



Village of
Elmwood Park

Angelo "Skip" Saviano
Village President
Gina Pesko
Village Clerk
Paul A. Volpe
Village Manager
Michael Durkin
Village Attorney

Trustees
Alan T. Kaminski
Jeff Sargent
Angela Stranges
Anthony Del Santo
Angelo J. Lollino
Jonathan L. Zivojnovic

Mr. Ronald Anderson
3134 N. 78th Ct
Elmwood Park, IL 60707

March 17, 2016

RE: Freedom of Information Act Request

Dear Mr. Anderson,

The Village of Elmwood Park is in receipt of your March 17, 2016, Freedom of Information Act (5 ILCS 140/1 et seq.) ("FOIA") for the following records:

"Final Pay Requests-2015 Pavement Restoration Program..."

Enclosed are records responsive to your request. However, please be advised that certain information in the records being provided has been determined to be exempt from disclosure under FOIA, and that information has been redacted from the records being provided.

Section 7 (1)(b) of FOIA provides that "private information" is exempt from disclosure. "Private information" is defined in FOIA as, "unique identifiers, including a person's social security number, driver's license number, employee id number, biometric identifiers, personal financial information, passwords or other access codes, medical records, home or personal telephone numbers, and personal email addresses." Section 7(1)(c) of FOIA provides that, "personal information contained within public records, the disclosure of which would constitute a clearly unwarranted invasion of personal privacy is exempt from disclosure. Consequently, birthdates and other personal information, the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as the victim's name and identifying information, have been redacted from the records being provided.

In accordance with Section 9(a) of FOIA, you are hereby notified that you have the right to file a Request for Review regarding the decision made by the Village of Elmwood Park Freedom of Information Officer with the Public Access Counselor at the Illinois Attorney General's Office.

You can file your Request for Review with the Public Access Counselor by writing to:

Sarah Pratt
Public Access Counselor
Office of the Attorney General
500 South 2nd Street
Springfield, Illinois 62706
Fax: 217-782-1396
E-mail: publicaccess@atg.state.il.us

If you choose to file a Request for Review with the Public Access Counselor, you must do so within 60 calendar days of the date of this letter. Please note that you must include a copy of your original FOIA request and this letter when filing a Request for Review with the Public Access Counselor. You are also notified that you have the right to judicial review regarding the decision made by the Village of Elmwood Park Freedom of Information Officer pursuant to Section II of FOIA.

(Please note that Burke LLC has still not submitted final pay request as they are still awaiting the installation of light poles at 1612 74th Ct. This should be completed by the end of March at which time the final pay request will be submitted).

Should you have any questions, please do not hesitate to contact my office.

Gina Pesko



Village Clerk
Freedom of Information Officer
708-452-3948

FINAL WAIVER OF LIEN

STATE OF ILLINOIS
COUNTY OF COOK

} SS

Gty # _____

Escrow # _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by BURKE, L.L.C.

to furnish LABOR AND MATERIALS

for the premises known as ELMWOOD PARK - 2015 STREET REHABILITATION

of which VILLAGE OF ELMWOOD PARK

is the owner.

THE undersigned, for and in consideration of One Hundred Thirty One Thousand Nine Hundred Sixty Eight and 84/100 Dollars

(\$131,968.84) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of ILLINOIS, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be furnished at anytime hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE November 3, 2015

COMPANY NAME Triggi Construction, Inc.

ADDRESS P O Box 235, 1975 Powis Road, West Chicago, IL 60186-0235

SIGNATURE AND TITLE:

GIOVANNI DIFRUSCOLO, PRESIDENT

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS
COUNTY OF COOK

} SS

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) GIOVANNI DIFRUSCOLO

BEING DULY SWORN, DEPOSES

AND SAYS THAT HE OR SHE IS (POSITION) PRESIDENT

OF

(COMPANY NAME) Triggi Construction, Inc.

WHO IS THE

CONTRACTOR FURNISHING LABOR AND MATERIALS

WORK ON THE BUILDING

LOCATED AT VARIOUS STREETS, ELMWOOD PARK, IL 60635

OWNED BY VILLAGE OF ELMWOOD PARK

That the total amount of the contract including extras* is \$1,488,931.16 on which he or she has received payment of \$1,356,962.32 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

| NAMES AND ADDRESSES | WHAT FOR | CONTRACT PRICE INCLDNG EXTRAS* | AMOUNT PAID | THIS PAYMENT | BALANCE DUE |
|---------------------------------------------------------------------------------------|-----------------------|--------------------------------|--------------|--------------|-------------|
| TRIGGI CONSTRUCTION P.O. BOX 235 1975 POWIS ROAD WEST CHICAGO, IL 60186-0235 | REPLACEMENT- CONCRETE | 1,074,454.16 | 958,162.32 | 116,291.84 | 0.00 |
| OZINGA READY MIX CONCRETE, INC. PO BOX 910 FRANKFORT, IL 60423 | READY MIX CONCRETE | 414,477.00 | 398,800.00 | 15,677.00 | 0.00 |
| TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE. | | 1,488,931.16 | 1,356,962.32 | 131,968.84 | 0.00 |

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE November 3rd, 2015

SIGNATURE: _____

GIOVANNI DIFRUSCOLO, PRESIDENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS 3rd DAY OF NOVEMBER, 2015

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE

ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.



OZINGA[®]

PARTIAL WAIVER OF LIEN

STATE OF: ILLINOIS
COUNTY OF: WILL

WHEREAS, the undersigned, Ozinga Ready Mix Concrete, Inc., an Illinois Corporation, has been employed by TRIGGI CONSTRUCTION, INC. Contractor, to furnish ready mix concrete for the premises owned by VILLAGE OF ELMWOOD PARK

and known as 2015 ELMWOOD PARK STREET REHABILITATION PROJECT

in the city of ELMWOOD PARK.

NOW, THEREFORE, the undersigned, for and in consideration of the amount of \$ 21,735.00 Dollars, the receipt whereof is hereby acknowledged, does hereby waive and release only to the extent of the aforesaid amount, the lien or right to or claim of lien under the statutes of the State of Illinois relating to mechanic's liens, with respect to and on the above-described premises, and the improvements thereon, and on the material furnished, and on the moneys or other considerations due to or to become due from the owner, on account of material heretofore furnished by the undersigned, to or on account of the said contract or the said owner, for the above-described premises, but only to the extent of the payment aforesaid.

Dated: 09/04/2015

OZINGA READY MIX CONCRETE, INC.

By: _____

Its: CREDIT MANAGER

55036
00017377
000136



OZINGA[®]

PARTIAL WAIVER OF LIEN

STATE OF: ILLINOIS
COUNTY OF: WILL

WHEREAS, the undersigned, Ozinga Ready Mix Concrete, Inc., an Illinois Corporation, has been employed by TRIGGI CONSTRUCTION, INC. Contractor, to furnish ready mix concrete for the premises owned by VILLAGE OF ELMWOOD PARK

and known as 2015 Elmwood Park Street Rehabilitation Project

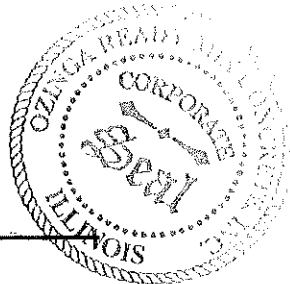
in the city of ELMWOOD PARK.

NOW, THEREFORE, the undersigned, for and in consideration of the amount of \$ 59,665.00 Dollars, the receipt whereof is hereby acknowledged, does hereby waive and release **only to the extent of the aforesaid amount**, the lien or right to or claim of lien under the statutes of the State of Illinois relating to mechanic's liens, with respect to and on the above-described premises, and the improvements thereon, and on the material furnished, and on the moneys or other considerations due to or to become due from the owner, on account of material heretofore furnished by the undersigned, to or on account of the said contract or the said owner, for the above-described premises, **but only to the extent of the payment aforesaid.**

Dated: 10/09/2015

OZINGA READY MIX CONCRETE, INC.

By: _____



Its: CREDIT MANAGER

57156
00017377
000136

OZINGA

FINAL WAIVER OF LIEN

STATE OF: ILLINOIS
COUNTY OF: WILL

WHEREAS, the undersigned, Ozinga Ready Mix Concrete, Inc., an Illinois Corporation, has been employed by TRIGGI CONSTRUCTION, INC. Contractor, to furnish ready mix concrete for the premises owned by VILLAGE OF ELMWOOD PARK

and known as 2015 ELMWOOD PARK STREET REHABILITATION PROJECT

in the city of ELMWOOD PARK.

NOW, THEREFORE, the undersigned, for and in consideration of the amount of \$ 15,677.00 Dollars, the receipt whereof is hereby acknowledged, does hereby waive and release any and all lien claims of or right to or claim of lien under the statutes of the State of Illinois relating to mechanic's liens, with respect to and on the above-described premises, and the improvements thereon, and on the material furnished, and on the moneys or other considerations due to or to become due from the owner, on account of material heretofore furnished, or which may be furnished at any time hereafter, by the undersigned, to or on account of the said contract or the said owner, for the above-described premises.

Dated: 11/09/2015

OZINGA READY MIX CONCRETE INC.

By: _____

Its: CREDIT MANAGER

59040
00017377
000136

Triggi Construction, Inc.

P O Box 235
1975 Powis Road
West Chicago, IL 60186-0235

Phone (630)584-4490 Fax (630)584-0271

Customer ID 4165

ORION GALEY
BURKE, L.L.C.
9575 WEST HIGGINS RD
SUITE 600
ROSEMENT, IL 60018

Invoice # 1504-06

Date 10/27/2015

Job ID 1504

ELMWOOD PARK - 2015 STREET
REHAB
VARIOUS STREETS
ELMWOOD PARK, IL 60635

PAY ESTIMATE SIX

| Phase ID | Description | Job to Date Quantity | U/M | Price | Job to Date Total |
|----------|----------------------------------|-------------------------|-----|-------------|----------------------|
| 7701 | TRAFFIC CONTROL & PROT | 1.00 | LS | \$20,000.00 | \$20,000.00 |
| 7702 | CONSTRUCTION LAYOUT | 1.00 | LS | \$15,000.00 | \$15,000.00 |
| 7703 | INLET FILTERS | | | | |
| 7704 | AGGREGATE FOR TEMP ACCESS | | | | |
| 7705 | CURB AND GUTTER R&R B6.12 SPL | 14,225.80 | FT | \$26.25 | \$373,427.25 |
| 7706 | CURB AND GUTTER R&R B6.18 SPL | 5,605.00 | FT | \$28.00 | \$156,940.00 |
| 7707 | CURB AND GUTTER B6.12 SPL | 8,336.30 | FT | \$27.50 | \$229,248.25 |
| 7708 | CURB AND GUTTER B6.18 SPL | | | | |
| 7709 | CURB AND GUTTER REMOVAL | 8,336.30 | FT | \$6.00 | \$50,017.80 |
| 7710 | SIDEWALK REMOVAL | 60,459.90 | SF | \$1.25 | \$75,574.88 |
| 7711 | PCC SIDEWALK 5" | 45,485.80 | SF | \$4.50 | \$204,686.10 |
| 7712 | PCC SIDEWALK 5" ADA RAMPS | 14,974.10 | SF | \$4.75 | \$71,126.98 |
| 7713 | DETECTABLE WARNINGS | 2,377.80 | SF | \$15.00 | \$35,667.00 |
| 7714 | ALLEY REMOVAL | 1,654.90 | SY | \$10.00 | \$16,549.00 |
| 7715 | PCC ALLEY 8" | 1,654.90 | SY | \$42.50 | \$70,333.25 |
| 7716 | PCC DRIVEWAY REM & REPL | 1,320.20 | SY | \$65.75 | \$86,803.15 |
| 7717 | WATER SERVICE BOX ADJUSTED | | | | |
| 7718 | HANDHOLE ADJUST | 3.00 | EA | \$1,000.00 | \$3,000.00 |
| 7719 | HANDHOLE ADJUST SPL | 2.00 | EA | \$1,500.00 | \$3,000.00 |
| 7720 | PCC STAIRS | 2.00 | LS | \$1,500.00 | \$3,000.00 |
| 7721 | PCC SIDEWALK NEW | 304.00 | SF | \$10.00 | \$3,040.00 |
| 7722 | SIDEWALK CURB SPL | 700.70 | FT | \$25.00 | \$17,517.50 |

Continued

Triggi Construction, Inc.

P O Box 235
1975 Powis Road
West Chicago, IL 60186-0235

Phone (630)584-4490 Fax (630)584-0271

Customer ID 4165

ORION GALEY
BURKE, L.L.C.
9575 WEST HIGGINS RD
SUITE 600
ROSEMENT, IL 60018

Invoice # 1504-06

Date 10/27/2015

Job ID 1504

ELMWOOD PARK - 2015 STREET
REHAB
VARIOUS STREETS
ELMWOOD PARK, IL 60635

PAY ESTIMATE SIX

| Phase ID | Description | Job to Date Quantity | U/M | Price | Job to Date Total |
|----------|------------------------|-------------------------|-----|-------------|----------------------|
| 7723 | STRUCTURE ADJUST | 2.00 | EA | \$500.00 | \$1,000.00 |
| 7724 | CONC MEDIAN R&R SPL | 1.00 | LS | \$3,000.00 | \$3,000.00 |
| 7725 | CONSTRUCT PARKING AREA | 1.00 | LS | \$50,000.00 | \$50,000.00 |
| 9990 | RESERVED | | | | |

| | | | |
|------------------------|--------------|----------------------------|--------------|
| Original Contract | 1,514,985.75 | Work Completed to Date | 1,488,931.16 |
| Approved Change Orders | 0.00 | Less Retentions | 0.00 |
| Current Contract | 1,514,985.75 | Net Completed to Date | 1,488,931.16 |
| | | Less Net Previously Billed | 1,356,962.32 |
| Balance to Complete | 26,054.59 | Net Due This Invoice | 131,968.84 |

TERMS: NET DUE 10/27/2015.

ORANGE CRUSH, L.L.C.

321 Center Street

Hillside, Illinois, 60162

(708) 544-9440

Company Name: Village of Elmwood Park c/o CBBEL
 Address: 9575 W. Higgins Road
 Rosemont, IL 60018
 Invoice Number: 5025 -6

2015 Street Rehab Project
 Unit Pay Estimate #6
 Date: 12/10/2015

INVOICE

| Item # | Description | Contract | Quantity | Units | Unit Price | Contract Amount | Current Quantity | Amount Due This Invoice | Previously Billed Quantity | Completed to Date Quantity | Completed to Date Amount |
|---------------|--------------------------------------------|----------|----------|-------|------------|------------------------|------------------|-------------------------|----------------------------|----------------------------|--------------------------|
| 1 | TRAFFIC CONTROL AND PROTECTION | 1 | 1 | LS | 20,000.00 | \$ 20,000.00 | 0.05 | 1,000.00 | 0.95 | 1.00 | \$ 20,000.00 |
| 2 | MOBILIZATION | 7 | 7 | EA | 480.00 | \$ 3,360.00 | 1.00 | 480.00 | 6.00 | 7.00 | \$ 3,360.00 |
| 3 | INLET FILTERS | 25 | 25 | EA | 70.16 | \$ 1,754.00 | 0.00 | - | 0.00 | 0.00 | - |
| 4 | HMA SURFACE REMOVAL 2.5" & VAR | 94574 | 3 | SY | 3.25 | \$ 307,365.50 | 183.90 | 532.68 | 97045.90 | 97209.80 | \$ 315,931.85 |
| 5 | CLASS D PATCH 8" | 4742 | 866 | CY | 44.00 | \$ 189,680.00 | -1493.00 | (\$9,720.00) | 4742.00 | 3249.00 | \$ 129,960.00 |
| 6 | REMOVE AND DISPOSE UNSUITABLE MATERIAL | 866 | 486 | CY | 22.00 | \$ 18,920.00 | 0.00 | - | 0.00 | 0.00 | - |
| 7 | AGG SUBGRADE IMPROVEMENT 12" | 63850 | 486 | SY | 30.00 | \$ 14,580.00 | 0.00 | - | 0.00 | 0.00 | - |
| 8 | NON TRACKING BIT MATERIALS (PRIME COAT) | 63850 | 486 | LB | 0.10 | \$ 6,385.00 | 0.00 | 12,030.85 | 50009.00 | 170308.50 | \$ 17,030.85 |
| 9 | HMA POLY LEVEL BIND MM IL-4.75 NS0 | 5723 | 8480 | TN | 84.80 | \$ 485,310.40 | 0.00 | - | 5975.60 | 5975.60 | \$ 506,730.88 |
| 10 | HMA BIT CONC SURFACE CSE MIX D, NS0 | 8358 | 70.00 | TN | 70.00 | \$ 585,060.00 | -284.15 | (18,490.50) | 2087.00 | 8437.29 | \$ 572,119.80 |
| 11 | THPL PAVT MARKING LINE 4" | 3665 | 1512 | LF | 0.70 | \$ 2,565.50 | 5345.90 | 8,018.85 | 3923.10 | 9269.00 | \$ 13,903.50 |
| 12 | THPL PAVT MARKING LINE 6" | 8878 | 510 | LF | 1.50 | \$ 13,317.00 | 585.00 | 1,130.00 | 75.00 | 640.00 | \$ 1,280.00 |
| 13 | THPL PAVT MARKING LINE 12" | 1512 | 49 | LF | 2.00 | \$ 1,020.00 | 1199.80 | 5,039.75 | 436.20 | 1638.00 | \$ 6,961.50 |
| 14 | PERMANENT PAVT MARKING LETTERS & SYM | 49 | 49 | SF | 5.40 | \$ 264.60 | 239.40 | 1,292.76 | 36.40 | 275.80 | \$ 1,489.32 |
| 15 | HMA DRIVEWAY PAVT MARKING & REPLACEMENT 3" | 401 | 401 | SF | 50.00 | \$ 20,050.00 | 153.00 | 8,150.00 | 211.50 | 374.50 | \$ 18,725.00 |
| 16 | DETECTOR LOOP TY 1 | 300 | 1 | EA | 32.00 | \$ 9,600.00 | 210.30 | 6,729.60 | 219.00 | 429.30 | \$ 13,737.60 |
| 17 | DRILL EXISTING HANDHOLE | 1 | 1 | EA | 1,250.00 | \$ 1,250.00 | 0.00 | - | 2.00 | 2.00 | \$ 2,500.00 |
| 18 | PRECAST PARKING BUMPER | 1 | 1 | EA | 90.00 | \$ 90.00 | 33.00 | 2,970.00 | 0.00 | 33.00 | \$ 2,970.00 |
| 20A | ALLEY PAVING @ 2584 WESTBROOK RD. | 1 | 1 | EA | 12,875.00 | \$ 12,875.00 | 1.00 | 12,875.00 | 0.00 | 1.00 | \$ 12,875.00 |
| 21A | PARKING LOT PAVING @ 1628 N. 74TH CT. | 1 | 1 | EA | 13,000.00 | \$ 13,000.00 | 0.00 | - | 1.00 | 1.00 | \$ 13,000.00 |
| 22A | 73RD&5TH AVE PAVING- GRAND TO FULLERTON | 1 | 1 | EA | 60,647.02 | \$ 60,647.02 | 1.00 | 60,647.02 | 0.00 | 1.00 | \$ 60,647.02 |
| Total= | | | | | | \$ 1,588,888.00 | Total= | \$ 44,206.31 | Total= | \$ 1,716,144.12 | |

Work to Date: _____ \$ 1,716,144.12
 Retention Held: _____ \$ -
 Sub-Total: _____ \$ 1,716,144.12
 Previous Payments: _____ \$ 1,671,937.82
 Approved: _____ \$ 44,206.30
 Amount Due: _____ \$ 44,206.30

91-8-1
 952218

FINAL WAIVER OF LIEN

STATE OF ILLINOIS)
 COUNTY OF COOK)

Job# 5025
 Est# Six & Final

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Village of Elmwood Park c/o CBBEL
 to furnish labor, equipment and material for Pavement Construction
 for the premises known as 2015 Street Rehab Project
 of which Village of Elmwood Park is the owner.

The undersigned for, and in consideration of Forty Four Thousand Two Hundred Six Dollars and Thirty Cents
 (\$ 44,206.30) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do (s) hereby waive and release any and all lien or claim of, or right, lien, under the Statutes of the State of Illinois, relating to mechanics' liens, This waiver is contingent upon receipt by the undersigned of said amount, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of labor services, materials, fixtures, apparatus or machinery, furnished heretofore by the undersigned for the above-described premises

Given under Our hand and seal this
11th day of December, 2015

Signature and Seal: _____

NOTE: All waivers must be for full the amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS)
 COUNTY OF COOK)

TO WHOM IT MAY CONCERN:

The undersigned, being duly sworn, deposes and says that he is James Behrends
Vice - President of Orange Crush, L.L.C
 who is the contractor for the labor, equipment and material for Pavement Construction work on the
 building located at 2015 Street Rehab Project
 owned by Village of Elmwood Park

That the total amount of the contract including extras is \$ 1,716,144.12 on which he has received payment of \$ 1,671,937.82 prior to this payment. That all waivers are true, correct, and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications.

| NAMES | WHAT FOR | CONTRACT PRICE | AMOUNT PAID | THIS PAYMENT | BALANCE DUE |
|--------------------------------------------------------------------------------------|----------------------------------------------------------------------|---------------------|---------------------|------------------|-------------|
| Orange Crush, L.L.C. | labor, equipment and material | 1,716,144.12 | 1,671,937.82 | 44,206.30 | 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 |
| All material was taken from fully paid stock and delivered on site in our own trucks | We supply and manufacture bituminous asphalt and aggregate materials | 0.00 | 0.00 | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL LABOR AND MATERIAL TO COMPLETE | | 1,716,144.12 | 1,671,937.82 | 44,206.30 | 0.00 |

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this 11th day of December, 2015

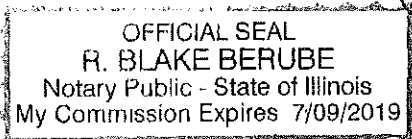
Signature: _____

Subscribed and sworn to before me this _____

11th

December

December, 2015



Notary Public: _____

WAIVER OF LIEN TO DATE

STATE OF ILLINOIS)
 COUNTY OF)

ESCROW# _____ FILE# _____

WHEREAS THE UNDERSIGNED HAS BEEN EMPLOYED BY BURKE LLC

(CONTRACTOR)

TO FURNISH PARKWAY RESTORATION, TOPSOIL AND SOD

FOR THE PREMISES KNOWN 2015 STREET REHABILITATION PROJECT

OF WHICH VILLAGE OF ELMWOOD PARK IS THE OWNER.

THE UNDERSIGNED, FOR AND IN CONSIDERATION OF \$4,702.50 DOLLARS, AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, DO(ES) HEREBY WAIVE AND RELEASE ANY AND ALL LIEN OR CLAIM OF, OR RIGHT TO, LIEN, UNDER THE STATUES OF THE STATE OF ILLINOIS, RELATING TO MECHANICS' LIENS, WITH RESPECT TO AND ON SAID ABOVE-DESCRIBED PREMISES, AND THE IMPROVEMENTS THEREON, AND ON THE MATERIAL, FIXTURES, APPARATUS OR MACHINERY FURNISHED, AND ON THE MONEYS, FUNDS OR OTHER CONSIDERATIONS DUE OR TO BECOME DUE FROM THE OWNER, ON ACCOUNT OF LABOR SERVICES, MATERIAL, FIXTURES, APPARATUS OR MACHINERY FURNISHED TO THIS DATE, BY THE UNDERSIGNED FOR THE ABOVE-DESCRIBED PREMISES.

DATED DECEMBER 3, 2015 COMPANY NAME AMERICAN TOPSOIL CHICAGO, INC.,

SIGN HERE SIGNATURE AND TITLE

JUAN CARLOS CISNEROS/PRESIDENT

IF YOU HAVE CONTRACTED FOR LABOR OR MATERIALS ON THIS JOB YOU MUST COMPLETE THE CONTRACTOR'S AFFIDAVIT.

STATE OF ILLINOIS)
) SS
 COUNTY OF)

CONTRACTOR'S AFFIDAVIT

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, BEING DULY SWORN, DEPOSES AND SAYS THAT HE IS **SUBCONTRACTOR/SUPPLIER** OF THE **SUBCONTRACTOR/GENERAL CONTRACTOR** WHO IS THE CONTRACTOR FOR THE LANDSCAPING WORK ON THE BUILDING LOCATED A VARIOUS STREETS OWNED BY ELMWOOD PARK

IS \$ 129,209.00 ON WHICH HE HAS RECEIVED PAYMENT OF \$ 123,990.00 THAT THE TOTAL AMOUNT OF THE CONTRACT INCLUDING EXTRAS PRIOR TO THIS PAYMENT. THAT ALL WAIVERS ARE TRUE, CORRECT AND GENUINE AND DELIVERED UNCONDITIONALLY AND THAT THERE IS NO CLAIM EITHER LEGAL OR EQUITABLE TO DEFEAT THE VALIDITY OF SAID WAIVERS. THAT THE FOLLOWING ARE THE NAMES OF ALL PARTIES WHO HAVE FURNISHED MATERIAL OR LABOR, OR BOTH, FOR SAID WORK AND ALL PARTIES HAVING CONTRACTS OR SUB CONTRACTS FOR SPECIFIC PORTIONS OF SAID WORK OR FOR MATERIAL ENTERING INTO THE CONSTRUCTION THEREOF AND THE AMOUNT DUE OR TO BECOME DUE TO EACH, AND THAT THE ITEMS MENTIONED INCLUDE ALL LABOR AND MATERIAL REQUIRED TO COMPLETE SAID WORK ACCORDING TO PLANS AND SPECIFICATIONS:

| NAMES | WHAT FOR | CONTRACT PRICE INCLUDING EXTRAS* | AMOUNT PAID | THIS PAYMENT | BALANCE DUE |
|------------------------------------------------------|---------------------|----------------------------------|--------------|--------------|-------------|
| AMERICAN TOPSOIL CHICAGO, INC. | Labor and materials | \$129,209.00 | \$123,990.00 | \$4,702.50 | \$516.50 |
| | | | | | |
| | | | | | |
| | | | | | |
| TOTAL LABOR & MATERIAL INCLUDING EXTRAS* TO COMPLETE | | | | | |

THAT THERE ARE NO OTHER CONTRACTS FOR SAID WORK OUTSTANDING, AND THAT THERE IS NOTHING DUE OR TO BECOME DUE TO ANY PERSON FOR MATERIAL, LABOR OR OTHER WORK OF ANY KIND DONE OR TO BE DONE UPON OR IN CONNECTION WITH SAID WORK OTHER THAN ABOVE STATED.

DATE: _____

SIGNATURE: Juan Carlos Cisneros

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____ 2015 .

 NOTARY PUBLIC

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL & WRITTEN, TO THE CONTRACT

AMERICAN TOPSOIL CHICAGO, INC.
P.O. BOX 92052
ELK GROVE VILLAGE, IL 60009

TO:

BURKE LLC
9575 W. HIGGINS RD. SUITE 600
ROSEMONT, IL 60018

| | |
|-----------------------------|-----------------------------------------------------------------------|
| PROJECT INFORMATION: | VILLAGE OF ELMWOOD PARK 2015 STREET REHABILITATION PROEJCT |
|-----------------------------|-----------------------------------------------------------------------|

| ADDRESS | DESCRIPTION | QTY | UN | EACH | EXT |
|--------------------------|-------------------------|-----|-------|---------|-------------|
| | TOPSOIL FURNISH AND SOD | 495 | Sq Yd | \$ 9.50 | \$ 4,702.50 |
| TOTAL AMOUNT OF INVOICE: | | | | | \$ 4,702.50 |

ISSUED BY:

AMERICAN TOPSOIL CHICAGO, INC.
JUAN CARLOS CISNEROS

Riccio Construction Corporation

PO Box 672
Palos Park, Illinois 60464

Invoice

Date 8/31/2015
Invoice # 2631

BILL TO:

Village of Elmwood Park
11 Conti Parkway
Elmwood Park, IL 60635

PROJECT DESCRIPTION/ LOCATION:

2015 Improvements

P.O. NO. Est. No. RCC Project
4 & FINAL 1505, Various Locati...

| Item No. | Description | Unit | Prior Qty | Prior Amt | Rate | Qty | Amount |
|-----------------|------------------------------------------------------------------|------|-----------|------------|-----------|-----|-----------|
| 1 | TRAFFIC CONTROL | LS | 1 | 15,000.00 | 15,000.00 | 0 | 0.00 |
| 2 | CONSTRUCTION LAYOUT | LS | 1 | 4,000.00 | 4,000.00 | 0 | 0.00 |
| 3 | AGG FOR TEMP ACCESS | EA | 5 | 375.00 | 75.00 | 0 | 0.00 |
| 4 | STRUCTURE ADJUST | EA | 100 | 46,500.00 | 465.00 | 48 | 22,320.00 |
| 5 | FRAME & LIDES TY-1 OL | EA | 30 | 10,500.00 | 350.00 | 15 | 5,250.00 |
| 6 | STRUCTURE RECON W/NEW TY-1 F&L | EA | 32 | 107,200.00 | 3,350.00 | 14 | 46,900.00 |
| 7 | STRUCTURE REMOVED | EA | 84 | 40,050.00 | 445.00 | -3 | -1,335.00 |
| 8 | CB TY-A, 4' DIA. W/TY-1 F&L & 1/2 TRAP | EA | 47 | 206,800.00 | 4,400.00 | 0 | 0.00 |
| 9 | CB TY-C, W/TY-1 F&L | EA | 9 | 24,750.00 | 2,750.00 | 0 | 0.00 |
| 10 | INLET TY-A W/TY-1 F&L | EA | 14 | 29,400.00 | 2,100.00 | 0 | 0.00 |
| 11 | MANHOLE SANIT. 4' DIA W/TY-1 F&L CL | EA | 9 | 70,200.00 | 7,800.00 | 0 | 0.00 |
| EXT 1 | 6' MH 77th Court | EA | 1 | 12,300.00 | 12,300.00 | 0 | 0.00 |
| EXT2 | Valve Box Adjust | EA | 8 | 2,800.00 | 350.00 | 12 | 4,200.00 |
| EXT3 | Valve Box top section | EA | 8 | 1,200.00 | 150.00 | 7 | 1,050.00 |
| EXT4 | R&R new Valve Box | EA | 1 | 720.00 | 720.00 | 3 | 2,160.00 |
| ADDITIONAL WORK | | | | | | | |
| EX 109 | SEWER REPAIR 79th WELLINGTON | LS | 2 | 2,750.00 | 2,754.26 | 0 | 0.00 |
| EX110 | 8" STROM REPLACE 73rd ALTGEID | LS | 2 | 3,350.00 | 3,739.16 | 0 | 0.00 |
| EX111 | 12X6 HOUSE SEWER CONN 75th CT. | LS | 2 | 2,100.00 | 2,139.76 | 0 | 0.00 |
| EX112 | WATER MAIN REPAIR 75th AVE | LS | 2 | 3,350.00 | 3,354.00 | 0 | 0.00 |
| EX 113 | 77th & George St. 18" sewer repair | LS | 1 | 8,903.50 | 8,903.50 | 0 | 0.00 |
| EX114 | 2925 76th Court sewer repair | LS | 1 | 2,504.28 | 2,504.28 | 0 | 0.00 |
| EX115 | 76th & George replace MH connection 8" | LS | 1 | 2,263.16 | 2,263.16 | 0 | 0.00 |
| EX116 | 76th Court south of George replace collapsed 8" lateral to main | LS | 1 | 3,316.00 | 3,316.00 | 0 | 0.00 |
| EX117 | 2824 76th Court replace CB connection | LS | 1 | 3,233.66 | 3,233.66 | 0 | 0.00 |
| EX118 | 2617 75th Court sink hole repair water service | LS | 1 | 2,209.11 | 2,209.11 | 0 | 0.00 |
| EX119 | 2932 76th Ave sewer repair | LS | 1 | 2,670.08 | 2,670.08 | 0 | 0.00 |
| EX120 | 2738 76th Court Sewer and water Service repair | LS | 1 | 7,611.95 | 7,611.95 | 0 | 0.00 |
| EX121 | 75th Ave MH north of driveway repair 6" service connection to MH | LS | 1 | 1,374.15 | 1,374.15 | 0 | 0.00 |
| EX122 | 2904 76th Ave Sewer Service repair | LS | 1 | 3,803.75 | 3,803.75 | 0 | 0.00 |
| EX123 | 77th & George Pour PCC patch for sewer repair | LS | 1 | 882.80 | 882.80 | 0 | 0.00 |
| EX124 | 2600 Block of 78th Ave sewer repair | LS | 1 | 5,382.30 | 5,382.30 | 0 | 0.00 |

Job Total \$735,750.71

Prior Total \$630,711.14 Total This Invoice

Riccio Construction Corporation

PO Box 672
Palos Park, Illinois 60464

Invoice

Date Invoice #
8/31/2015 2631

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Village of Elmwood Park
11 Conti Parkway
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PROJECT DESCRIPTION/ LOCATION:

2015 Improvements

P.O. NO. Est. No. RCC Project
4 & FINAL 1505, Various Locati...

| Item No. | Description | Unit | Prior Qty | Prior Amt | Rate | Qty | Amount |
|------------------|------------------------------------|------|-----------|--------------------|--------------|---------------------------|---------------------|
| EX125 | 2925 78th Ave Repair CB connection | LS | 1 | 2,590.16 | 2,590.16 | 0 | 0.00 |
| EX126 | 2626 78th Ave house sewer repair | LS | 1 | 3,291.24 | 3,291.24 | 0 | 0.00 |
| EX127 | 3315 78th Ave, 74th George | LS | 0 | | 2,701.84 | 1 | 2,701.84 |
| EX128 | 2938 75th Ave | LS | 0 | | 5,720.61 | 1 | 5,720.61 |
| EX129 | 2921 76th Court | LS | 0 | | 8,728.82 | 1 | 8,728.82 |
| EX130 | 78th Ave install Catch basin | LS | 0 | | 7,298.55 | 1 | 7,298.55 |
| | PREVIOUS BILLED | | | | 630,711.14 | | 630,711.14 |
| | TOTAL WORK | | | | | | 735,705.96 |
| | Less Paid | | | | -599,175.58 | | -599,175.58 |
| Job Total | | | | | | | \$735,750.71 |
| | | | | Prior Total | \$630,711.14 | Total This Invoice | \$136,530.38 |