



## **Public Building Commission of Chicago Contractor Payment Information**

**Project: Beverly Branch Library**

**Contract Number: 1459**

**General Contractor: Blinderman Construction Co., Inc.**

**Payment Application: 002**

**Amount Paid: \$166,663.80**

**Date of Payment to General Contractor: 7/17/2008**

Amounts of Payments to Subcontractors are listed on following Contractor's Sworn Statement.

# PUBLIC BUILDING COMMISSION OF CHICAGO

## EXHIBIT N PAYMENT REQUEST FORM (1 of 4)

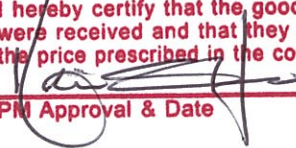
Monthly Estimate No 2  
For the Period 05/01/08 to 05/31/08  
Contract No Cont. No. 1459, Project CPL-030

Date 06/06/08  
Sheet 1 of 2

To: Public Building Commission of Chicago  
For Work on Account of: Beverly Branch Library

ITEM NO	DESCRIPTION	CONTRACT PRICE	CURRENT ESTIMATE			TOTAL ESTIMATE TO DATE		
			% DONE	AMOUNT		% DONE	AMOUNT	
1	Earthwork	178,058.0	31%	55,00	00	31%	55,00	00
2	Terrazzo	59,500.0						
3	Overhead Door	3,224.0						
4	Roofing	377,000.0						
5	Plumbing	159,030.0						
6	Sewer & Water	199,095.0	9%	17,50	00	9%	17,50	00
7	Grilles & Plaque	20,250.0						
8	Flagpole	5,050.0						
9	Shelving & Furn.	215,000.0						
10	Lockers	9,000.0						
11	Electrical	650,000.0						
12	LEED AP	35,000.0						
13	Balanced Doors	80,000.0						
14	Landscaping	158,926.0						
15	GWB, Ceil & Pls	288,600.0						
16	Window Treat	29,600.0						
17	Concrete	553,074.0	14%	79,51	00	14%	79,51	00
18	Fireproofing	26,000.0						
19	Fence & Gates	52,600.0						
20	Painting	55,000.0						
21	Alum & Glazing	190,000.0						
22	Site Furnish	60,000.0						
23	Doors & Hdwr	60,600.0						
24	Millwork	240,355.0						
25	Steel Erection	130,000.0						
26	Operable Part.	11,900.0						
27	Masonry	615,000.0						
28	Signage	4,880.0						
29	Steel Fab, MM	300,000.0						
30	Toilet Partition	4,266.0						
31	Dampproofing	14,010.0						
32	Irrigation	27,000.0						
33	HVAC	788,830.0						
34	Pavers & Plaq	50,000.0						

35	Book Detect	31,219.4					
36							
37	Tile	23,000.0					
38	Vinyl / Carpet	48,000.0					
39							
40	Owner Allow	96,100.0					
41	Owner Conting	160,983.0					
42							
43	General Contr.	823,530.0	1%	33,17	00	1%	87,30 00
44							
45							
<b>TOTAL THIS SHEET:</b>		6,833,681.0	1%	185,18	00	1%	239,31 00

**Vendor Number** \_\_\_\_\_  
**Agency-Bond-Fund** 07-57-21  
**Project Number** CPL-030  
**Cost Code** 06.04/524300  
**Contract #&C.O.** C1459  
**Amount** \$166,663.80  
**Approval Date** 06.27.08  
I hereby certify that the goods or services indicated  
were received and that they are as described and at  
the price prescribed in the contract.  
 06.27.08  
**PM Approval & Date**

**EXHIBIT N**  
**PAYMENT REQUEST FORM (2 of 4)**  
**CHANGE ORDER**

Date 06/06/08  
Sheet 1 of 1

ITEM NO	DESCRIPTION	CONTRACT PRICE	CURRENT ESTIMATE		TOTAL ESTIMATE TO DATE	
			% DONE	AMOUNT	% DONE	AMOUNT
C	Contingency Reduction	(89,017 00)				
1	Change Order 1					
	Alamo	54,358 00		35,000 00		35,000 00
	Blinderman	3,621 00		2,300 00		2,300 00
2	Change Order 2					
	Arc Underground	24,095 00				
	Howard Concrete	4,774 00				
	Blinderman	2,169 00				
<b>TOTAL NET DEBIT OR CREDIT:</b>		0 00		37,300 00		37,300 00

**EXHIBIT N  
STORED MATERIAL (3 of 4)**

Monthly Estimate No 2  
 For the Period 05/01/08 to 05/31/08  
 Contract No Cont. No. 1459, Project CPL-030

Date 06/06/08  
 Sheet 1 of 1

To: Public Building Commission of Chicago  
 For Work on Account of: Beverly Branch Library

MATERIAL STORED - PREVIOUS ESTIMATE NO \_\_\_\_\_ (\$ 0.00 )

ITEM NO	MATERIAL DELIVERED THIS PERIOD	QUANTITY	UNIT	UNIT PRICE	AMOUNT	50% AMOUNT
TOTAL DELIVERED THIS PERIOD						

ITEM NO	MATERIAL USED THIS PERIOD	QUANTITY	UNIT	UNIT PRICE	AMOUNT	50% AMOUNT
TOTAL USED THIS PERIOD						
DEBIT OR CREDIT THIS PERIOD						

MATERIAL STORED - THIS ESTIMATE \_\_\_\_\_

# PUBLIC BUILDING COMMISSION OF CHICAGO

## EXHIBIT N SUMMARY OF ESTIMATE SHEETS (4 of 4)

Monthly Estimate No 2  
For the Period 05/01/08 to 05/31/08  
Contract No Cont. No. 1459, Project CPL-030

Date 06/06/08  
Sheet 1 of 1

To; Public Building Commission of Chicago  
For Work on Account of; Beverly Branch Library

SUMMARY OF ESTIMATE SHEETS		(1)	(2)	(3)
DESCRIPTION		TOTAL CONTRACT ESTIMATE	CURRENT ESTIMATE	TOTAL ESTIMATE TO DATE
1	Sheet No. 1	6,833,681.0	\$185,182.0	\$239,310.0
2				
3				
4				
5				
6	Total Awarded Contract Amount	6,833,681.0		
7	Awarded Contract Amounts Completed		\$185,182.0	\$239,310.0
8	Add: Total Authorized Changes - Sheet No. <u>2</u>	0.0	0.0	0.0
9	Add: Materials Stored - Sheet No. <u>3</u>	0.0	0.0	0.0
10	Total Approved Value & Amounts Earned	\$6,833,681.0	\$185,182.0	\$239,310.0
11	Deduct: Current Reserve Adjustment		\$18,518.2	
12	Deduct: Total Reserve To Date (Column 3)			\$23,931.0
13	Deduct: Current Liquidated Damages (Line 25)		\$0.0	
14	Deduct: Total Liquidated Damages (Line 23)			\$0.0
15	Total Paid To Date - including this estimate			\$48,715.2
16	Deduct: Total Earned To Date (Line 10, Col. 3)	\$239,310.0		
17	Net Amount Open on Contract	6,594,371.0		
18	NET CURRENT PAYMENT		\$166,663.8	
	<b>RESERVE COMPUTATION</b>	Current Reserve Withheld	Previous Reserve Withheld	Total Reserve Withheld
19	Percentage Computation - 10% Reserve*	\$18,518.2	\$5,412.8	\$23,931.0
20	Percentage Computation - 5% Reserve*	\$0.0	\$0.0	\$0.0
21	Total Reserve Withheld	\$18,518.2	\$5,412.8	\$23,931.0

\*Note: Column 1 is computed at the rate of 10% for all monthly estimates up to 50% of contract.

LIQUIDATED DAMAGES COMPUTATION			
23	Total Liquidated Damages to Date	Days	\$0.0
24	Deduct: Amount Previously Withheld		\$0.0
25	CURRENT LIQUIDATED DAMAGES		\$0.0
	Approx. % Contract Completed	%	Total Contract Time 36 Days (Incl. Time Extens)
	Starting Date: March 6, 2008		Total Time Used 8 Days

Verified By: Architect's Contract Administrator  
RECOMMENDED FOR APPROVAL:

YOUSUF GHOR Date 6/12/08  
myg AOR  
Architect's Project Manager Title

Name of Contractor: Blinderman Const. Co.

Edward J. Grande Date 6/6/08  
Edward J. Grande, Proj Mgr  
Name & Title

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

NAME AND ADDRESS	TYPE OF WORK	TOTAL CONTRACT (INCLUDE C.O.'s)	TOTAL WORK COMPLETE	LESS RETENTION (INCLUDE CURRENT)	LESS NET PREVIOUSLY PAID	NET DUE THIS PERIOD	BALANCE TO BECOME DUE
Alamo Excavation	Earthwork	178,058.0	55,000.0	5,500.0	0.0	49,500.0	128,558.0
Amici Terrazzo	Terrazzo	59,500.0	0.0	0.0	0.0	0.0	59,500.0
Anagnos Door	Overhead Door	3,224.0	0.0	0.0	0.0	0.0	3,224.0
Anderson & Shah	Roofing	377,000.0	0.0	0.0	0.0	0.0	377,000.0
Aquamist Plumbing	Plumbing	159,030.0	0.0	0.0	0.0	0.0	159,030.0
Arc Underground	Sewer & Water	199,095.0	17,500.0	1,750.0	0.0	15,750.0	183,345.0
Binzel Industries	Grilles & Plaque	20,250.0	0.0	0.0	0.0	0.0	20,250.0
C & H Building Spec	Flagpole	5,050.0	0.0	0.0	0.0	0.0	5,050.0
Carroll Seating	Shelving & Furn.	215,000.0	0.0	0.0	0.0	0.0	215,000.0
Commercial Spec.	Lockers	9,000.0	0.0	0.0	0.0	0.0	9,000.0
Cutting Edge Elec.	Electrical	650,000.0	0.0	0.0	0.0	0.0	650,000.0
DAC Studios	LEED AP	35,000.0	0.0	0.0	0.0	0.0	35,000.0
Ellison Bronze	Balanced Doors	80,000.0	0.0	0.0	0.0	0.0	80,000.0
F. Garcia Landscape	Landscaping	158,926.0	0.0	0.0	0.0	0.0	158,926.0
H & P Contractors	GWB, Ceil & Pls	288,600.0	0.0	0.0	0.0	0.0	288,600.0
House of Madeira	Window Treat	29,600.0	0.0	0.0	0.0	0.0	29,600.0
Howard Concrete	Concrete	553,074.0	79,510.0	7,951.0	0.0	71,559.0	481,515.0
I F E & S	Fireproofing	26,000.0	0.0	0.0	0.0	0.0	26,000.0
Illiana	Fence & Gates	52,600.0	0.0	0.0	0.0	0.0	52,600.0

**CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT (2 of 3)**

[illegible]



# PUBLIC BUILDING COMMISSION OF CHICAGO

## EXHIBIT A

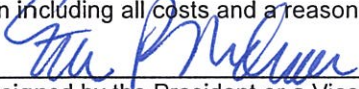
### CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT (3 of 3)

AMOUNT OF ORIGINAL CONTRACT	\$6,833,681.00	TOTAL AMOUNT REQUESTED	\$239,310.00
EXTRAS TO CONTRACT	\$0.00	LESS 10 % RETAINED	\$23,931.00
TOTAL CONTRACT AND EXTRAS	\$6,833,681.00	NET AMOUNT EARNED	\$215,379.00
CREDITS TO CONTRACT	\$0.00	AMOUNT OF PREVIOUS PAYMENTS	\$48,715.20
ADJUSTED CONTRACT PRICE	\$6,833,681.00	AMOUNT DUE THIS PAYMENT	\$166,663.80
	\$	BALANCE TO COMPLETE	\$6,618,302.00

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.

Contractor certifies

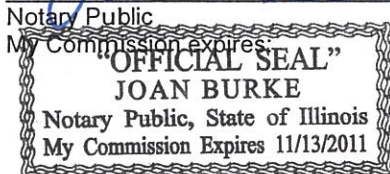
- that to the best of its knowledge, information and belief, the work is in accordance with the Contract Documents;
- that suppliers of materials, services, labor and all Subcontractors (including all significant sublevels thereof) are being currently paid,
- that the amount of the payments applied for are justified.
- That the Waivers of Lien are 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; 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
- that if any lien remains unsatisfied after all payments are made, the Contractor will 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.

  
 (To be signed by the President or a Vice President)

\_\_\_\_\_  
 Steven Blinderman, President  
 (Typed name of above signature)

Subscribed and sworn to before me this \_\_\_\_\_ 6th \_\_\_\_\_ day of \_\_\_\_\_ June \_\_\_\_\_, 20\_\_08\_\_





**EXHIBIT B**  
**CONTRACTOR'S WAIVER OF LIEN FOR PARTIAL PAYMENT**


Title \_\_\_\_\_ President \_\_\_\_\_  
President or Vice President \_\_\_\_\_

**EXHIBIT Q**  
**STATUS REPORT OF MBE/WBE (SUB) CONTRACT PAYMENTS**  
**(1 of 2)**

MBE/WBE Name	Contract For	Amount of Contract	Total Previous Requests	Amount This Request	Balance to Complete
Metropolitan Steel, Inc.	Steel Erection	130,000.0	0.0	0.0	130,000.0
Cutting Edge Electric, Inc.	Electrical	650,000.0	0.0	0.0	650,000.0
Arc Underground, Inc.	Sewer & water	199,095.0	0.0	15,750.0	183,345.0
F. Garcia Landscaping	Landscaping	158,926.0	0.0	0.0	158,926.0
KDK Decorators	Painting	55,000.0	0.0	0.0	55,000.0
WR Weiss Company, Inc.	Granite Pavers	50,000.0	0.0	0.0	50,000.0
Anderson & Shah Roofing	Roofing	377,000.0	0.0	0.0	377,000.0
H & P Contractor, Inc.	GWB & Acoust.	288,600.0	0.0	0.0	288,600.0
Meccor Industries	Doors & Hardwr	60,600.0	0.0	0.0	60,600.0
Maywood Industries	Site Furnishings	60,000.0	0.0	0.0	60,000.0
<b>TOTAL:</b>		2,029,221.0	0.0	15,750.0	2,013,471.0

**EXHIBIT Q**  
**STATUS REPORT OF MBE/WBE (SUB) CONTRACT PAYMENTS (2 of 2)**

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.


  
\_\_\_\_\_  
(Affiant)

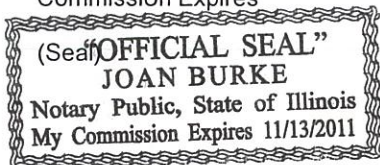
\_\_\_\_ June 6, 2008 \_\_\_\_\_  
(Date)

On this \_\_\_\_\_ 6th \_\_\_\_\_ day of \_\_\_\_\_ June \_\_\_\_\_ 20 \_\_\_\_\_ 08 \_\_\_\_\_,

before me, \_\_\_\_\_ Joan Burke \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_ Steven Blinderman \_\_\_\_\_, known to me to be the person described in the foregoing Affidavit and acknowledged that he (she) executed the same in the capacity therein stated and for the purposes therein contained.

In witness thereof, I hereunto set my hand and official seal.

  
\_\_\_\_\_  
Notary Public  
Commission Expires



**PUBLIC BUILDING COMMISSION OF CHICAGO**

**EXHIBIT P  
CONTRACTOR'S RECAPITULATION OF MINORITY AND FEMALE WORKER HOURS AND PERCENTAGES  
(1 of 2)**

CONTRACT No. 1459 2 May 1 - 31, 2008  
 REQUEST No. \_\_\_\_\_  
 DATE \_\_\_\_\_

CONTRACTOR Blinderman Construction Co.  
 JOB SITE Beverly Branch Library \_\_\_\_\_  
 COMPLETE 4.0 \_\_\_\_\_%

	MALE JOURNEY WORKERS Commitment 25 %			MALE APPRENTICES Commitment 30 %			MALE LABORERS Commitment 30 %		
	WHITE	MINORITY	%	WHITE	MINORITY	%	WHITE	MINORITY	%
	TOTAL MONTH	135	85%	0	0	0	187	128	41%
TOTAL TO DATE	24.50	135	85%	0	0	0	187	128	41%

	FEMALE JOURNEY WORKERS Commitment 7%		FEMALE APPRENTICES Commitment 7%		FEMALE LABORERS Commitment 7%	
	FEMALE	% FEMALE	FEMALE	% FEMALE	FEMALE	% FEMALE
	TOTAL MONTH	0	0	0	0	0
TOTAL TO DATE	0	0	0	0	0	0

**CITY RESIDENCY REQUIREMENTS:**

	ALL JOURNEY WORKERS AND APPRENTICES Requirement 50%		ALL LABORERS Requirement 50%	
	CITY RESIDENCY	PERCENT	CITY RESIDENCY	PERCENT
	8	5%	98	31%
TOTAL MONTH	8	5%	98	31%
TOTAL TO DATE	8	5%	98	31%

	ALL JOURNEY WORKERS		ALL APPRENTICES		ALL LABORERS	
	TOTAL MONTH	159.50	TOTAL MONTH	0	TOTAL MONTH	315
	TOTAL TO DATE	159.50	TOTAL TO DATE	0	TOTAL TO DATE	315

  
 \_\_\_\_\_  
 CONTRACTOR'S SIGNATURE

**EXHIBIT P (2 of 2)**

**CONTRACTOR'S MONTHLY BREAKDOWN OF MALE WORKER HOURS BY ETHNIC GROUP**

ETHNIC GROUP	MALE JOURNEY WORKERS		MALE APPRENTICES		MALE LABORERS	
	CITY	NON CITY	CITY	NON CITY	CITY	NON CITY
WHITE						
BLACK (AFRICAN AMERICAN)						
HISPANIC						
ASIAN/PACIFIC						
NATIVE AMERICAN						
OTHER						
TOTAL						

**CONTRACTOR'S MONTHLY BREAKDOWN OF FEMALE WORKER HOURS BY ETHNIC GROUP**

ETHNIC GROUP	FEMALE JOURNEY WORKERS		FEMALE APPRENTICES		FEMALE LABORERS	
	CITY	NON CITY	CITY	NON CITY	CITY	NON CITY
WHITE						
BLACK (AFRICAN AMERICAN)						
HISPANIC						
ASIAN/PACIFIC						
NATIVE AMERICAN						
OTHER						
TOTAL						

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

The affiant, being first duly sworn on oath, deposes and says that he/she is President of Blinderman Construction Co., Inc., an Illinois corporation, and duly authorized to make this Affidavit in behalf of said corporation and for him/herself 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 1459 dated the 13th day of February, 20 08, for (general construction)

• that the following statements are made for the purpose of procuring a partial payment of \$ ??????????

- 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 have 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:

NAME AND ADDRESS	TYPE OF WORK	TOTAL CONTRACT (INCLUDE C.O.'s)	TOTAL WORK COMPLETE	LESS RETENTION (INCLUDE CURRENT)	LESS NET PREVIOUSLY PAID	NET DUE THIS PERIOD	BALANCE TO BECOME DUE
Alamo Excavation	Earthwork	123,700.00	20,000.00	2,000.00	0.00	18,000.00	105,700.00
Amici Terrazzo	Terrazzo	59,500.00	0.00	0.00	0.00	0.00	59,500.00
Anagnos Door	Overhead Door	3,224.00	0.00	0.00	0.00	0.00	3,224.00
Anderson & Shah	Roofing	377,000.00	0.00	0.00	0.00	0.00	377,000.00
Aquamist Plumbing	Plumbing	159,030.00	0.00	0.00	0.00	0.00	159,030.00
Arc Underground	Sewer & Water	175,000.00	17,500.00	1,750.00	0.00	15,750.00	159,250.00
Binzel Industries	Grilles & Plaque	20,250.00	0.00	0.00	0.00	0.00	20,250.00
C & H Building Spec	Flagpole	5,050.00	0.00	0.00	0.00	0.00	5,050.00
Carroll Seating	Shelving & Furn.	215,000.00	0.00	0.00	0.00	0.00	215,000.00
Commercial Spec.	Lockers	9,000.00	0.00	0.00	0.00	0.00	9,000.00
Cutting Edge Elec.	Electrical	650,000.00	0.00	0.00	0.00	0.00	650,000.00
DAC Studios	LEED AP	35,000.00	0.00	0.00	0.00	0.00	35,000.00
Ellison Bronze	Balanced Doors	80,000.00	0.00	0.00	0.00	0.00	80,000.00
F. Garcia Landscape	Landscaping	158,926.00	0.00	0.00	0.00	0.00	158,926.00
H & P Contractors	GWB, Ceil & Pls	288,600.00	0.00	0.00	0.00	0.00	288,600.00
House of Madeira	Window Treat	29,600.00	0.00	0.00	0.00	0.00	29,600.00
Howard Concrete	Concrete	548,300.00	79,510.00	7,951.00	0.00	71,559.00	476,741.00
I F E & S	Fireproofing	26,000.00	0.00	0.00	0.00	0.00	26,000.00
Illiana	Fence & Gates	52,600.00	0.00	0.00	0.00	0.00	52,600.00



**CONTRACTOR'S SWORN STATEMENT AND AFFIDAVIT FOR PARTIAL PAYMENT (2 of 3)**

[illegible]



## PUBLIC BUILDING COMMISSION OF CHICAGO

## EXHIBIT A

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

AMOUNT OF ORIGINAL CONTRACT	\$6,833,681.00	TOTAL AMOUNT REQUESTED	\$239,310.00
EXTRAS TO CONTRACT	\$0.00	LESS 10 % RETAINED	\$23,931.00
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ADJUSTED CONTRACT PRICE	\$6,833,681.00	AMOUNT DUE THIS PAYMENT	\$166,663.80
	\$	BALANCE TO COMPLETE	\$6,618,302.00

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.

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;
- that the amount of the payments applied for are justified.
- That the Waivers of Lien are 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; 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
- that if any lien remains unsatisfied after all payments are made, the Contractor will 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.

(To be signed by the President or a Vice President)

\_\_\_\_\_  
Steven Blinderman, President  
(Typed name of above signature)

Subscribed and sworn to before me this 16th day of May, 2008

\_\_\_\_\_  
Notary Public  
My Commission expires: