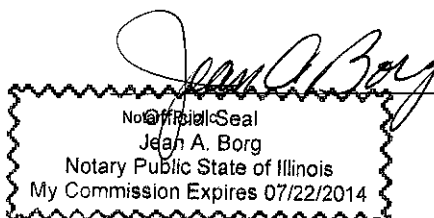
NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
PASCHEN/MILHOUSE, JV	General Construction	\$1,944,746.12	205,941.97	477,859.05	\$1,260,945.10
					\$ -
					\$ -
					\$ -
					\$ -
TOTAL LABOR AND MATERIAL TO COMPLETE		\$ 1,944,746.12	205,941.97	477,859.05	\$ 1,260,945.10

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 17th day of July 2013

Signature:

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



## PUBLIC BUILDING COMMISSION OF CHICAGO

## EXHIBIT B

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

Date 7/17/2013

CONTRACTOR PASCHENMILHOUSE, JV

Project Name School Investment Program

PBC Project # 4

Job Location Faraday 18180

Owner Public Building Commission Of Chicago

APPLICATION FOR PAYMENT

2

STATE OF ILLINOIS ) SS

COUNTY OF )

The affiant, being first duly sworn on oath, deposes and says that he/she is \_\_\_\_\_ of \_\_\_\_\_, 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. \_\_\_\_\_ dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the following project:

Faraday

that the following statements are made for the purpose of procuring a partial payment of \$ \_\_\_\_\_ under the terms of said Contract;

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			Total to date	retainage	net previous billing	net amount due	remaining to bill
						% Complete	Previous	Current					
Design Phase													
10 FGM Architects		Design phase - fee	68,891.00		68,891.00		7,478.11	44,189.14	51,668.25		7,478.11	44,189.14	17,222.75
20 FGM Architects		Design phase - reimb.	13,040.00		13,040.00		-	-	-		-	-	13,040.00
30 K Plus Environmental		Design phase - fee	3,300.00		3,300.00		-	3,300.00	3,300.00		-	3,300.00	-
Cost of Construction													
40 Precision Concrete		building concrete	2,600.00		2,600.00		-	-	-		-	-	2,600.00
50 Sandsmith Masonry		unit masonry	44,000.00		44,000.00		-	44,000.00	44,000.00		-	39,600.00	4,400.00
60 Denk & Roche		Rough carpentry	10,568.00		10,568.00		-	10,568.00	10,568.00		-	9,511.20	1,056.80
70 Sub to Let		Membrane roofing	7,441.34		7,441.34		-	530.00	530.00		-	477.00	2,471.34
80 Precision Metals		doors/frames/show-supply	2,650.00		2,650.00		-	16,000.00	16,000.00		-	14,400.00	3,600.00
90 MJ Connelly		windows	18,000.00		18,000.00		-	-	-		-	-	18,000.00
100 Ashlaur Construction		tile	4,700.00		4,700.00		-	-	-		-	-	4,700.00
110 Ashlaur Construction		LVCT carpet & base	1,660.00		1,660.00		-	1,660.00	1,660.00		-	1,484.00	166.00
120 UEM Building Maint.		Painting	34,000.00		34,000.00		-	23,800.00	23,800.00		-	21,420.00	12,580.00
130 JP Phillips		Plaster Patching	2,980.00		2,980.00		-	-	-		-	-	2,980.00
140 C&G Construction		visual display - Supply	2,029.00		2,029.00		-	-	-		-	-	2,029.00
150 Ashlaur Construction		visual display - Install	2,300.00		2,300.00		-	-	-		-	-	2,300.00
160 ACS		identifying devices	220.00		220.00		-	-	-		-	-	220.00
170 Interior Concepts		toilet & bath accessories	125.00		125.00		-	-	-		-	-	125.00
180 Great Lakes West		food service equipment	10,000.00		10,000.00		-	-	-		-	-	10,000.00
190 Evergreen Specialties		window treatments	2,730.00		2,730.00		-	-	-		-	-	2,730.00
200 B. Bruce Plumbing		plumbing	44,160.00		44,160.00		-	11,040.00	11,040.00		-	9,936.00	34,224.00
210 ACCH, Inc.		HVAC	90,000.00		90,000.00		-	36,000.00	36,000.00		-	32,400.00	57,600.00
220 Shatten Electric		electrical	244,188.00		244,188.00		-	146,512.80	146,512.80		-	131,861.52	112,326.48
230							-	-	-		-	-	-
240 Paschen Milhouse		DB Contingency	24,720.00		24,720.00		-	-	-		-	-	24,720.00
250 Paschen Milhouse		DB Overhead & Fee	59,626.00		59,626.00		-	15,618.16	28,140.48		12,522.29	14,056.37	32,047.34
260 Paschen Milhouse		DB General Conditions	52,910.00		52,910.00		-	12,374.50	25,396.80		12,522.30	11,587.05	28,800.55
270 Paschen Milhouse		DB General Requirement	34,663.50		34,663.50		-	-	-		-	-	34,663.50
280 Paschen Milhouse		bond	4,088.00		4,088.00		-	4,088.00	4,088.00		-	3,679.20	408.80
290 Paschen Milhouse		insurance	5,472.30		5,472.30		-	5,472.30	5,472.30		-	4,925.07	547.23
TOTAL page1			790,062.14		790,062.14		32,523.70	375,652.93	408,176.63		32,523.70	342,836.55	414,701.89

## PUBLIC BUILDING COMMISSION OF CHICAGO

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
TOTAL 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	AMOUNT DUE THIS PAYMENT	\$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.

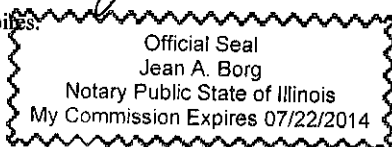


Name - Charles Freiheit  
Title - Vice President

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



Notary Public  
My Commission expires:



# 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 Faraday

of which PUBLIC BUILDING COMMISSION OF CHICAGO

is the owner.

The undersigned, for and in consideration of

(\$ 342,836.55 ) 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 17th day of July, 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 Frenkel

of the PASCHEN/MILHOUSE, JV

who is the contractor for the General Construction

work on the

building located at Faraday

owned by PUBLIC BUILDING COMMISSION OF CHICAGO

That the total amount of the contract including extras is \$790,062.14 of which he has received payment of \$ 32,523.70

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	\$790,062.14	32,523.70	342,836.55	\$414,701.89
					\$ -
					\$ -
					\$ -
TOTAL LABOR AND MATERIAL TO COMPLETE		\$ 790,062.14	32,523.70	342,836.55	\$ 414,701.89

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 17th day of July, 2013

Signature:

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

Notary Public

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

## PUBLIC BUILDING COMMISSION OF CHICAGO

## EXHIBIT B

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

Date 7/17/2013

CONTRACTOR PASCHENMILHOUSE, JV

Project Name School Investment Program  
PBC Project # 4

Job Location Herbert 18280

Owner Public Building Commission Of Chicago

APPLICATION FOR PAYMENT 2

STATE OF ILLINOIS } SS  
COUNTY OF }

The affiant, being first duly sworn on oath, deposes and says that he/she is \_\_\_\_\_ of \_\_\_\_\_, 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. \_\_\_\_\_ dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the following project:

Herbert

that the following statements are made for the purpose of procuring a partial payment of \$ \_\_\_\_\_ under the terms of said Contract:

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-----			Total to date	retailage	net previous billing	net amount due	remaining to bill
						% Complete	Previous	Current					
Design Phase													
10 FGM Architects		Design phase - fee	74,177.00		74,177.00		9,886.25	45,736.50	55,632.75		9,886.25	45,736.50	18,544.25
20 FGM Architects		Design phase - reimburs.	13,240.00		13,240.00		-	-	-		-	-	13,240.00
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													
30 Valor Technologies		Environmental	16,845.00		16,845.00			16,845.00	16,845.00	\$ 1,684.50	-	15,160.50	1,684.50
40 Valor Technologies		Selective demo	6,625.00		6,625.00		-	6,625.00	6,625.00	\$ 662.50	-	5,962.50	662.50
50 Sanchez Construction		paving & resurfacing	3,200.00		3,200.00		-	3,200.00	3,200.00	\$ 320.00	-	2,880.00	320.00
60 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	10,545.00	\$ 1,054.50	-	9,490.50	60,809.50
80 Precision Metals		doors/frames/ndw-supply	65,200.00		65,200.00		-	32,600.00	32,600.00	\$ 3,260.00	-	29,340.00	35,860.00
90 MJ Connelly		Windows	13,000.00		13,000.00		-	-	-	\$ -	-	-	13,000.00
100 Ashlaur Construction		VCT, carpet & base	26,600.00		26,600.00		-	-	-	\$ -	-	-	26,600.00
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 C&G Construction		visual display - Supply	18,981.00		18,981.00		-	18,031.95	18,031.95	\$ 1,803.20	-	16,228.76	2,752.25
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
140 ACS		identifying devices	1,800.00		1,800.00		-	-	-	\$ -	-	-	1,800.00
150 Interior Concepts		toilet & bath access - Sup	125.00		125.00		-	-	-	\$ -	-	-	125.00
160 Boeller		food service equipment	34,604.00		34,604.00		-	-	-	\$ -	-	-	34,604.00
170 Sub to Let		Hoods & Connections	10,000.00		10,000.00		-	-	-	\$ -	-	-	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
190 ACOH, Inc.		HVAC	2,000.00		2,000.00		-	-	-	\$ -	-	-	2,000.00
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
210 Sub to Let		Path of Travel Improvement	32,850.11		32,850.11		-	-	-	\$ -	-	-	32,850.11
220							-	-	-	\$ -	-	-	-
230 Paschen Milhouse		DB Contingency	35,387.00		35,387.00		-	-	-	\$ -	-	-	35,387.00
240 Paschen Milhouse		DB Overhead & Fee	85,280.00		85,280.00		-	17,855.09	17,855.09	\$ 1,785.51	-	16,069.58	44,425.81
250 Paschen Milhouse		DB General Conditions	91,252.00		91,252.00		-	20,841.59	20,841.59	\$ 2,084.14	-	18,767.25	47,710.14
260 Paschen Milhouse		DB General Requirement	46,741.00		46,741.00		-	-	-	\$ -	-	-	46,741.00
270 Paschen Milhouse		bond	5,685.50		5,685.50		-	5,685.50	5,685.50	\$ 568.55	-	5,116.95	568.55
280 Paschen Milhouse		insurance	8,088.25		8,088.25		-	8,088.25	8,088.25	\$ 808.83	-	7,279.43	808.83
TOTAL page1			1,149,066.86		1,149,066.86		59,465.47	554,988.18	614,453.65	50,486.17	59,465.47	504,503.01	585,096.38

## PUBLIC BUILDING COMMISSION OF CHICAGO

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



# WAIVER OF LIEN TO DATE

STATE OF ILLINOIS

COUNTY OF COOK

SS.

Gly # \_\_\_\_\_

Loan # \_\_\_\_\_

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by PUBLIC BUILDING COMMISSION OF CHICAGO

to furnish General Construction

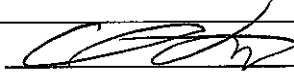
for the premises known as Herbert

of which PUBLIC BUILDING COMMISSION OF CHICAGO

is the owner.

The undersigned, for and in consideration of Five Hundred Four Thousand Five Hundred Three and 01/100 (\$ 504,503.01 ) 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 17th day of July, 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 Frohne  
of the PASCHEN/MILHOUSE, JV  
who is the contractor for the General Construction work on the  
building located at Herbert  
owned by PUBLIC BUILDING COMMISSION OF CHICAGO

That the total amount of the contract including extras is \$1,149,066.86 of which he has received payment of \$ 59,465.47  
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	\$1,149,066.86	59,465.47	504,503.01	\$585,098.38
					\$ -
					\$ -
					\$ -
					\$ -
TOTAL LABOR AND MATERIAL TO COMPLETE		\$ 1,149,066.86	59,465.47	504,503.01	\$ 585,098.38

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 17th day of July, 2013

Signature: 

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

Notary Public

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

## PUBLIC BUILDING COMMISSION OF CHICAGO

## EXHIBIT B

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

CONTRACTOR PASCHENMILLHOUSE, JV

Date

7/17/2013

Project Name School Investment Program

PBC Project # 4

Job Location Janssen 18320

Owner Public Building Commission Of Chicago

STATE OF ILLINOIS ) SS

COUNTY OF )

The affiant, being first duly sworn on oath, deposes and says that he/she is \_\_\_\_\_ of \_\_\_\_\_, 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. \_\_\_\_\_ dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ for the following project:

that the following statements are made for the purpose of procuring a partial payment of \_\_\_\_\_

Janssen

\$

under the terms of said Contract.

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 purpose of said contract, the following persons have been contracted with, and have furnished or prepared materials, equipment, supplies, and services by, 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		Total to date	redesign	net previous billing	net amount due	remaining to bill
						% Complete	Previous					
Design Phase												
10 Made Architects		Design phase - fee	91,020.00		91,020.00		15,681.40	68,265.00		15,681.40	52,583.60	22,755.00
20 Made Architects		Design phase - rethnk	11,840.00		11,840.00		-	-		-	-	11,840.00
30 K Plus Environmental		Design phase - fee	5,200.00		5,200.00		-	5,200.00		-	5,200.00	-
Cost of Construction												
30 Value Technologies		Environmental	2,940.00		2,940.00			2,940.00		-	2,940.00	294.00
40 Value Technologies		Selective demo	8,920.00		8,920.00			5,352.00		535.20	4,816.80	4,103.20
50 Sanchez Construction		packing & resurfacing	4,100.00		4,100.00		-	4,100.00		4,100.00	3,590.00	410.00
60 Precision Cement		building concrete	15,600.00		15,600.00		-	-		-	-	15,600.00
70 Sandstein Masonry		hurl masonry	147,200.00		147,200.00			117,860.00		\$ 11,776.00	105,984.00	41,216.00
80 Great Lakes Star		metal fabrication	53,460.00		53,460.00			-		-	-	53,460.00
90 Deink & Reink		rough carpentry	32,460.00		32,460.00			1,202.80		123.28	1,109.52	31,356.48
100 Bolo Waterproofing		joint sealants	6,200.00		6,200.00			-		-	-	6,200.00
110 Sub to Let		membrane roofing	24,800.00		24,800.00			-		-	-	24,800.00
120 Precision Metals		door/frame/shelv - sup	21,300.00		21,300.00			-		-	-	21,300.00
130 MJ Connolly		windows	500.00		500.00			-		-	-	500.00
140 Ashaur Construction		tile	8,900.00		8,900.00			-		-	-	8,900.00
150 Ashaur Construction		VCT, carpet & base	22,400.00		22,400.00			-		-	-	22,400.00
160 National Painting		painting	127,890.00		127,890.00			89,523.00		8,952.30	80,570.70	47,319.30
170 C&G Construction		visual displays - supply	13,973.00		13,973.00			13,973.60		1,397.30	12,576.70	1,397.30
180 Ashaur Construction		visual displays - install	46,800.00		46,800.00			46,800.00		4,680.00	42,120.00	4,680.00
190 Interier Concepts		toilet partitions	700.00		700.00			-		-	-	700.00
200 ACS		identifying devices	320.00		320.00			-		-	-	320.00
210 Interier Concepts		toilet & bath access	125.00		125.00			-		-	-	125.00
220 Beeher		food service equipment	34,604.00		34,604.00			-		-	-	34,604.00
230 Sub to Let		Kitchen Hood	10,000.00		10,000.00			-		-	-	10,000.00
240 Engreen Specialties		window treatments	2,500.00		2,500.00			-		-	-	2,500.00
250 A. Green Plus, Inc.		plumbing	90,660.00		90,660.00			36,344.00		3,634.40	32,709.60	58,150.40
260 Autumn Construction S		HVAC	81,200.00		81,200.00			19,780.00		1,978.00	17,782.00	63,418.00
270 Block Electric		electrical	469,850.00		469,850.00			328,895.00		32,889.50	296,005.50	173,844.50
280 Sub to Let		Computer Lab Decks	31,180.68		31,180.68			-		-	-	31,180.68
290								-		-	-	-
300 Paschen Millhouse		DB Certifiency	54,591.00		54,591.00			-		-	-	54,591.00
310 Paschen Millhouse		DB Overhead & Fee	129,704.00		129,704.00		29,975.53	80,960.88		3,098.54	29,975.53	71,841.66
320 Paschen Millhouse		DB General Conditions	108,554.00		108,554.00		29,975.53	51,020.38		2,104.49	18,940.37	59,639.11
330 Paschen Millhouse		DB General Requirements	67,536.50		67,536.50		-	-		-	-	67,536.50
340 Paschen Millhouse		bond	8,340.50		8,340.50		-	6,340.50		834.05	7,506.45	834.05
350 Paschen Millhouse		insurance	11,832.35		11,832.35		-	11,832.35		1,183.24	10,649.12	1,183.24
TOTAL	Page 1		1,747,407.03		1,747,407.03		75,632.46	796,666.45		872,298.91	73,883.29	75,632.46
											722,776.17	948,996.41

## PUBLIC BUILDING COMMISSION OF CHICAGO

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
TOTAL 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.

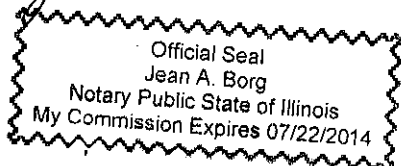


Name - Charles Freiheit  
Title - Vice President

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



Notary Public  
My Commission expires:



# WAIVER OF LIEN TO DATE

STATE OF ILLINOIS

SS.

COUNTY OF COOK

Cty # \_\_\_\_\_

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 Jensen

of which

PUBLIC BUILDING COMMISSION OF CHICAGO

is the owner.

The undersigned, for and in consideration of

(\$ 722,778.15 ) 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 17th day of

July

, 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

SS.

COUNTY OF COOK

TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he is

Charles Frenheit

of the PASCHEN/MILHOUSE, JV

who is the contractor for the

General Construction

work on the

building located at

Jensen

owned by

PUBLIC BUILDING COMMISSION OF CHICAGO

That the total amount of the contract including extras is

\$1,747,407.03

of which he has received payment of \$

75,632.46

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 of the 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	\$1,747,407.03	75,632.46	722,778.15	\$948,996.43
					\$ -
					\$ -
					\$ -
TOTAL LABOR AND MATERIAL TO COMPLETE		\$ 1,747,407.03	75,632.46	722,778.15	\$ 948,996.43

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

17th

day of

July

, 2013

Signature:

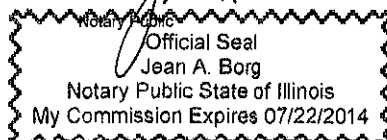
Subscribed and sworn to before me this

17th

day of

July

, 2013



**EXHIBIT B**

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

CONTRACTOR PASCHENMILHOUSE, JV

Date 7/17/2013

Project Name	School Investment Program
PBC Project #	4

Job Location	Juarez	18840
--------------	--------	-------

Owner Public Building Commission Of Chicago

STATE OF ILLINOIS } SS

COUNTY OF \_\_\_\_\_

The affiant, being first duly sworn on oath, deposes and says that he/she is \_\_\_\_\_ of \_\_\_\_\_, 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. \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ for the following project:

Juarez

that the following statements are made for the purpose of procuring a partial payment of \$\_\_\_\_\_ under the terms of said Contract

The work for which payments 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 contacted 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 to become due 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: 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 #	Subcontract Name & Address	Type of Work	Original Contract Amount	Change Orders	Adjusted Contract Amt.	% Complete	Work Completed		Total to date	retainage	net previous billing	net amount due	remaining to bill
							Previous	Current					
<b>Design Phase</b>													
10 FGM Architects		Design phase - fee	26,222.00		26,222.00								
20 FGM Architects		Design phase - reimbur.	2,640.00		2,640.00	-					2,008.37	16,908.13	6,305.50
30 IRCA		Design phase - reimbur.	2,116.00		2,116.00	-							2,640.00
40 K Plus Environmental		Design phase - fee	3,300.00		3,300.00	-							2,116.00
<b>Cost of Construction</b>													
40 Valtek Technologies		Environmental	2,860.00		2,860.00								
50 Valtek Technologies		Selective demo	4,650.00		4,650.00	-							
60 Dent & Roope		rough carpentry	2,238.00		2,238.00								
70 Knickerbocker		membrane roofing	2,500.00		2,500.00	-							
80 Sub to Let		Visual Display - Install	10,170.74		10,170.74	-							
90 Carroll Sealing		Science Lab Casework &	94,600.00		94,600.00	-							
100 Precision Metals		doors/frames/hdw - sup	4,580.00		4,580.00	-							
110 USM		painting	4,500.00		4,500.00	-							
120 ACS		identifying devices	850.00		850.00	-							
130 A. Green Plus, Inc.		plumbing	55,900.00		55,900.00	-							
140 ACCH, Inc.		HVAC	30,000.00		30,000.00	-							
150 RAD Electric		electrical	13,734.00		13,734.00	-							
160						-							
170 Paschen Milnhouse		DB Contingency	10,330.00		10,330.00	-							
180 Paschen Milnhouse		DB Overhead & Fee	24,728.00		24,728.00	-							
190 Paschen Milnhouse		DB General Conditions	19,390.00		19,390.00	-							
200 Paschen Milnhouse		DB General Requirement	15,114.50		15,114.50	-							
210 Paschen Milnhouse		bond	1,950.50		1,950.50	-							
220 Paschen Milnhouse		insurance	2,136.35		2,136.35	-							
TOTAL PAGE#1			333,511.09		333,511.09								

## PUBLIC BUILDING COMMISSION OF CHICAGO

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
TOTAL 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.

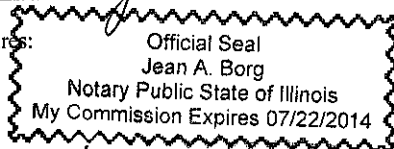
That said Contractor herein expressly affirms that should it at any time appear that any illegal or excess payments have been made to said Contractor by or on behalf of the PUBLIC BUILDING COMMISSION OF CHICAGO, the said Contractor will repay on demand to the PUBLIC BUILDING COMMISSION OF CHICAGO the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



# WAIVER OF LIEN TO DATE

STATE OF ILLINOIS

} SS.

COUNTY OF COOK

Cty # \_\_\_\_\_  
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 Juarez

of which PUBLIC BUILDING COMMISSION OF CHICAGO is the owner.

The undersigned, for and in consideration of Thirty Thousand Six Hundred Forty-five and 30/100 (\$ 30,645.29) 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 17th day of July, 2013

Signature and Seal: [Signature]

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

} SS.

COUNTY OF COOK

TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he is Charles Frohne of the PASCHEN/MILHOUSE, JV

who is the contractor for the General Construction work on the

building located at Juarez

owned by PUBLIC BUILDING COMMISSION OF CHICAGO

That the total amount of the contract including extras is 333,511.09 of which he has received payment of \$ 8,563.88

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 of the 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	\$333,511.09	8,563.88	30,645.29	\$294,301.93
					\$ -
					\$ -
					\$ -
TOTAL LABOR AND MATERIAL TO COMPLETE		\$ 333,511.09	8,563.88	30,645.29	\$ 294,301.93

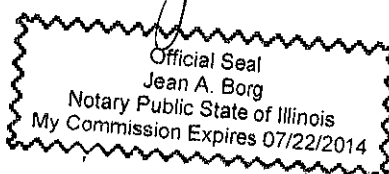
That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this 17th day of July, 2013

Signature: [Signature]

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

Notary Public



## PUBLIC BUILDING COMMISSION OF CHICAGO

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

Date 7/17/2013

CONTRACTOR PASCHENMILHOUSE, JV

Project Name School Investment Program  
PBC Project # 4

Job Location Otis 18440

Owner Public Building Commission Of Chicago

APPLICATION FOR PAYMENT

2

STATE OF ILLINOIS ) SS

COUNTY OF )

The affiant, being first duly sworn on oath, deposes and says that he/she is \_\_\_\_\_ of \_\_\_\_\_ 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. \_\_\_\_\_ dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the following project:

Otis

that the following statements are made for the purpose of procuring a partial payment of \$ \_\_\_\_\_ under the terms of said Contract;

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 #	Subcontract 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	Mode Architects	Design phase - fee	80,000.00		80,000.00		13,263.80		60,000.00		13,263.80	46,736.20	20,000.00
20	Mode Architects	Design phase - reimb	11,640.00		11,640.00		-		-		-	-	11,640.00
30	K Plus Environmental	Design phase - fee	5,200.00		5,200.00		-	5,200.00	5,200.00		-	5,200.00	-
Cost of Construction													
30	Omega Demolition	Environmental	156,280.00		156,280.00				-			-	156,280.00
40	Sub to Let	Selective demo	1,453.84		1,453.84		-	726.92	726.92	\$ 72.69	-	654.23	799.61
50	Precision Cement	building concrete	5,200.00		5,200.00		-	-	-	\$ -	-	-	5,200.00
60	Sandsmith Masonry	unit masonry	74,000.00		74,000.00		-	44,400.00	44,400.00	\$ 4,440.00	-	39,960.00	34,040.00
70	Deik & Roche	Rough carpentry	7,896.00		7,896.00		-	200.00	200.00	\$ 20.00	-	180.00	7,716.00
80	Bolic Waterproofing	Joint sealants	1,500.00		1,500.00		-	-	-	\$ -	-	-	1,500.00
90	Sub to Let	Membrane Roofing	8,000.00		8,000.00		-	-	-	\$ -	-	-	8,000.00
100	Precision Metals	doors/frames/shower supply	3,950.00		3,950.00		-	-	-	\$ -	-	-	3,950.00
110	MJ Connolly	Windows	500.00		500.00		-	-	-	\$ -	-	-	500.00
120	Ashtaur Construction	tile	12,000.00		12,000.00		-	-	-	\$ -	-	-	12,000.00
130	Ashtaur Construction	VCT, carpet & base	10,400.00		10,400.00		-	-	-	\$ -	-	-	10,400.00
140	LD Flooring	Wood Flooring	3,150.00		3,150.00		-	-	-	\$ -	-	-	3,150.00
150	National Painting	Painting	254,600.00		254,600.00		-	127,300.00	127,300.00	\$ 12,730.00	-	114,570.00	140,030.00
160	JP Phillips	Plaster Patching	5,550.00		5,550.00		-	-	-	\$ -	-	-	5,550.00
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
180	Ashtaur Construction	visual display - Install	28,840.00		28,840.00		-	-	-	\$ -	-	-	28,840.00
190	Interior Concepts	toilet partitions	14,700.00		14,700.00		-	-	-	\$ -	-	-	14,700.00
200	Interior Concepts	toilet & bath access - Sup	7,050.00		7,050.00		-	-	-	\$ -	-	-	7,050.00
210	Boelter Contracting	food service equip	65,470.00		65,470.00		-	-	-	\$ -	-	-	65,470.00
220	Sub to Let	FS Equipment Staging	530.00		530.00		-	-	-	\$ -	-	-	530.00
230	Evergreen Specialties	window treatments	3,870.00		3,870.00		-	-	-	\$ -	-	-	3,870.00
240	A-Green Plus	plumbing	98,000.00		98,000.00		-	39,200.00	39,200.00	\$ 3,920.00	-	35,280.00	62,720.00
250	ACCH, Inc.	HVAC	46,500.00		46,500.00		-	6,975.00	6,975.00	\$ 697.50	-	6,277.50	40,222.50
260	Code Engineering	Electrical	163,000.00		163,000.00		-	65,200.00	65,200.00	\$ 6,520.00	-	58,680.00	104,320.00
270	TBD	WiFi Electrical	93,000.00		93,000.00		-	-	-	\$ -	-	-	93,000.00
280							-	-	-	\$ -	-	-	-
290	Paschen Milhouse	DB Contingency	41,225.00		41,225.00		-	-	-	\$ -	-	-	41,225.00
300	Paschen Milhouse	DB Overhead & Fee	110,305.00		110,305.00		23,887.68	8,100.77	31,988.45	\$ 810.08	23,887.68	7,200.69	79,126.63
310	Paschen Milhouse	DB General Conditions	91,995.00		91,995.00		23,887.68	2,790.87	26,678.55	\$ 279.09	23,887.68	2,511.78	65,595.54
320	Paschen Milhouse	DB General Requirements	44,086.50		44,086.50		-	-	-	\$ -	-	-	44,086.50
330	Paschen Milhouse	bond	5,522.50		5,522.50		-	6,522.50	6,522.50	\$ 652.25	-	5,870.25	652.25
340	Paschen Milhouse	insurance	9,165.37		9,165.37		-	9,165.37	9,165.37	\$ 916.54	-	8,248.83	916.54
TOTAL page1			1,486,118.21		1,486,119.21		61,039.16	383,057.63	444,096.78	33,112.14	61,039.16	349,945.48	1,075,134.56



## PUBLIC BUILDING COMMISSION OF CHICAGO

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
TOTAL 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.

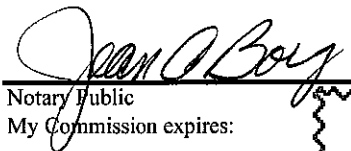
That neither the partial payment nor any part thereof has been assigned.

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.

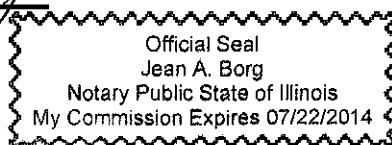


Name - Charles Freiheit  
Title - Vice President

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



Notary Public  
My Commission expires:



# WAIVER OF LIEN TO DATE

STATE OF ILLINOIS

SS.

COUNTY OF COOK

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 Otis

of which PUBLIC BUILDING COMMISSION OF CHICAGO

is the owner.

The undersigned, for and in consideration of

(\$ 349,945.49 ) 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 17th

day of

July

, 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

SS.

COUNTY OF COOK

TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he is

Charles Frenkel

of the PASCHEN/MILHOUSE, JV

who is the contractor for the General Construction

work on the

building located at Otis

owned by PUBLIC BUILDING COMMISSION OF CHICAGO

That the total amount of the contract including extras is

1,486,119.21

of which he has received payment of \$

61,039.16

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	\$1,486,119.21	61,039.16	349,945.49	\$1,075,134.56
					\$ -
					\$ -
					\$ -
TOTAL LABOR AND MATERIAL TO COMPLETE		\$ 1,486,119.21	61,039.16	349,945.49	\$ 1,075,134.56

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 17th

day of July

, 2013

Signature:

Subscribed and sworn to before me this

17th

day of

July

, 2013

Notary Public

Official Seal

Jean A. Borg

Notary Public State of Illinois

My Commission Expires 07/22/2014

## PUBLIC BUILDING COMMISSION OF CHICAGO

## EXHIBIT B

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

CONTRACTOR PASCHENMILHOUSE JV

Date 7/17/2013

Project Name School Investment Program  
PBC Project # 4

Job Location Smyth 18675

Owner Public Building Commission Of Chicago

APPLICATION FOR PAYMENT 2

STATE OF ILLINOIS )  
COUNTY OF ) SS

The affiant, being first duly sworn on oath, deposes and says that he/she is \_\_\_\_\_ of \_\_\_\_\_, 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. \_\_\_\_\_ dated the \_\_\_\_ day of \_\_\_\_ 20\_\_\_\_, for the following project:

Smyth

that the following statements are made for the purpose of procuring a partial payment of \$ \_\_\_\_\_ under the terms of said Contract,

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			Total to date	retainage	net previous billing	net amount due	remaining to bill
						% Complete	Previous	Current					
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 - reimburse	7,740.00		7,740.00		-	-	-		-	-	7,740.00
30	K Plus Environmental	Design phase - fee	5,200.00		5,200.00		-	5,200.00	5,200.00		-	5,200.00	
Cost of Construction													
30	Hyde Park	Environmental	153,835.00		153,835.00			115,376.25	\$ 11,537.63		-	103,838.63	49,996.38
40	Hyde Park	Selective demo	45,831.00		45,831.00		-	43,599.45	\$ 4,353.95		-	39,195.51	6,645.50
50	Precision Cement	building concrete	4,000.00		4,000.00				\$ -		-	-	4,000.00
60	TAC Masonry	unit masonry	12,200.00		12,200.00				\$ -		-	-	12,200.00
70	Dent & Roche	Rough carpentry	16,295.00		16,295.00				\$ -		-	-	16,295.00
80	Sub to Let	Greenhouse Panels	10,000.00		10,000.00				\$ -		-	-	10,000.00
90	Belle Waterproofing	Joint sealants	18,000.00		18,000.00				\$ -		-	-	18,000.00
100	Sub to Let	Membrane roofing - Allow	10,000.00		10,000.00				\$ -		-	-	10,000.00
110	Precision Metals	doors/frames/dow-Supply	22,500.00		22,500.00				\$ -		-	-	22,500.00
120	MJ Connolly	Windows	6,125.00		6,125.00				\$ -		-	-	6,125.00
130	Ashlaur Construction	tile	1,000.00		1,000.00				\$ -		-	-	1,000.00
140	Ashlaur Construction	VCT, carpet & base	74,950.00		74,950.00			18,240.00	\$ 1,824.00		-	16,416.00	58,534.00
150	Sub to Let	Floor Substrate Repairs	5,000.00		5,000.00				\$ -		-	-	5,000.00
160	Durango Painting	Painting	57,100.00		57,100.00			45,680.00	\$ 4,568.00		-	41,112.00	15,988.00
170	C&S Construction	visual display - Supply	7,004.00		7,004.00			7,003.00	\$ 700.30		-	6,302.70	701.30
180	Ashlaur Construction	visual display - Install	9,741.00		9,741.00				\$ -		-	-	9,741.00
190	Sub to Let	path of travel improv.	13,798.93		13,798.93				\$ -		-	-	13,798.93
200	Sub to Let	Kitchen Hood	15,000.00		15,000.00				\$ -		-	-	15,000.00
210	Evergreen Specialties	window treatments	4,000.00		4,000.00				\$ -		-	-	4,000.00
220	A. Green Plus, Inc.	plumbing	139,725.00		139,725.00				\$ -		-	-	139,725.00
230	ACCH, Inc.	HVAC	120,000.00		120,000.00				\$ -		-	-	120,000.00
240	Sub to Let	Boiler Breaching	30,000.00		30,000.00				\$ -		-	-	30,000.00
250	Quantum Crossing LLC	electrical	72,321.00		72,321.00			43,397.60	\$ 4,339.26		-	39,053.34	33,267.66
260									\$ -		-	-	
270	Paschen Milhouse	DB Contingency	31,680.00		31,680.00				\$ -		-	-	31,680.00
280	Paschen Milhouse	DB Overhead & Fee	87,470.00		87,470.00		22,168.32	6,596.78	\$ 659.68		22,168.32	6,027.10	59,274.58
290	Paschen Milhouse	DB General Conditions	82,505.00		82,505.00		22,168.31	5,058.34	\$ 505.83		22,168.31	4,552.51	55,784.18
300	Paschen Milhouse	DB General Requirements	34,788.50		34,788.50				\$ -		-	-	34,788.50
310	Paschen Milhouse	bond	5,123.32		5,123.32			5,123.32	\$ 512.33		-	4,610.99	512.33
320	Paschen Milhouse	insurance	7,104.98		7,104.98			7,104.98	\$ 710.50		-	6,394.48	710.50
TOTAL page1													
			1,178,560.73		1,178,560.73		56,735.56	341,408.04	29,721.47		56,735.56	311,686.57	810,138.60

## PUBLIC BUILDING COMMISSION OF CHICAGO

Smyth

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

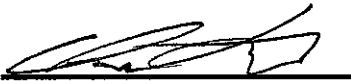
AMOUNT OF ORIGINAL CONTRACT	1,178,560.73	TOTAL AMOUNT REQUESTED	\$398,143.60
EXTRAS TO CONTRACT	-	LESS 10% RETAINED	\$29,721.47
TOTAL CONTRACT AND EXTRAS	1,178,560.73	NET AMOUNT EARNED	\$368,422.13
CREDITS TO CONTRACT	\$0.00	AMOUNT OF PREVIOUS PAYMENTS	\$56,735.56
ADJUSTED CONTRACT PRICE	1,178,560.73	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.

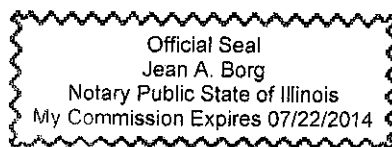


Name - Charles Freiheit  
Title - Vice President

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



Notary Public  
My Commission expires:



# 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 Smyth

of which

PUBLIC BUILDING COMMISSION OF CHICAGO

is the owner.

The undersigned, for and in consideration of

(\$ 311,686.57 ) 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 17th day of

July

, 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 Frenkel

of the PASCHEN/MILHOUSE, JV

who is the contractor for the

General Construction

work on the

building located at

Smyth

owned by

PUBLIC BUILDING COMMISSION OF CHICAGO

That the total amount of the contract including extras is

1,178,560.73

of which he has received payment of \$

56,735.56

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 of the 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	\$1,178,560.73	56,735.56	311,686.57	\$810,138.60
					\$ -
					\$ -
					\$ -
					\$ -
TOTAL LABOR AND MATERIAL TO COMPLETE		\$ 1,178,560.73	56,735.56	311,686.57	\$ 810,138.60

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 up or in connection with said work other than above stated.

Signed this 17th

day of

July

, 2013

Signature:

Subscribed and sworn to before me this

July

day of

July

, 2013

Notary Public

Official Seal

Jean A. Borg

Notary Public State of Illinois

My Commission Expires 07/22/2014