

Public Building Commission of Chicago Contractor Payment Information

Project: Locke Elementary Renovation

Contract #: PS3025D

Contractor: Berglund Construction

Payment Application: #26

Amount Paid: \$ 71,739.23

Date of Payment to Contractor: 10/20/21

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 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, you should contact the Contractor.

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

| DATE: | 10/5/2021 | | | | |
|--|---|--|---|--|---------------------------|
| PROJECT: CPS | Locke Elementary Res | novation | | | |
| Pay Application No.: For the Period: Contract No.: | 26 9/1/2021 P\$3025D | to <u>9/30/2021</u> | | | |
| issued by the Public Bui I hereby certify to the Co 1. Oblig Cons 2. No a curre | Iding Commission of Chammission and to its Tru- partitions in the amounts struction Account and ha mount hereby approved intestimates approved it | icago for the financing of this istee, that: tated herein have been incurre is not been paid; and if or payment upon any contractions. | project (and all terms ed by the Commission ct will, when added to il the aggregate amou | used herein shall have the same and that each item thereof is a p all amounts previously paid upor int of payments withheld equals 5 | proper charge against the |
| THE CONTRACTOR: | | l Construction ker Drive, Suite 2450, Chicago, IL 6 | 0601 | | |
| FOR: General Cons | truction Services | | <u>-</u> | 1. | |
| ORIGINAL CONTRACT | OR PRICE | \$24,160,000.0 | 0_ | | |
| ADDITIONS | - | \$0.0 | <u>0</u> | | |
| DEDUCTIONS | - | \$0.0 | 0_ | | |
| NET ADDITION OR DE | DUCTION | \$0.0 | <u>0</u> _ | | |
| ADJUSTED CONTRAC | T PRICE | \$24,160,000.0 | 0 | | |
| TOTAL AMOUNT EARN | NED | | | \$ | 22,453,564.82 |
| TOTAL RETENTION | ····· | No. | , | \$ | 358,124.02 |
| | neld @ 1% of Total Amo eed 1% of Contract Pric er Withholding | | \$ 358,124.02 \$ - | - - | |
| c) Liquidated Dar | mages Withheld | | \$ - | - - | |
| TOTAL PAID TO DATE | (Include this Payment |) | | \$ | 22,095,440.80 |
| LESS: AMOUNT PREV | IOUSLY PAID | | | \$ | 22,023,701.57 |
| AMOUNT DUE THIS PA | AYMENT | | | \$ | 71,739.23 |
| | | | | | |
| Architect Engineer: | | | | | |
| signature, date | | | | | |
| | | | | , | |

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 51117 To Owner: Public Building Commission of Chicago 26 Distribution to: Project: 519012- CPS Locke Elementary Application No.: Owner Renovation 50 West Washington Street Room 200 **Architect** Richard J Daley Center Period To: 9/30/2021 Contractor Chicago, IL 60602 From Contractor: Berglund Construction Via Architect: RADA Architects 8410 S South Chicago Avenue 233 N. Michigan Avenue, Suite 1900 Project Nos: Chicago IL 60601 Chicago, IL 60617 **Contract Date:** Contract For:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

| 1. Original Contract Sum | \$24,160,000.00 |
|---|-----------------|
| 2. Net Change By Change Order | \$0.00 |
| 3. Contract Sum To Date | \$24,160,000.00 |
| 4. Total Completed and Stored To Date | \$22,453,564.82 |
| 5. Retainage: a. 1.59% of Completed Work b. 0.00% of Stored Material \$0.00 | |
| Total Retainage | \$358,124.02 |
| 6. Total Earned Less Retainage | \$22,095,440.80 |
| 7. Less Previous Certificates For Payments | \$22,023,701.57 |
| 8. Current Payment Due | \$71,739.23 |
| 9. Balance To Finish, Plus Retainage | \$2,064,559.20 |

| CHANGE ORDER SUMMARY | Additions | Deductions |
|--|-----------|------------|
| Total changes approved in previous months by Owner | \$0.00 | \$0.00 |
| Total Approved this Month | \$0.00 | \$0.00 |
| TOTALS | \$0.00 | \$0.00 |
| Net Changes By Change Order | \$0.00 | |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

Berglund Construction

| By: Fred Berglund | Date:い/ S/ Z I |
|--|--|
| State of: Winos S Subscribed and swarn to before me this S Notary Public: My Commission expires: W | County of: COOK day of October 2021 |

ARCHITECT'S CERTIFICATE FOR PAYMEN

In accordance with the Contract Documents, based comprising the above application, the Architect cert Architect's knowledge, information, and belief, the the quality of the Work is in accordance with the Contra is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$71.739.23

(Attach explanation if amount certified differs from the amount applied, Initial all figures on Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: Date: 10/05/21

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

PUBLIC BUILDING COMMISSION OF CHICAGO

EXHIBIT A CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT (3 of 3)

| AMOUNT OF ORIGINAL CONTRACT | \$24,160,000.00 | TOTAL AMOUNT REQUESTED | \$22,453,564.82 |
|-----------------------------|-----------------|-----------------------------|-----------------|
| EXTRAS TO CONTRACT | \$0.00 | LESS 1% RETAINED | \$358,124.02 |
| OTAL CONTRACT AND EXTRA | \$24,160,000.00 | NET AMOUNT EARNED | \$22,095,440.80 |
| CREDITS TO CONTRACT | \$0.00 | AMOUNT OF PREVIOUS PAYMENTS | \$22,023,701.57 |
| ADJUSTED CONTRACT PRICE | \$24,160,000.00 | AMOUNT DUE THIS PAYMENT | \$71,739.23 |
| | | BALANCE TO COMPLETE | \$2,064,559.20 |

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.

Title: President

Subscribed and sworn to before me this 5th day of October, 2021.

My Commission expires: May 17, 2025