



## Public Building Commission of Chicago Contractor Payment Information

Project: Edgebrook Elementary School Addition

Contract Number: 1524

General Contractor: Henry Bros. Co.

Payment Application: #3

Amount Paid: \$428,177.61

Date of Payment to General Contractor: 10/12/11

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





CSI Designation	Subcontractor Name (Title Description) Subcontractor Address	1	2	3	4	5	6		7	8	9	10	11	12
							Original Contract Amount	Change Orders						

CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT

AMOUNT OF ORIGINAL CONTRACT	\$11,587,000.00													\$1,771,701.84
EXTRAS TO CONTRACT	\$0.00													\$177,170.18
TOTAL CONTRACT AND EXTRAS	\$11,587,000.00													\$1,594,531.66
CREDITS TO CONTRACT	\$0.00													\$1,188,354.05
ADJUSTED TOTAL CONTRACT	\$11,587,000.00													\$428,177.81

These provisions should not be construed as conferring any rights hereunder for the benefit of Subcontractors, suppliers workers and employees no as engaging or altering the application or effect of existing lien laws.

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 signified sublevels thereof) are being currently paid; that the Waivers of Lien 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 material or other agents acting on behalf of affiant in connection with the work or arising out of the work;

that so far as affiant has knowledge or information, the said Waivers of Lien include all the labor and materials 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 said Contractor herein expressly affirms that should it at any time appear that any illegal or excess payment that have been made by said Contractor by or on behalf of the PUBLIC BUILDING COMMISSION OF CHICAGO that amount or amounts so paid; and

that said Contractor will repay on demand to the PUBLIC BUILDING COMMISSION OF CHICAGO that amount or amounts so paid; and that any lien remaining unsatisfied after all payments by said Contractor will remain the property of the PUBLIC BUILDING COMMISSION OF CHICAGO all payments that the contractor is compelled to pay in the circumstances such as attorney's fees, court costs and reasonable attorney's fees.

*George W. Fentell*  
Signed

(to be signed by the President or Vice President)

Print Name: George W. Fentell  
Title: President

Subscribed and sworn to before me this 19th day of September, 2011.  
*Kathleen L. Smith*  
Notary Public  
My Commission Expires



**PROJECT APPLICATION AND PROJECT CERTIFICATE FOR PAYMENT  
AIA DOCUMENT G702**

**TO:** Public Bldg Comm. Of Chicago  
50 W. Washington Street, Rm 200  
Chicago, IL 60602

**PROJECT:** Edgebrook Elementary School Addition  
6525 N. Hiawatha Avenue  
Chicago, Illinois HBC#11-02040  
Contract #1524

**Application No.** Three  
**Period To:** 8/31/2011  
**Project No.:** 05350

**OWNER**  
**ARCHITECT**  
**CONTRACTOR**

**FROM:** Henry Bros. Co.  
9821 S. 78th Avenue  
Hickory Hills, IL 60457  
General Construction

**VIA ARCH:** Altus Works, Inc.  
4224 N. Milwaukee Avenue  
Chicago, IL 60641

**Contract Date:** March 8, 2011

**OTHER**

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA G703, is attached.

**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.

1. ORIGINAL CONTRACT SUM \$11,587,000.00

2. Net change by Change Orders \$0.00

3. CONTRACT SUM TO DATE (Line 1 + 2) \$11,587,000.00

4. TOTAL COMPLETED & STORED TO DATE \$1,771,701.84

5. RETAINAGE: (Column F on G703)

a. 10% of Completed Work \$177,170.18

(Columns D + E on G703)

b. 0% of Stored Material \$0.00

(Column F on G703)

Total Retainage (Line 5a + 5b or \$177,170.18

Total in Column I of G703)

6. TOTAL EARNED LESS RETAINAGE \$1,594,531.66

(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$1,166,354.05

(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$428,177.61

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$9,992,468.34

(Line 3 less Line 6)

**CONTRACTOR:** Henry Bros. Co.  
*Henry W. Powell*

DATE: September 19, 2011

DATE:

State of: Illinois

County of: Cook

Subscribed and sworn to before

me this 19th day of September

2011

Notary Public: *Kathleen L. Smith*

My Commission expires:



**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**\$428,177.61**

**AMOUNT CERTIFIED** .....  
(Attach explanation if amount certified differs from the amount supplied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

**ARCHITECT:** Altus Works, Inc.

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

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
<b>TOTALS</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>NET CHANGES BY Change Order</b>	<b>\$0.00</b>	<b>\$0.00</b>

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.