

Public Building Commission of Chicago Contractor Payment Information

Project: Brooks College Prep Athletic Amenities

Contract Number: PS3025A

Contractor: The BOWA Group, Inc.

Payment Application: #2

Amount Paid: \$ 2,306,824.24

Date of Payment to Contractor: 12/3/19

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: 10/29/2019 | | | | |
|---|---|-----------------------|-------------------------------|--|
| PROJECT: Gwendolyn Brooks Coll | ege Preparatory Academy High | School | l | |
| Pay Application No.: 2 For the Period: 7/29/2019 Contract No.: PS3025A | to <u>9/30/2019</u> | | | |
| In accordance with Resolution No, a issued by the Public Building Commission of Resolution), I hereby certify to the Commissi | Chicago for the financing of this pon and to its Trustee, that: | oroject (and alí 1er | ms used herein shall have l | he same meaning as in said |
| Construction Account and 2. No amount hereby approv of current estimates approv | hes not been paid; and yed for payment upon any contrac | t will, when added | d to all amounts previously p | eof is a proper charge against the paid upon such contract, exceed 90% ald equals 5% of the Contract Price |
| THE CONTRACTOR: The B | owa Group, Inc. | | | |
| FOR: | | | | |
| is now entitled to the sum of: | \$ | 2,306,824.24 | | |
| ORIGINAL CONTRACTOR PRICE | \$3,160,000.00 | | | |
| ADDITIONS | \$0.00 | | | |
| DEDUCTIONS | \$0.00 | | | |
| NET ADDITION OR DEDUCTION | \$0.00 | | | |
| ADJUSTED CONTRACT PRICE | \$3,160,000.00 | | | |
| | | | | |
| TOTAL AMOUNT EARNED | | | \$ | 2,870,709.00 |
| TOTAL RETENTION | | | \$ | 287,070.90 |
| a) Reserve Withheld @ 10% of Total a but Not to Exceed 5% of Contract F b) Liens and Other Withholding | | \$ 287,070.90 \$ - | | |
| c) Liquidated Damages Withheld | | \$ - | a e | |
| TOTAL PAID TO DATE (Include this Payme | ent) | į | \$ | 2,583,638.10 |
| LESS: AMOUNT PREVIOUSLY PAID | | , | S | 276,813.86 |
| AMOUNT DUE THIS PAYMENT | | • | \$ | 2,306,824.24 |
| Architect Engineer: | /19 | | | |

signature, date

PUBLIC BUILDING COMMISSION OF CHICAGO

EXHIBIT 6

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

CONTRACTOR The Bowa Group, Inc.

Project Wants Gwendolyn Brooks College Preparatory Academy High School 05.08

Job Location 250 East 111th Street, Chicago, IL

Owner Public Building Commission Of Chicago

APPLICATION FOR PAYMENT #2

STATE OF HAINOIS | SS

The atlant, being first duty aworn on oath, deposes and says that he/she is __ind_ Oss______of __Controller______ an illancis corporation, and duty authorized to make this Alfidavis in behalf of said corporation, and individually, that he/she is well acquainted with the facts berein set forth and that said corporation is the Contractor with the PUBLIC BUILDING COMMISSION OF CHICAGO, Owner, under Contract No. _PS3025A___ dated the _13th__day of _February___, 20_19_, for the following project:

Gwendidyn Brushs College Preparatory Academy High School

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

2,306,824.24

That the work for which payment is requested has been completed, free and clear of any end all clears, liens, charges, and expenses of any kind or nature whatsoever, and in full compliance with the confinct 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 motory due and to become due to each of them respectively. That this statement is a full, fune, and complete statement of all such prepared in all such prepared materials, and services, furnished or prepared by each of them to or on account of eald work, as stated:

| | | | | | | Whik Gampleted | | | ─ | | | | |
|-------|-----------------------------|------------------------------|-----------------------------|---------------|-------------------------|----------------|------------|--------------|---------------|------------|---------------------|----------------|------------------|
| пем* | Bubourstour/Cur e & Address | Type of White | Original contract amount | Change Orders | Adjunised Contract Anni | 4 Conglete | Prayfous | Current | Total to date | retainage | net provious biting | Het amount duo | remaining to bit |
| IA. | Bowa Construction | Preconstruction Services | 60,280,00 | | 60,280.00 | 100% | 60,260.00 | 0.00 | 60,280.00 | 6,028.00 | 54,252.00 | 0.00 | 0.00 |
| 018 | Bowe Construction | General Conditions | 181,989.60 | | 181,989.60 | 100% | 90,994.80 | 90,994.80 | 181,989.60 | 18,198.96 | 81,895,32 | 81,895.32 | 0,00 |
| JIG. | Boye Construction | General Requirements | 115,633.38 | | 115,633.38 | 01% | 25,000.00 | 45,000.00 | 70,000.00 | 7,000.00 | 22,500.00 | 40,500,00 | 45,633.38 |
| DID | Bowe Construction | Construction Management Fee | 133,439,73 | | 133,439.73 | 95% | 66,719.87 | 59,989,24 | 126,709.11 | 12,670.91 | 50,047.88 | 53,990.32 | 6,730.63 |
| DIE | Bowe Construction | Insurance | 34,679.86 | | 34,679.86 | 100% | 34,679.86 | 0.00 | 34,679.86 | 3,467.99 | 31,211.87 | 0.00 | 0.00 |
| DIE | Bowe Construction | Payment and Performance Bond | 29,896.43 | | 29,896,43 | 100% | 29,896.43 | 0,00 | 29,896.43 | 2,989.64 | 26,906.79 | 0.00 | 0.00 |
| 22A | Bowe Construction | General Trades | 0.00 | | 0.00 | 0% | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 13A | Carroll Seating | Specialities - Elleachers | 839,007.00 | | 839,007.00 | 100% | 0.00 | 839,007,00 | 839,007.00 | 83,900.70 | 0.00 | 755,106.30 | 0.00 |
| 2A. | Cettle Utility | Plumbing | 15,900.00 | | 15,900.00 | 100% | 0.00 | 15,900,00 | 15,900,00 | 1,590.00 | 0.00 | 14,310.00 | 0.00 |
| ZJA | Shevinen Mechanical | HVAC/Mechanical | 29,880.00 | | 79,880.00 | 100% | 0.00 | 79,880.00 | 79,880.00 | 2,988.00 | 0.00 | 71,892,00 | 0.00 |
| BA. | Pace Systems | Electric | 742,455.00 | | 742,455.00 | 100% | 0.00 | 742,455,00 | 742,455.00 | 74,245.50 | 0.00 | 668,209.50 | 0.00 |
| RA. | Cerroll Seating | Communications - PA System | 105,029.00 | | 105,029.00 | 100% | 0.00 | 105,029.00 | 105,029.00 | 10,502.90 | 0.00 | 94,526.10 | 0.00 |
| IIA . | T&D Excavation | Excavation/Site Work | 0.00 | 83,835.00 | 83,835.00 | 0% | 0.00 | 83,835.00 | 83,835.00 | 8,383.50 | 0,00 | 75,451.50 | 0.00 |
| 12A | TBD | Landscaping | 0.00 | | 0.00 | 0% | 0.00 | 0,00 | 0.00 | 0.00 | 0,00 | 0.00 | 0.00 |
| 326 | TBD | hrigalion | 0.00 | | 0.00 | 0% | 0.00 | 0.00 | 0.00 | 0.00 | 0,00 | 0.00 | 0.00 |
| 11A. | Cettic Utilities | Site Utilities | 493,810.00 | 7,238.00 | 501,048.00 | 100% | 0.00 | 501,048.00 | 501,048.00 | 50,104.80 | 0.00 | 450,943.20 | 0.00 |
| | Bowe Construction | CM Contingency | 114,000.00 | (7,238.00) | 106,762.00 | 0% | 0.00 | 0.00 | 0.00 | 0.00 | 0,00 | 0.00 | 106,762.00 |
| | Public Building Commission | Commissions Contingency | 114,000.00 | 0.00 | 114,000.00 | 014 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 114,000.00 |
| | Public Building Commission | Site Work Allowance | 100,000.00 | (83,835.00) | 16,165,00 | 0% | 0,00 | 0.00 | 0.00 | 0.00 | 0,00 | 0.00 | 16,165.00 |
| | 2.000 | | | | 0.00 | 0% | 0.00 | 0.00 | 0.00 | 0.00 | 0,00 | 0.00 | 0.00 |
| | | | | | 0.00 | 0% | 0.00 | 0.00 | 0.00 | 0.00 | 0,00 | 0.00 | 0.00 |
| | | | | | 0.00 | 0% | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | | 0.00 | 0% | 0.00 | 0.00 | 0.00 | 0.00 | 0,00 | 0.00 | 0.00 |
| | | | | | 0.00 | 014 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | | | 0.00 | 0% | 0,00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | | 3,160,000.00 | 0.00 | 3,160,000.00 | 91% | 307,570.96 | 2,563,138.04 | 2,870,709.00 | 287,070.90 | 276,813.86 | 2,305,824.24 | 289,291.00 |

| | | | | | | Viork Completed | | | | | | | |
|------------|--------------------------------|--|---|---------------|-----------------------|-----------------|----------|----------------------|---------------|------------|----------------------|----------------------|--------------|
| UEM N | But contractor (Libror Address | Type of Work | Chighral cyntract. Amburis | Change Orders | Adjusted Contract Amt | % Complete | Previous | Current | Total to data | retalhage | net previous billing | trell emoturit dice | remarking to |
| | | | | | 0.00 | | | | 0.00 | 0.00 | | 0.00 | 0.00 |
| | | | | | 0.00 | | | | 0.00 | 0.00 | | 0.00 | 0.00 |
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| | | | | | 0.00 | | | | 0.00 | 0.00 | | 0.00 | 0,00 |
| | | | | | 0.00 | (+ | | | 0.00 | 0.00 | | 0.00 | 0,00 |
| | | | | | 0.00 | | | | 0.00 | 0,00 | W. T. J. L. E. | 0.00 | 0.00 |
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| 7 | | | | | 0.00 | | | | 0.00 | 0.00 | | 0.00 | 0.00 |
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| | | | | 200 | 0.00 | | 0.00 | 0.00 | 0.00 | 0 | 0.00 | 0.00 | 0 |
| OTAL page | 12 | | 0.00 | 0.00 | 0.00 | | | | | | | 2001 | |
| | | | 3,160,000.00 0.00 | 0.00 | 3,160,000.00 0.00 | | 0.00 | 2,563,138.04 0.00 | 0.00 | 0.00 | 0.00 | 2,305,824,24 0,00 | 289,291 0 |
| ioi page 1 | | | 3,160,000.00 | 0.00 | 3,160,000.00 | | | 2,563,138.04 | | 282,070,90 | 276.813.85 | 2,306,824.24 | 289,291 |

PUBLIC BUILDING COMMISSION OF CHICAGO

EXHIBIT A CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT (4 of 4)

| AMOUNT OF ORIGINAL CONTRACT | \$3,160,000.00 | TOTAL AMOUNT REQUESTED | \$2,870,709.00 |
|-----------------------------|----------------|-----------------------------|----------------|
| EXTRAS TO CONTRACT | \$0.00 | LESS 10% RETAINED | \$287,070.90 |
| OTAL CONTRACT AND EXTRAS | \$3,160,000.00 | NET AMOUNT EARNED | \$2,583,638.10 |
| CREDITS TO CONTRACT | \$0.00 | AMOUNT OF PREVIOUS PAYMENTS | \$276,813.86 |
| ADJUSTED CONTRACT PRICE | \$3,160,000.00 | AMOUNT DUE THIS PAYMENT | \$2,306,824.24 |
| | | BALANCE TO COMPLETE | \$289,291.00 |

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: Linda Osa Title: Controller

Subscribed and sworn to before me this 29th day of October, 2019.

Notary Public
My Commission expires: 1-3-2

EHIMWENMAN PARKER Official Seal Notary Public - State of Illinois My Commission Expires Jan 3, 2023

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