



## Public Building Commission of Chicago Contractor Payment Information

Project: Rogers Elementary School & Annex

**Contract #:PS3021F**

Contractor: Henry Bros. Company

Payment Application: **#23**

Amount Paid: **\$ 62,980.77**

Date of Payment to Contractor: **4/30/21**

**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 to 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.**

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

DATE: 3/31/2021

PROJECT: Rogers Elementary School

Pay Application No.: 23  
 For the Period: 3/1/2021 to 3/31/2021  
 Contract No.: 05295

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> Henry Bros. Co.	
<b>FOR:</b>	
Is now entitled to the sum of: \$ _____	\$ 62,980.77

ORIGINAL CONTRACTOR PRICE	\$10,100,000.00
ADDITIONS	\$6,060,000.00
DEDUCTIONS	\$0.00
NET ADDITION OR DEDUCTION	\$6,060,000.00
ADJUSTED CONTRACT PRICE	\$16,160,000.00

TOTAL AMOUNT EARNED	\$ 16,280,811.64
TOTAL RETENTION	\$ 651,504.84
a) Reserve Withheld @ 10% of Total Amount Earned, but Not to Exceed 5% of Contract Price	\$ 651,504.84
b) Liens and Other Withholding	\$ -
c) Liquidated Damages Withheld	\$ -
TOTAL PAID TO DATE (Include this Payment)	\$ 15,629,306.80
LESS: AMOUNT PREVIOUSLY PAID	\$ 15,566,326.03
AMOUNT DUE THIS PAYMENT	\$ 62,980.77

Architect Engineer: \_\_\_\_\_  
 signature, date

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
**EXHIBIT B**  
**CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT (1 of 2)**

Project Name: Rogers Elementary School  
 PBC Project #: 05295  
 Job Location: 7345 N. Washtenaw Avenue  
 Owner: Public Building Commission Of Chicago  
 CONTRACTOR: Henry Bros. Co.  
 APPLICATION FOR PAYMENT # 23

The affiant, being first duly sworn on oath, deposes and says that he/she is George W. Ferrell, President, of Henry Bros. Co., 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. 05415 dated the 13th day of February, 2019, for the following project:

Rogers Elementary School

That the following statements are made for the purpose of procuring a partial payment of 62,980.77 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	AM2	Initial GMP	Change Orders	Adjusted Contract Amt	Work Completed			Retainage	net previous billing	Net amount due	remaining to bill	
								% Complete	Previous	Current					
1	Henry Bros. Co	Pre-Construction Services	176,386.00		176,386.00		176,386.00	100%	176,386.00	0.00	176,386.00	-	176,386.00	0.00	0.00
2	Henry Bros. Co.	GC Staff Only	469,530.00	422,208.00	891,736.00	284,560.00	1,176,298.00	100%	1,176,298.00	0.00	1,176,298.00	-	1,176,298.00	0.00	0.00
3	Henry Bros. Co.	Bond	103,041.00	61,731.00	164,772.00		164,772.00	100%	164,772.00	0.00	164,772.00	-	164,772.00	0.00	0.00
4	Henry Bros. Co	2 Yr Pollution Insurance	29,060.00		29,060.00		29,060.00	100%	29,060.00	0.00	29,060.00	-	29,060.00	0.00	0.00
5	Henry Bros. Co	General Liability Insurance	116,869.00		116,869.00		116,869.00	100%	116,869.00	0.00	116,869.00	-	116,869.00	0.00	0.00
6	Henry Bros. Co.	Builders Risk Insurance	25,680.00	1,280.00	26,880.00		26,880.00	100%	26,880.00	0.00	26,880.00	-	26,880.00	0.00	0.00
7	Henry Bros. Co	Fee	398,165.06	201,498.11	599,663.17	15,736.73	555,399.90	96%	533,184.90	0.00	533,184.90	-	533,184.90	0.00	22,215.00
8	Henry Bros. Co	Mobilization	15,157.00		15,157.00		15,157.00	100%	15,157.00	0.00	15,157.00	454.71	14,702.29	0.00	454.71
9	Henry Bros. Co	Machine Moves	20,000.00		20,000.00		20,000.00	100%	20,000.00	0.00	20,000.00	600.00	19,400.00	0.00	600.00
10	Henry Bros. Co	Layout	15,000.00		15,000.00		15,000.00	100%	15,000.00	0.00	15,000.00	450.00	14,550.00	0.00	450.00
11	Henry Bros. Co.	Silt Fence	9,500.00		9,500.00		9,500.00	100%	9,500.00	0.00	9,500.00	285.00	9,215.00	0.00	285.00
12	Henry Bros. Co.	Inlet Protection	5,000.00		5,000.00		5,000.00	100%	5,000.00	0.00	5,000.00	150.00	4,850.00	0.00	150.00
13	Henry Bros. Co.	Tree Removal	19,500.00		19,500.00		19,500.00	100%	19,500.00	0.00	19,500.00	585.00	18,915.00	0.00	585.00
14	Henry Bros. Co.	Temp Seed/Erosion Control	4,500.00		4,500.00		4,500.00	100%	4,500.00	0.00	4,500.00	135.00	4,365.00	0.00	135.00
15	Henry Bros. Co.	Site Demolition	68,000.00		68,000.00		68,000.00	100%	68,000.00	0.00	68,000.00	2,040.00	65,960.00	0.00	2,040.00
16	Henry Bros. Co.	Topsoil Strip/Stockpile/Haul	45,000.00		45,000.00		45,000.00	100%	45,000.00	0.00	45,000.00	1,350.00	43,650.00	0.00	1,350.00
17	Henry Bros. Co	Building Pad Cut/Fill/Compact	95,000.00		95,000.00		95,000.00	100%	95,000.00	0.00	95,000.00	2,850.00	92,150.00	0.00	2,850.00
18	Henry Bros. Co.	Cut for Walks/Curbs	15,000.00		15,000.00		15,000.00	100%	15,000.00	0.00	15,000.00	450.00	14,550.00	0.00	450.00
19	Henry Bros. Co.	Granular for Walks/Curbs	3,500.00		3,500.00		3,500.00	100%	3,500.00	0.00	3,500.00	105.00	3,395.00	0.00	105.00
20	Henry Bros. Co	Footing/Pier Excavation	45,000.00		45,000.00		45,000.00	100%	45,000.00	0.00	45,000.00	1,350.00	43,650.00	0.00	1,350.00
21	Henry Bros. Co.	Footing/Pier Backfill/Compact	45,000.00		45,000.00		45,000.00	100%	45,000.00	0.00	45,000.00	1,350.00	43,650.00	0.00	1,350.00
22	Henry Bros. Co	Basketball Court/Playground Granular	26,250.00		26,250.00		26,250.00	100%	26,250.00	0.00	26,250.00	787.50	25,462.50	0.00	787.50
23	Henry Bros. Co.	Building Pad Granular	16,560.00		16,560.00		16,560.00	100%	16,560.00	0.00	16,560.00	496.80	16,063.20	0.00	496.80
24	Henry Bros. Co	Site Grade/Re-grade	35,000.00		35,000.00		35,000.00	100%	35,000.00	0.00	35,000.00	1,050.00	33,950.00	0.00	1,050.00
25	Henry Bros. Co.	Fine Grade	16,000.00		16,000.00	68.58	16,068.58	100%	16,068.58	0.00	16,068.58	482.06	15,586.52	0.00	482.06
26	Henry Bros. Co.	Change Order #01	0.00	0.00	0.00	2,957.77	2,957.77	100%	2,957.77	0.00	2,957.77	88.73	2,869.04	0.00	88.73
27	Henry Bros. Co.	IFC Changes	0.00	0.00	0.00	25,686.21	25,686.21	100%	25,686.21	0.00	25,686.21	770.59	24,915.62	0.00	770.59
28	Henry Bros. Co.	Contaminated Spoils	0.00	0.00	0.00	8,489.49	8,489.49	100%	8,489.49	0.00	8,489.49	254.68	8,234.81	0.00	254.68
29	Henry Bros. Co.	Exc Playground for Simpson	0.00	0.00	0.00	11,750.11	11,750.11	100%	11,510.19	239.92	11,750.11	352.80	11,164.88	232.73	352.80

PUBLIC BUILDING COMMISSION OF CHICAGO

EXHIBIT A

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


AMOUNT OF ORIGINAL CONTRACT	\$10,100,000.00	TOTAL AMOUNT REQUESTED	\$16,280,811.64
EXTRAS TO CONTRACT	\$6,779,926.00	LESS 10% RETAINED	\$651,504.84
TOTAL CONTRACT AND EXTRAS	\$16,879,926.00	NET AMOUNT EARNED	\$15,629,306.80
CREDITS TO CONTRACT	\$0.00	AMOUNT OF PREVIOUS PAYMENTS	\$15,566,326.03
ADJUSTED CONTRACT PRICE	\$16,879,926.00	AMOUNT DUE THIS PAYMENT	\$62,980.77
		BALANCE TO COMPLETE	\$1,250,619.20

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.

  
 Name: George W. Ferrell  
 Title: President

Subscribed and sworn to before me this 31st day of March, 2021

  
 Notary Public  
 My Commission expires:

