

Project: Rosenblum Park Redevelopment

Contract Number: 1541

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

Payment Application: #3

Amount Paid: \$412,576.60

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

The posting of all or any portion of a contractor's payment application on the PBC's website is done solely for the purpose of providing information to subcontractors with respect 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:August 7, 2012Project:ROSENBLUM PARK DEVELOPMENT PROJECTPBC #:1541

Monthly Estimate No.: 003 For the Period: \_\_\_\_7/1/12 to \_7/31/12

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

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

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

#### THE CONTRACTOR: F.H. PASCHEN, S.N. NIELSEN & ASSOCIATES LLC. 5515 N. EAST RIVER ROAD, CHICAGO, IL 60656

#### **ROSENBLUM PARK DEVELOPMENT PROJECT**

Is now entitled to the sum of: \$ 412,576.6	50			
ORIGINAL CONTRACT PRICE -	\$	3,183,000.00		
ADDITIONS -	\$	-		
DEDUCTIONS -	\$	-		
<b>NET ADDITION OR DEDUCTION -</b>	\$			
ADJUSTED CONTRACT PRICE -	\$	3,183,000.00		
TOTAL AMOUNT EARNED			<u>\$</u>	788,731.18
TOTAL RETENTION			<u>\$</u>	78,873.12
a) Reserve Withheld @ 10% of Total Amount Earned				
but Not to Exceed 5% of Contract Price	\$	78,873.12		
b) Liens and Other Withholding	\$	-		
c) Liquidated Damages Withheld	\$	-		
TOTAL PAID TO DATE (Include This Payment):			<u>\$</u>	709,858.06
LESS: AMOUNT PREVIOUSLY PAID:			<u>\$</u>	297,281.46
AMOUNT DUE THIS PAYMENT:			<u>\$</u>	412,576.60

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

COUNTY OF: COOK	COOK											
The Affiant ( he/she is well	The Affiant, Chuck Freiheit, being first duly swom on oath, deposes and says that he/she is Vice President of F.H. Paschen, S.N. Nielsen & Associates LLC, an Illinois corporation, and duly authorized to make this Affidavit in behalf of said corporation, and individually, that he/she is well aquatimed with the facts herein set forth and that said corporation is the Contractor with the Public Building Commission of Chicago, Owner, under Contract No. 1537 dated the 28th day of December 2011, for the General Construction on the following project: ROSENBLUM PARK DEVELOPMENT PROJECT 1911 EAST 75TH STREET CHICAGO, IL	, deposes and says that that said corporation is R 1	a he/she is Vice President of F.H. Paschen, S.N. Nielsen is the Contractor with the Public Building Commission ROSENBLJUR PARK DEVELOPMENT PROJECT 1911 EAST 75TH STREET CHICAGO, IL	nt of F.H. Paschen, S. he Public Building C. DEVELOPMENT F REET	N. Nielsen & Associat ommission of Chicago, <b>&gt;RCJECT</b>	es LLC, an Illinois co Owner, under Contra	rporation, and duly au oct No. 1537 dated the	thorized to make this 28th day of Decembe	Affidavit in behalf of r 2011, for the Genera	said corporation, and i A Construction on the I	ndividually; that following project:	
That the folic furnished or p	That the following statements are made for the purpose of procuring a partial payment of: <u> <u> </u> <u> </u></u>	procuring a partial payn rvices for, and have dor	nent of:	venent, That, the resp	412,576.60 u pective amounts set for	412,576.60 under the terms of said contract; mounts set forth opposite their names in the f	contract; That, for the es in the full amount o	e purpose of said Cont f money due and to be	tract, the following pe scome due to each of i	That, for the purpose of said Contract, the following persons have been contracted with, and have all amount of money due and to become due to each of them respectively;	icted with, and have	
That, the work for whit That this statement is a of said work, as stated:	That, the work for which payment has been requested has been completed, free and clear of any and all claims, liens, charges and expenses of any kind whatsoever and in full compliance with the Contract Document and the requirements of said Owner under them. That this statement is a full, true, and complete statement of all such persons and of the full amount now due and the amount heretofore paid each of them for such labor, materials, equipment, and services, furnished or prepared by each of them to or on account of said work, as stated:	been completed, free an of all such persons and c	d clear of any and all c of the full amount now	daims, liens, charges due and the amount l	and expenses of any ki heretofore paid each of	nd whatsoever and in 7 them for such labor, a	full compliance with t materials, equipment,	he Contract Documen and services, furnishe	it and the requirement d or prepared by each	liance with the Contract Document and the requirements of said Owner under the equipment, and services, furnished or prepared by each of them to or on account	them; int	
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CSI DESIGNATION AND TYPE OF WORK	SUBCONTRACOR NAME and ADDRESS	ORIGINAL CONTRACT AMOUNT	CHANGE ORDERS	ADJUSTED CONTRACT TOTAL	% COMPLETE	PREVIOUS	CURRENT	 TOTAL	RETAINAGE	LESS NET PREVIOUS	DUE THIS	BALANCE TO BECOME
02122-02920	Atrium	311,195,00	-45,733.00	265,462.00	7.60%	20,180.00	0,00	20,180.00	2,018.00	18,162.00	0.00	247,300.00
Landscaping	17113 Davey Rd.											
	Lemont, IL 60439											
		222	>	2020	0.000/	0.00	~~~~	0.00	0.00	0.00	n n	2 950 00
2010	DOTA IN Enroet Proof	£,000,00	0.00									
	Freeport, IL 61032											
02207-02511	Beverly Asphalt Paving	118,350.00	0.00	118,350.00	0.00%	0.00	0.00	0.00	0.00	0.00	0,00	118,350.00
Asphalt	1514 W. Pershing Rd.											
	Chicago, IL 60609											
02010-02731	CD Chidester Excavating, Inc	445,200.00	-2,655.23	447,855.23	35.29%	89,952.31	68,100.00	158,052.31	15,805.23	80,957.08	61,290.00	305,608.15
Earthwork	9017 S. Normantown Rd.											
	Naperville, IL 60564			****								
02830-02871&13120 Fence Masters	Fence Masters	240,461.00	0.00	240,461.00	18.51%	44,500.00	0.00	44,500.00	4,450.00	40,050.00	0.00	200,411.00
Fencing	20400 S. Cottage Grove Ave											
Site Furnishing	Chicago, IL 60411											
							,	2		2	~~~	
02511 Asnhalt Coation	1951 N Rose Street	17,430,00	0,00	17,430.00	0.00%	0.00	0.00	0.00	0.00	0,00	0.00	17,400,00

Franklin Park, IL 60131

CONTRACTOR: F.H. PASCHEN, S.N. NIELSEN & ASSOCIATES LLC. 5515 N. EAST RIVER ROAD, CHICAGO, IL 60656

DATE:

8/7/2012

PROJECT: ROSENBLUM PARK DEVELOPMENT PROJECT PBC #: 1541 JOB LOCATION: 1911 EAST 75TH STREET CHICAGO, IL

Monthly Estimate No.: 003

OWNER: PUBLIC BUILDING COMMISSION OF CHICAGO

STATE OF: ILLINOIS

For the Period: \_\_\_\_7/1/12 to \_7/31/12

OH&P	Subtotar General Commons Contingency, Allowances,	Subs to Let		Allowances - Sitework	Construction Contingency Allowances - Sitework	Mobilization/Bond/Insurance Construction Contingency Allowances - Sitework	General Conditions/OH&P Mobilization/Bond/Insurany Construction Contingency Allowances - Sitework	Subtotal Subcontractor Costs General Conditions/OH&P Mobilization/Bond/Insurance Construction Contingency Allowances - Sitework																											
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222		0.00	135,000.00	100,000.00	5,000.00	388,161.74	1,644,980,20		وخداعه والمحافظ	- Series - Ser	9,260.50	9,260.50	9,260.50	137,045.00 9,260.50	137,045.00	72,550,00	72,550.00 137,045.00 9,260.50	72,550.00 137,045.00 9,260.50	72,550.00	398,950.00 72,550.00 137,045.00 9,260.50	398,950.00 72,550.00 137,045.00 9,260.50	398,950.00 72,550.00 137,045.00 9,260.50	35,163.40 398,950.00 772,550.00 137,045.00 9,260.50	35,163.40 398,950.00 72,550.00 137,045.00 9,260.50	35,163,40 398,950.00 137,045.00 9,260.50	442.10 35,163.40 398,950.00 772,550.00 137,045.00 9,260.50	442.10 35,163.40 388,950.00 72,550.00 137,045.00 9,260.50	442.10 35,163.40 398,950.00 137,045.00 9,260.50	8,750.00 442.10 35,163.40 72,550.00 137,045.00 9,260.50	8,750.00 35,163.40 398,950.00 137,045.00 9,260.50	8,750.00 35,163.40 398,950.00 137,045.00 9,260.50	161,770.05 8,750.00 3442.10 398,950.00 72,550.00 137,045.00 9,260.50	161,770.05 8,750.00 35,163.40 39,2550.00 137,045.00 9,260.50	161,770.05 8,750.00 35,163.40 398,950.00 137,045.00 9,260.50	129,000.00 161,770.05 8,750.00 35,163.40 398,950.00 772,550.00 137,045.00 9,260.50

# PUBLIC BUILDING COMMISSION OF CHICAGO

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

\$ 412,576.60	Net Amount Due this Payment \$	Adjusted Total Contract \$ 3,183,000.00
\$ 297,281.46	Previously Paid \$	Credits to Contract \$ -
\$ 709,858.06	Net Amount Earned \$	Total Contract and Extras \$ 3,183,000.00
\$ 78,873.12	Total Retained \$	Extras to Contract \$ -
\$ 788,731.14	Work Completed to Date \$	Amount of Original Contract \$ 3,183,000.00

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

laws. 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 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

information, the said Waivers of Lien include all the labor and material for which a claim could be made and for which a lien could be filed. That neither the partial payment for any part thereof has been assigned; That 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

be compelled to pay in discharging such a lien including all costs and a reasonable attorneys fee. 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

Signed:

(to be signed by the President or Vice President)

Printed Name: Chuck Freiheit

Title

Vice President

My Commission Expires 1-8-0

Subscribed and sworn before me this

B

day of

OFFICIAL SEAL KRISTINA L ERDMANN NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:06/08/14