



## Public Building Commission of Chicago Contractor Payment Information

Project: 31<sup>st</sup> Street Harbor - Coastal

Contract Number: 1502R

General Contractor: Paschen Gillen Skipper Marine JV

Payment Application: #5

Amount Paid: \$916,678.62

Date of Payment to General Contractor: 12/3/10

The posting of all or any portion of a contractor's payment application on the PBC's website is done solely for the purpose of providing information to subcontractors with respect to the amount the contractor has requested as payment for its subcontractors on the posted portion of the payment application. The posting of this information is provided for in the PBC's Standard Terms and Conditions For Construction Contracts Section 16.09 entitled, Prompt Payment To Subcontractors. The PBC makes no representations or warranties with respect to any of the information provided by contractors on the contractors' payment applications. If you are a subcontractor, and have any questions regarding the information on a posted payment application, you should contact the general contractor

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

Date: November 3, 2010  
Project: 31<sup>ST</sup> Street Harbor-Coastal

To: Paschen / Gillen / Skipper Marine - Joint Venture  
In accordance with Resolution No. \_\_\_\_\_, adopted by the Public Building Commission of Chicago on \_\_\_\_\_ relating to the \$ \_\_\_\_\_ Revenue Bonds issued by the Public Building Commission of Chicago for the financing of this project (and all terms used herein shall have the same meaning as in said Resolution), I hereby certify to the Commission and to its Trustee, that:

1. Obligations in the amounts stated herein have been incurred by the Commission and that each item thereof is a proper charge against the Construction Account and has not been paid; and
2. No amount hereby approved for payment upon any contract will, when added to all amounts previously paid upon such contract, exceed 90% of current estimates approved by the Architect - Engineer until the aggregate amount of payments withheld equals 5% of the Contract Price (said retained funds being payable as set forth in said Resolution).

**THE CONTRACTOR:**  
PASCHEN / GILLEN / SKIPPER MARINE -JOINT VENTURE-- 8725 WEST HIGGINS, SUITE 200,  
CHICAGO, IL 60631

31<sup>ST</sup> Street Harbor-Coastal

Is now entitled to the sum of: \$916,678.62

|                             |                  |
|-----------------------------|------------------|
| ORIGINAL CONTRACT PRICE -   | \$ 30,316,650.00 |
| ADDITIONS -                 | \$               |
| DEDUCTIONS -                | \$               |
| NET ADDITION OR DEDUCTION - | \$               |
| ADJUSTED CONTRACT PRICE -   | \$ 30,316,650.00 |

TOTAL AMOUNT EARNED \$5,831,917.15

TOTAL RETENTION \$ 583,191.72

- a) Reserve Withheld @ 10% of Total Amount Earned  
but Not to Exceed 5% of Contract Price \$ 583,191.72
- b) Liens and Other Withholding \$ -0-
- c) Liquidated Damages Withheld \$ -0-

TOTAL PAID TO DATE (Include This Payment): \$5,248,725.43

LESS: AMOUNT PREVIOUSLY PAID: \$4,332,046.81

AMOUNT DUE THIS PAYMENT: \$916,678.62

  
Mike Witte, PBC

**OPUBLIC BUILDING COMMISSION OF CHICAGO**

**EXHIBIT A**

State of Illinois  
County of Cook

**CONTRACTORS SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT (1 OF 3)**

The Affiant, **Chuck Freiheit**, being first duly sworn on oath, deposes and says that he/she is Authorized Agent of **PASCHEN / GILLEN / SKIPPER MARINE -JOINT VENTURE**, an Illinois corporation, and duly authorized to make this Affidavit in behalf of said corporation, and individually; that he/she is well aquatinted with the facts herein set forth and that said corporation is the Contractor with the **Public Building Commission of Chicago**, Owner, under Contract No. **1502R** dated the 4<sup>th</sup> day of **May 2010**,

for **General Work of 31<sup>ST</sup> Street Harbor-Coastal**, located at **3155 S. Lake Shore Drive, Chicago, IL**, that the following statements are made for the purpose of procuring a partial payment of:

**(\$916,678.62) Nine Hundred Sixteen Thousand, Six Hundred Seventy-eight and 62/100**

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 for, and having done labor on said improvement. The respective amounts set forth opposite their names is the fully 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 each of them for such labor, materials, equipment, and services, furnished or prepared by each of them to or on account of said work, as stated:

PUBLIC BUILDING COMMISSION OF CHICAGO

App #5 Revised  
 PERIOD TO: 10/01/10-10/31/10

EXHIBIT A

PBC CONTRACT NO.: 1502R  
 FHP JOB NO.: 2407

State of Illinois  
 County of Cook

CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT (2 OF 3)

| NAME and ADDRESS   | TYPE OF WORK                           | TOTAL CONTRACT (inc. c.o.'S) | TOTAL WORK COMPLETE | LESS RETENTION (inc. current) | LESS NET PREVIOUS PAID | NET DUE THIS PERIOD | BALANCE TO BECOME DUE |
|--|--|------------------------------|---------------------|-------------------------------|------------------------|---------------------|-----------------------|
| Atrium, Inc<br>17113 Davey Rd<br>Lemont, IL 60439  | Landscaping                            | 20,000.00                    | 0.00                | 0.00                          | 0.00                   | 0.00                | 20,000.00             |
| Industrial Fence<br>1300 S. Kibourn Ave<br>Chicago, IL 60623                             | Fencing                                | 55,000.00                    | 36,000.00           | 3,600.00                      | 32,400.00              | 0.00                | 22,600.00             |
| Mega Steel Corp<br>PO Box 609<br>Franklin Park, IL 60131                                 | Steel Reinforcement                    | 98,000.00                    | 0.00                | 0.00                          | 0.00                   | 0.00                | 98,000.00             |
| Edward E. Gillen Co.<br>218 W. Becher St<br>Milwaukee, WI 53207                          | Mobilization / Demobilization          | 593,000.00                   | 593,000.00          | 59,300.00                     | 533,700.00             | 0.00                | 59,300.00             |
|  | Stone Work                             | 25,360,800.00                | 3,732,151.25        | 373,215.13                    | 2,454,857.51           | 904,078.62          | 22,001,863.88         |
|  | H-Piles                                | 459,550.00                   | 200,071.90          | 20,007.19                     | 180,064.70             | 0.00                | 279,485.29            |
|  | Sheeting                               | 187,000.00                   | 90,000.00           | 9,000.00                      | 81,000.00              | 0.00                | 106,000.00            |
|  | Surge Pipe                             | 30,000.00                    | 0.00                | 0.00                          | 0.00                   | 0.00                | 30,000.00             |
|  | Navigation Lights                      | 38,000.00                    | 0.00                | 0.00                          | 0.00                   | 0.00                | 38,000.00             |
|  | Misc Demo                              | 15,000.00                    | 14,000.00           | 1,400.00                      | 0.00                   | 12,600.00           | 2,400.00              |
|  | Misc Barging                           | 218,913.00                   | 0.00                | 0.00                          | 0.00                   | 0.00                | 218,913.00            |
| F.H. Paschen, S.N. Nielsen & Assoc.LLC<br>8725 W. Higgins Suite 200<br>Chicago, IL 60631 | Mobilization/Demobilization            | 1,507,000.00                 | 1,156,000.00        | 115,600.00                    | 1,040,400.00           | 0.00                | 466,600.00            |
|  | General Conditions / OH & P            | 180,000.00                   | 10,694.00           | 1,069.40                      | 9,624.60               | 0.00                | 170,375.40            |
|  | Concrete                               | 417,250.00                   | 0.00                | 0.00                          | 0.00                   | 0.00                | 417,250.00            |
|  | Earthwork                              | 825,964.00                   | 0.00                | 0.00                          | 0.00                   | 0.00                | 825,964.00            |
|  | Trench Drain Furnish- to be let        | 10,000.00                    | 0.00                | 0.00                          | 0.00                   | 0.00                | 10,000.00             |
|  | Open Steel Grid Bridge Deck -to be let | 65,732.00                    | 0.00                | 0.00                          | 0.00                   | 0.00                | 65,732.00             |
|  | Misc Metals- to be let                 | 23,000.00                    | 0.00                | 0.00                          | 0.00                   | 0.00                | 23,000.00             |
|  | Landscaping- to be let                 | 173,941.00                   | 0.00                | 0.00                          | 0.00                   | 0.00                | 173,941.00            |
|  | Graffiti Coatings- to be let           | 19,500.00                    | 0.00                | 0.00                          | 0.00                   | 0.00                | 19,500.00             |
|  | Cauking- to be let                     | 19,000.00                    | 0.00                | 0.00                          | 0.00                   | 0.00                | 19,000.00             |
|  | Subs to let - Misc                     |                              |                     |                               |                        |                     |                       |
| <b>TOTALS</b>  |  | <b>30,316,650.00</b>         | <b>5,831,917.15</b> | <b>583,191.72</b>             | <b>4,332,046.81</b>    | <b>916,678.62</b>   | <b>25,067,924.57</b>  |

PUBLIC BUILDING COMMISSION OF CHICAGO

EXHIBIT A

State of Illinois  
County of Cook

CONTRACTORS SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT (3 OF 3)

|                             |                 |                             |                 |
|-----------------------------|-----------------|-----------------------------|-----------------|
| Amount of Original Contract | \$30,316,650.00 | Total Amount Requested      | \$ 5,831,917.15 |
| Extras to Contract          | \$0             | Less 10% Retention          | \$ 583,191.72   |
| Total Contract & Extras     | \$30,316,650.00 | Net Amount Earned           | \$ 5,248,725.43 |
| Credits to Contract         | \$0             | Amount of Previous Payments | \$ 4,332,046.81 |
| Net Amount of Contract      | \$30,316,650.00 | Amount Due This Payment     | \$ 916,678.62   |
|                             |                 | Balance to Complete         | \$25,067,924.57 |

Contractor certifies that to the best of its knowledge, information and belief, the work is in accordance with the Contract Documents; that suppliers of materials, services, labor and all Subcontractors (including all significant sublevels thereof) are being currently paid, and that the amount of the payments applied for are justified. These provisions should not be construed as conferring any rights hereunder for the benefit of Subcontractors, suppliers, workers or employees, nor as enlarging or altering the application or effect of existing lien laws.

That the Waivers of Lien and submitted herewith by Affiant for Affiant and each of the aforesaid persons, are true, correct and genuine; that each and every Waiver of Lien was delivered unconditionally; that there is no claim either legal or equitable to defeat the validity of any of said Waivers of Lien; that said Waivers of Lien include such Waivers of Lien from all Subcontractors, suppliers of materials or other agents acting on behalf of Affiant in connection with the Work or arising out of the Work; and that so far as Affiant has knowledge or information, the said Waivers of Lien include all the labor and material for which a claim could be made and for which a lien could be filed.


That neither the partial payment 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 liens remains unsatisfied after all payments are made, the Contractor shall refund to the PUBLIC BUILDING COMMISSION OF CHICAGO all moneys that the latter may be compelled to pay in discharging such a lien including all costs and a reasonable attorneys fee.

  
Authorized Agent

Chuck Freiheit

Subscribed and sworn to before me this 3rd of, November 2010.

  
Notary Public

My Commission Expires:

