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Doc#: 0627510199 Fee: \$56.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 10/02/2006 03:05 PM Pg: 1 of 17

[Above space for Recorder's Office]

COOK COUNTY, ILLINOIS

RECORDING COVER SHEET

FOR

**BURR RIDGE VILLAGE CENTER SUBDIVISION IMPROVEMENT
COMPLETION AGREEMENT DATED AUGUST 28, 2006 BETWEEN OPUS
REAL ESTATE IL VII BURR RIDGE, L.L.C, A DELAWARE CORPORATION
AND THE VILLAGE OF BURR RIDGE, A MUNICIPAL CORPORATION**

PIN: 18-30-300-028

**After recording return to:
RECORDER'S BOX 324**

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BURR RIDGE VILLAGE CENTER SUBDIVISION IMPROVEMENT COMPLETION AGREEMENT

This Agreement, made this 28th day of August, 2006, by and between Opus Real Estate IL VII Burr Ridge, L.L.C., a Delaware limited liability company, hereinafter referred to as Owner, and the Village of Burr Ridge, a municipal corporation in Cook and DuPage Counties, Illinois, hereinafter referred to as Village:

W I T N E S S E T H:

WHEREAS, Owner owns the property described in **Exhibit A** attached hereto and made a part hereof (the "Property").

WHEREAS, Owner has caused the Property to be subdivided and has filed, for final approval by Village, a subdivision plat for the Property entitled Final Plat of Subdivision for the Burr Ridge Village Center Planned Unit Development prepared by V3 Consultants, and dated July 12, 2006.

WHEREAS, Owner and Village are parties to that certain Development Agreement Between Village of Burr Ridge And Opus North Corporation (Burr Ridge Town Center), dated as of April 29, 2005, as amended by that certain First Amendment to Development Agreement Between Village of Burr Ridge And Opus North Corporation (Burr Ridge Town Center) dated as of June 29, 2006, by that certain letter agreement dated July 21, 2006, and by that certain Third Amendment to Development Agreement (Burr Ridge Town Center) dated as of August 14, 2006 (collectively, the "Development Agreement"), pursuant to which, among other things, Owner is required to install and complete at Owner's expense certain improvements, upon and subject to the conditions and limitations set forth therein.

WHEREAS, Owner is required, pursuant to Ordinance No. 894 adopted by the Village on November 13, 2000 (as amended from time to time, the "Subdivision Ordinance"), to substantially complete certain improvements (collectively, the "Land Improvements") set forth in the plans and specifications prepared by V3 Companies with an issue date of May 17, 2006 and last revised July 7, 2006 within two (2) years from the date of Village's approval of the final subdivision plat, subject to any applicable exceptions set forth in the Subdivision Ordinance, and to maintain and repair said improvements for a period of two (2) years after completion and acceptance by Village (or such longer period as is provided in the Subdivision Ordinance).

NOW, THEREFORE, in consideration of the Village's approval of the plat of subdivision hereinabove described and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner hereby agrees as follows:

- 1 That at Owner's expense, Owner shall fully install and complete within two (2) years from the date of approval of the subdivision plat entitled Final Plat of Subdivision for the Burr Ridge Village Center Planned Unit Development, the Land Improvements, subject to any applicable exceptions set forth in the Subdivision Ordinance.

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- 2 That at Owner's expense, Owner shall maintain and repair the Land Improvements for a period of two (2) years after completion of and acceptance by Village of the Land Improvements (or such longer period as is provided in the Subdivision Ordinance), to the extent required by the Subdivision Ordinance.
- 3 Prior to the execution and delivery of this Agreement, Owner has provided to the Village a performance bond in form and substance reasonably acceptable to the Village in the amount of 125% of the estimated cost of the Land Improvements to be constructed prior to the date ("Deposit Date") ninety (90) days after the date of such performance bond. On or before the Deposit Date, Owner shall deposit with the Village a letter of credit ("Letter of Credit") in the form attached hereto and made a part hereof as Exhibit B in the amount of 125% of the estimated cost of the constituent items of the Land Improvements which are not substantially completed as of the date of such deposit. Upon Owner's deposit of the Letter of Credit, the Village shall return said performance bond. The estimated cost of each constituent item of the Land Improvements is set forth on Exhibit C attached hereto and made a part hereof. If Owner fails to deposit the Letter of Credit with the Village on or before the Deposit Date, then the Village, as its sole and exclusive remedy, shall be permitted to require Owner to stop construction of the Land Improvements.
- 4 After Owner deposits the Letter of Credit, Owner may, from time to time upon substantial completion of any of the constituent items of the Land Improvements, request and the Village shall approve a reduction of the Letter of Credit by an amount equal to 125% of the estimated cost of the constituent items of the Land Improvements which have not been substantially completed at the time of such request. For purposes hereof, the term "substantial completion" and "substantially completed" shall mean, (i) with respect to any streets included within the Land Improvements, that such street pavement and curbs, except the final course of asphalt, have been constructed and approved by the Village Engineer; (ii) with respect to any utilities included within the Land Improvements, that such utilities are operational and have been approved by the Village Engineer; (iii) with respect to any stormwater management facilities included within the Land Improvements, that such stormwater management facilities are operational and have been approved by the Village Engineer; and (iv) with respect to any other constituent items of the Land Improvements, that such items are operational and have been approved by the Village Engineer. Upon substantial completion of the Land Improvements, Owner will dedicate the water and sewer mains and off-site roadways forming part of the Land Improvements to the Village and the Village shall accept the same, and, subject to Owner's maintenance obligations set forth herein, shall maintain the Land Improvements consistent with other public improvements of the Village. Notwithstanding the foregoing, in no circumstances shall the amount of the Letter of Credit be reduced below 10% of its original amount during the maintenance period required by the Subdivision Ordinance.
- 5 That in the event Owner breaches the foregoing covenants and such breach continues for a period of thirty (30) days following Owner's receipt of written notice of such

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breach from the Village (or such longer period as is reasonably necessary if such breach is of a type or nature that cannot reasonably be cured within said 30-day period and Owner diligently pursues the cure of such breach), then Village may declare such failure an "Owner's Default" and may present the Letter of Credit for payment to the extent required to fund the construction of the Land Improvements which have not then been completed.

- 6 Upon completion of the Land Improvements in accordance with the requirements of this Agreement and the expiration of the maintenance period required by the Subdivision Ordinance, the Letter of Credit shall be returned to Owner and canceled and this Agreement shall automatically terminate without further act of the parties hereto. Upon request by Owner the Village shall execute any documents reasonably required to evidence such termination and to remove any exceptions to Owner's title resulting from this Agreement. In connection with any transfer of the Property, the Letter of Credit shall be returned to the transferor upon the transferee furnishing the Village a substitute Letter of Credit which complies with the requirements of this Agreement, in which event the transferor shall have no further liability for breach or covenant under this Agreement occurring with respect to the Property, provided any such transferee shall assume the obligations of Owner under this Agreement, subject to the terms, conditions and limitations herein contained.
- 7 Nothing herein shall be deemed or construed to amend or otherwise modify Owner's obligations under the Development Agreement and/or the Subdivision Ordinance, and in the event of any conflict between the terms of this Agreement and the provisions of the Development Agreement and/or the Subdivision Ordinance, the terms of the Development Agreement and/or the Subdivision Ordinance shall govern and control.
- 8 This Agreement shall be recorded and shall be binding upon and inure to the benefit of Owner and the Village and their respective heirs, executors, successors and assigns; provided, however, if any portion of the Property is developed as a condominium project, then this Agreement shall not be binding upon or inure to the benefit of such portion of the Property or to any owner, tenant or occupant thereof.
- 9 If any portion of this Agreement shall be declared void or unenforceable, such adjudication shall not affect the validity or enforceability of any remaining part of this Agreement.

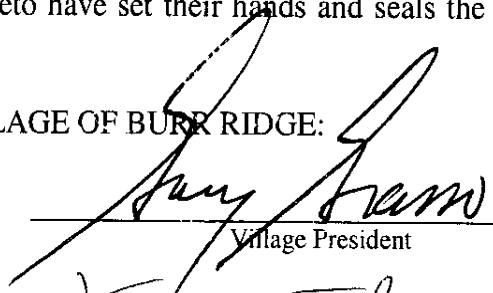
[Signature page follows.]

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

VILLAGE OF BURR RIDGE:

By:



Village President

Attest:



Village Clerk

OWNER:

Opus Real Estate IL VII Burr Ridge,
L.L.C., a Delaware limited liability
company

By:



Signature

Wade C. Lau
Print Name
Vice President

PROPERTY OF COOK COUNTY CLERK'S OFFICE

UNOFFICIAL COPY**EXHIBIT**A

18-30-300-028

THAT PART OF THE WEST 1/2 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTHERLY LINE OF THE PERMANENT EASEMENT FOR HIGHWAY PURPOSES (INTERSTATE ROUTE 55) PER INSTRUMENT RECORDED AUGUST 12, 1959 AS DOCUMENT NUMBER 17627674, WITH THE WESTERLY LINE OF BURR RIDGE PARKWAY IN BURR RIDGE PARK UNIT 1, BEING A SUBDIVISION IN THE WEST 1/2 OF SECTION 30, AFORESAID, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 3, 1984 AS DOCUMENT NUMBER 26915064, THE FOLLOWING THREE COURSES ARE ALONG THE WESTERLY LINE OF SAID BURR RIDGE PARKWAY; THENCE SOUTHERLY ALONG A CURVED LINE CONVEX EASTERLY AND HAVING A RADIUS OF 690.00 FEET, AN ARC DISTANCE OF 642.83 FEET TO A POINT OF TANGENCY IN SAID LINE; THENCE SOUTH 34 DEGREES 14 MINUTES 40 SECONDS WEST ALONG A LINE TANGENT TO LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT 81.30 FEET TO A POINT OF CURVATURE IN SAID LINE, THENCE SOUTHWESTERLY ALONG A CURVED LINE CONVEX NORTHWESTERLY, HAVING A RADIUS OF 865.00 FEET AND BEING TANGENT TO SAID LAST DESCRIBED LINE AT SAID LAST DESCRIBED POINT, AN ARC DISTANCE OF 274.49 FEET TO A PLACE OF BEGINNING; THENCE CONTINUING SOUTHERLY ALONG THE WESTERLY LINE OF SAID BURR RIDGE PARKWAY THE FOLLOWING FIVE (5) COURSES AND DISTANCES; THENCE SOUTHWESTERLY ALONG A CURVED LINE CONVEX NORTHWESTERLY HAVING A RADIUS OF 865.00 FEET, HAVING A CHORD BEARING OF SOUTH 05 DEGREES 17 MINUTES 23 SECONDS WEST, AN ARC DISTANCE OF 325.28 TO A POINT OF TANGENCY IN SAID LINE; THENCE SOUTH 05 DEGREES 29 MINUTES 00 SECONDS EAST ALONG THE WESTERLY LINE OF SAID BURR RIDGE DRIVE, BEING TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 279.36 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID BURR RIDGE PARKWAY, BEING A CURVED LINE CONVEX EASTERLY AND HAVING A RADIUS OF 675.00 FEET, AN ARC DISTANCE OF 321.83 FEET TO A POINT OF TANGENCY IN SAID LINE; THENCE SOUTH 21 DEGREES 50 MINUTES 04 SECONDS WEST ALONG THE WESTERLY LINE OF SAID BURR RIDGE PARKWAY, 363.20 FEET TO POINT OF CURVATURE IN SAID LINE; THENCE SOUTHWESTERLY ALONG THE WESTERLY LINE OF SAID BURR RIDGE PARKWAY, BEING A CURVED LINE CONVEX SOUTHEASTERLY AND HAVING A RADIUS OF 705.00 FEET, AN ARC DISTANCE OF 547.22 FEET TO A POINT OF COMPOUND CURVATURE, SAID POINT BEING THE INTERSECTION OF SAID WESTERLY LINE WITH THE NORTHEASTERLY LINE OF FRONTAGE ROAD ACCORDING TO THE PLAT OF DEDICATION RECORDED MARCH 19, 1985 AS DOCUMENT NUMBER 27479279; THE FOLLOWING FOUR COURSES ARE ALONG THE

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NORTHEASTERLY LINE OF SAID FRONTAGE ROAD; THENCE WESTERLY ALONG A CURVED LINE CONVEX SOUTHERLY AND HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 49.57 FEET TO A POINT OF TANGENCY IN SAID LINE; THENCE NORTH 19 DEGREES 01 MINUTES 32 SECONDS WEST, 115.88 FEET TO A POINT OF CURVATURE IN SAID LINE; THENCE NORTHWESTERLY ALONG A CURVED LINE CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 425.00 FEET, AN ARC DISTANCE OF 231.81 FEET TO A POINT OF TANGENCY IN SAID LINE; THENCE NORTH 50 DEGREES 16 MINUTES 35 SECONDS WEST, 138.72 FEET; THENCE NORTH 39 DEGREES 38 MINUTES 59 SECONDS EAST, 131.71 FEET; THENCE SOUTH 80 DEGREES 19 MINUTES 25 SECONDS EAST, 157.13 FEET; THENCE NORTH 40 DEGREES 14 MINUTES 07 SECONDS EAST, 184.47 FEET; THENCE NORTH 09 DEGREES 38 MINUTES 57 SECONDS EAST, 159.30 FEET; THENCE ALONG A NONTANGENTIAL CURVED LINE CONVEX WESTERLY AND HAVING A RADIUS OF 50.00 FEET, HAVING A CHORD BEARING OF NORTH 09 DEGREES 38 MINUTES 57 SECONDS EAST, AN ARC DISTANCE OF 164.29; THENCE NORTH 09 DEGREES 38 MINUTES 57 SECONDS EAST ALONG A LINE NOT TANGENT TO LAST DESCRIBED CURVED LINE, 256.92 FEET; THENCE NORTH 80 DEGREES 21 MINUTES 03 SECONDS WEST, 232.69 FEET; THENCE NORTH 30 DEGREES 21 MINUTES 01 SECONDS WEST, 347.50 FEET TO A POINT ON THE EASTERLY LINE OF THE PERMANENT EASEMENT FOR HIGHWAY PURPOSES AS PER INSTRUMENT RECORDED AUGUST 12, 1959 AS DOCUMENT NO. 17627674; THE FOLLOWING TWO COURSES ARE ALONG THE EASTERLY LINE OF SAID PERMANENT EASEMENT FOR HIGHWAY PURPOSES: THENCE NORTH 54 DEGREES 06 MINUTES 58 SECONDS EAST, 350.62 FEET; THENCE NORTH 28 DEGREES 39 MINUTES 26 SECONDS EAST, 108.94 FEET TO A POINT BEING 3644.26 FEET NORTH AND 1888.33 FEET WEST OF THE SOUTHEAST CORNER OF THE WEST 1/2 OF SAID SECTION 30, AS MEASURED ALONG THE EAST LINE THEREOF AND ALONG A LINE AT RIGHT ANGLES THERETO; THENCE SOUTH 80 DEGREES 06 MINUTES 52 SECONDS EAST, 426.44 FEET; THENCE SOUTH 51 DEGREES 06 MINUTES 52 SECONDS EAST, 94.61 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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EXHIBIT B

BURR RIDGE VILLAGE CENTER SUBDIVISION IMPROVEMENT COMPLETION AGREEMENT

Form of Letter of Credit

IRREVOCABLE LETTER OF CREDIT NO. _____

Applicant: name and address: _____

Beneficiary: Village of Burr Ridge
7600 S. County Line Rd.
Burr Ridge, Illinois

Expiration date: (insert date [two] years after issuance) Amount: _____

Gentlemen:

We hereby establish in your favor our Irrevocable Letter of Credit No. _____ in the amount of _____ dollars available for negotiation of your drafts at sight drawn on the _____ for the account of _____.

We engage with you that any draft at sight drawn under and in compliance with the terms of this Letter of Credit will be fully honored by us provided that:

1. It is presented at this office on or before _____.
2. It is accompanied by the original of this Letter of Credit;
3. It is accompanied by a statement signed by the Village Engineer and the Village President of the Village of Burr Ridge, Burr Ridge, Illinois, that an Owner's Default has occurred and the funds are drawn under Letter of Credit No. _____ in accordance with a Subdivision Improvement Agreement between the Village of Burr Ridge and _____, dated _____.

The principal amount of your authority to draft under this Letter of Credit shall be reduced by the exact amount of any payment or payments authorized and approved by the Village Engineer and Village President of the Village of Burr Ridge, Burr Ridge, Illinois, in accordance with their written direction to us.

This Letter of Credit expires on _____, provided, however, that we shall notify the Village Clerk of such expiration date by certified mail, return receipt requested, at least 30 days prior to said expiration date. In no event shall this Letter of Credit or the obligations contained herein expire except upon such prior written notice, it being expressly agreed by us that the expiration date _____ shall be extended as shall be required to comply with this notice provision.

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Drafts under this credit shall bear upon their face the words "Drawn under Letter of Credit No. _____ dated _____." The amount of any draft shown under this Letter of Credit must be endorsed on the reverse side hereof, and this Letter of Credit shall be promptly returned to the Village of Burr Ridge after presentation of any draft which does not exhaust the amount of the credit.

This documentary credit is subject to the "Uniform Customs and Practice for Documentary Credits" (1993 revision), International Chamber of Commerce (Publication No. 400).

Any reference in this Letter of Credit to the Subdivision Improvement Agreement is for identification purposes only and such Agreement does not form a part of this Letter of Credit.

This Letter of Credit is not transferable.

Sincerely,

Title

Date: _____

Property of Cook County Clerk's Office

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EXHIBIT C

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

for

On-Site Public Improvements

Burr Ridge Village Center

Burr Ridge, IL

July 19, 2006

| 1.0 EARTHWORK & EROSION CONTROL | QUANTITY | UNITS | UNIT PRICE | COST |
|--|----------|---------------|---------------|---------------|
| 1.01 REMOVAL OF EXISTING TEMPORARY ENTRANCE | 1 | lf | \$ 2,000.00 | \$ 2,000.00 |
| 1.02 EARTHWORK MASS GRADING (PRIVATE STREET AREAS) | 1 | \$ 300,000.00 | \$ 300,000.00 | |
| 1.03 STRAWBALE INLET SEDIMENT TRAPS | 48 | each | \$ 200.00 | \$ 9,600.00 |
| 1.04 STABILIZED CONSTRUCTION ENTRANCE | 5 | each | \$ 3,000.00 | \$ 15,000.00 |
| 1.06 CHAIN LINK FENCE | 5,135 | lf | \$ 3.00 | \$ 15,405.00 |
| 1.07 SILT FENCE | 5,135 | lf | \$ 3.00 | \$ 15,405.00 |
| Subtotal Division 1.0: | | | | \$ 361,004.50 |

| 2.0 SANITARY SEWER | QUANTITY | UNITS | UNIT PRICE | COST |
|--|----------|-------|-------------|--------------|
| 2.01 8" PVC SANITARY SEWER, SDR-26 (0-15' depth) | 978 | lf | \$ 43.00 | \$ 42,066.00 |
| 2.02 4" SANITARY MANHOLE | 7 | each | \$ 4,000.00 | \$ 28,000.00 |
| 2.03 ADJUST EXISTING SANITARY MANHOLE | 2 | each | \$ 500.00 | \$ 1,000.00 |
| 2.04 TRENCH BACKFILL | 500 | cy | \$ 30.00 | \$ 15,000.00 |
| Subtotal Division 2.0: | | | | \$ 88,010.00 |

| 3.0 WATER SUPPLY | QUANTITY | UNITS | UNIT PRICE | COST |
|---|----------|-------|-------------|---------------|
| 3.01 8" PVC (C-900) | 3,131 | lf | \$ 33.00 | \$ 103,323.00 |
| 3.02 FIRE HYDRANT W/ VALVE BOX | 10 | each | \$ 4,500.00 | \$ 45,000.00 |
| 3.03 8" x 12" PRESSURE CONNECTION IN 5' DIA VALVE VAULT | 2 | each | \$ 6,000.00 | \$ 12,000.00 |
| 3.04 8" x 16" PRESSURE CONNECTION IN 5' DIA VALVE VAULT | 1 | each | \$ 7,000.00 | \$ 7,000.00 |
| 3.05 8" GATE VALVE IN 4" VALVE VAULT | 4 | each | \$ 4,188.00 | \$ 16,752.00 |
| 3.06 TRENCH BACKFILL | 2,000 | cy | \$ 30.00 | \$ 60,000.00 |
| Subtotal Division 3.0: | | | | \$ 243,323.00 |

| 4.0 STORM SEWER SYSTEM | QUANTITY | UNITS | PRICE | COST |
|--|----------|-------|-------------|---------------|
| 4.01 STORM SEWER, DTP (1.32 (10") | 25 | lf | \$ 28.00 | \$ 700.00 |
| 4.02 STORM SEWER, PVC SDR-26 (10") | 471 | lf | \$ 28.00 | \$ 13,268.00 |
| 4.03 STORM SEWER, RCP (12") | 1,377 | lf | \$ 28.00 | \$ 38,556.00 |
| 4.04 STORM SEWER, RCP (15") | 382 | lf | \$ 35.00 | \$ 13,370.00 |
| 4.05 STORM SEWER, RCP (18") | 471 | lf | \$ 40.00 | \$ 18,840.00 |
| 4.06 STORM SEWER, RCP (24") | 363 | lf | \$ 50.00 | \$ 18,150.00 |
| 4.07 STORM SEWER, RCP (27") | 1,110 | lf | \$ 60.00 | \$ 66,600.00 |
| 4.08 STORM SEWER, RCP (27") | 564 | lf | \$ 70.00 | \$ 39,480.00 |
| 4.09 STORM INLET, TYPE "A" (7) | 16 | each | \$ 1,200.00 | \$ 19,200.00 |
| 4.10 STORM MANHOLE (4) | 30 | each | \$ 3,000.00 | \$ 90,000.00 |
| 4.11 STORM CATCH BASIN (4) | 1 | each | \$ 3,000.00 | \$ 3,000.00 |
| 4.12 STORM MANHOLE (3) | 13 | each | \$ 3,200.00 | \$ 41,600.00 |
| 4.13 24" FLARED END SECTION W/ RIPRAP | 2 | each | \$ 2,000.00 | \$ 4,000.00 |
| 4.14 27" FLARED END SECTION W/ RIPRAP | 1 | each | \$ 7,000.00 | \$ 7,000.00 |
| 4.15 ADJUST/CONNECT TO EXISTING STORM MANHOLE | 5 | each | \$ 1,000.00 | \$ 5,000.00 |
| 4.16 REMOVE AND REPLACE EXISTING STORM MANHOLE | 1 | each | \$ 4,000.00 | \$ 4,000.00 |
| 4.17 TRENCH BACKFILL | 2,800 | cy | \$ 30.00 | \$ 84,000.00 |
| Subtotal Division 4.0: | | | | \$ 467,464.00 |

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| 5.0 PAVING | QUANTITY | UNITS | UNIT PRICE | COST |
|---|----------|-------|------------|---------------|
| 5.01 1.5" BITUMINOUS CONCRETE SURFACE COURSE, SUPERPAVE, MIX D, NS0 | 9,596 | sy | \$ 4.50 | \$ 43,182.00 |
| 5.02 2.5" BITUMINOUS CONCRETE BINDER COURSE, SUPERPAVE, H-19, NS0 | 9,596 | sy | \$ 7.00 | \$ 67,172.00 |
| 5.03 9" BITUMINOUS BASE COURSE, SUPERPAVE | 7,629 | sy | \$ 40.00 | \$ 305,160.00 |
| 5.04 6" AGGREGATE BASE COURSE, TYPE B | 1,967 | sy | \$ 6.50 | \$ 12,785.50 |
| 5.05 2" AGGREGATE BASE COURSE, TYPE B | 7,629 | sy | \$ 2.00 | \$ 15,258.00 |
| 5.06 M6 12 CURB AND GUTTER | 15,819 | lf | \$ 15.00 | \$ 237,285.00 |
| 5.07 M3 12 CURB AND GUTTER | 290 | lf | \$ 15.00 | \$ 4,350.00 |
| 5.08 M4 12 CURB AND GUTTER | 56 | lf | \$ 15.00 | \$ 840.00 |
| 5.09 M6 12 CURB AND GUTTER | 29 | lf | \$ 15.00 | \$ 435.00 |
| 5.10 DEPRESSED CURB AND GUTTER | 2,556 | lf | \$ 15.00 | \$ 38,340.00 |
| 5.11 3" P.C.C. SIDEWALK W/4" COMPACTED CA-6 | 25,600 | sf | \$ 5.00 | \$ 128,000.00 |
| Subtotal Division 5.0: | | | | \$ 850,107.50 |

| 6.0 DEMOLITION OF LIFETIME DRIVE | QUANTITY | UNITS | UNIT PRICE | COST |
|---|----------|-------|--------------|--------------|
| 6.01 REMOVAL OF EXISTING BITUMINOUS PAVEMENT (14") & DISPOSAL OFFSITE | 4,120 | sy | \$ 11.00 | \$ 45,320.00 |
| 6.02 REMOVAL OF EXISTING CURB AND GUTTER & DISPOSAL OFF-SITE | 3,105 | lf | \$ 6.00 | \$ 18,630.00 |
| 6.03 REMOVAL OF EXISTING CONCRETE SIDEWALK & DISPOSAL OFFSITE | 120 | sy | \$ 10.00 | \$ 1,200.00 |
| 6.04 REMOVE EXISTING 8" 20M STRUCTURE & DISPOSAL OFF-SITE | 4 | each | \$ 1,000.00 | \$ 4,000.00 |
| 6.05 REMOVE EXISTING 10" 20M SEWER & DISPOSAL OFF-SITE | 277 | lf | \$ 7.50 | \$ 2,077.50 |
| 6.06 REMOVE EXISTING LIQUID POLE & DISPOSAL OFF-SITE | 7 | each | \$ 1,000.00 | \$ 7,000.00 |
| 6.07 REMOVE/RELOCATE EXISTING TREES | 1 | ts | \$ 10,000.00 | \$ 10,000.00 |
| Subtotal Division 6.0: | | | | \$ 88,227.50 |

| 7.0 LANDSCAPING & MISCELLANEOUS | QUANTITY | UNITS | UNIT PRICE | COST |
|---------------------------------------|----------|-------|-------------|--------------|
| 7.01 R.O.W. RESTORATION | 1 | LS | \$ 8,000.00 | \$ 8,000.00 |
| 7.02 SIGN TO BE REMOVED/RELOCATED | 2 | each | \$ 200.00 | \$ 400.00 |
| 7.03 AS-BUILT UTILITY RECORD DRAWINGS | 1 | LS | \$ 9,000.00 | \$ 9,000.00 |
| Subtotal Division 7.0: | | | | \$ 17,400.00 |

TOTALS:

| | |
|----------------------------------|------------------------|
| 1.0 EARTHWORK & EROSION CONTROL | \$ 361,004.50 |
| 2.0 SANITARY SEWER | \$ 88,070.00 |
| 3.0 WATER SUPPLY | \$ 241,721.00 |
| 4.0 STORM SEWER SYSTEM | \$ 467,464.00 |
| 5.0 PAVING | \$ 850,107.50 |
| 6.0 DEMOLITION OF LIFETIME DRIVE | \$ 88,227.50 |
| 7.0 LANDSCAPING & MISCELLANEOUS | \$ 17,400.00 |
| TOTAL: | \$ 2,115,536.50 |

The Engineer's Opinion of Probable Cost is based upon the Final Engineering Plans for the Burr Ridge Village Center dated July 7, 2006 and prepared by V3 Companies of Illinois, Ltd. Since V3 Companies has no control over the cost of labor, materials, equipment or services furnished by others, the Contractor's methods of determining prices, competitive bidding or market conditions, this Opinion of Probable Construction Costs is based on V3 Companies' best judgment as an experienced and qualified professional engineer, familiar with the construction industry. However, V3 Companies cannot and does not guarantee that proposals, bids or actual Construction Costs will not vary from the Opinions of Probable Construction Costs prepared by V3 Companies of Illinois, Ltd.

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ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

for

Burr Ridge Parkway and Bridewell Drive Improvements

Burr Ridge Village Center

Burr Ridge, IL

July 19, 2006

| 1.0 PAVING - BURR RIDGE PARKWAY | QUANTITY | UNITS | UNIT PRICE | COST |
|--|----------|-----------|------------|------------|
| 1.01 BITUMINOUS SURFACE COURSE (1.5") SUPERPAVE IL-9.5 NS0 | 2,112 | sy | 4.50 | 9,504.00 |
| 1.02 BITUMINOUS SURFACE COURSE (2.5") SUPERPAVE IL-19 NS0 | 2,112 | sy | 7.00 | 14,784.00 |
| 1.03 BITUMINOUS BASE COURSE (6") SUPERPAVE IL-19 NS0 | 2,112 | sy | 10.00 | 21,120.00 |
| 1.04 4" AGGR. BASE COURSE TYPE B (GRADE R OR W) | 2,112 | sy | 3.00 | 6,336.00 |
| 1.05 BITUMINOUS PRIME COAT 0.30 GAL/SY | 634 | gal | 1.50 | 950.40 |
| 1.06 SUBGRADE PREPARATION | 2,323 | sy | 1.00 | 2,323.00 |
| 1.07 SAWCUT EXISTING PAVEMENT | 1,871 | lf | 2.50 | 4,677.50 |
| 1.08 REMOVAL OF EXISTING CURB AND GUTTER & DISPOSAL OFFSITE | 1,545 | lf | 6.00 | 9,270.00 |
| 1.09 EARTH EXCAVATION (FOR NEW PAVEMENT) & DISPOSAL OFFSITE | 522 | cy | 25.00 | 13,050.00 |
| 1.10 8x12 CURB AND GUTTER W/AGGR. BASE | 3,160 | lf | 15.00 | 47,400.00 |
| 1.11 HACKFILL CURBS | 3,160 | lf | 1.00 | 3,160.00 |
| 1.12 STRIPING & SIGNAGE | 1 | allowance | 5,000.00 | 5,000.00 |
| 1.12.5" PCC SIDEWALK W/4" COMPACTED CA-6 (AT NEW SIGNAL) | 750 | sf | 5.00 | 3,750.00 |
| 1.13 REMOVE AND REPLACE EXISTING MANHOLE | 2 | ea | 4,000.00 | 8,000.00 |
| 1.14 REMOVE EXISTING SIDEWALK & DISPOSAL OFFSITE (AT NEW SIGNAL) | 62 | sf | 10.00 | 620.00 |
| 1.15 RELOCATE EXISTING STREET LIGHTS | 14 | ea | 3,000.00 | 42,000.00 |
| 1.16 REMOVE/RELOCATE EXISTING TREES | 1 | ls | 10,000.00 | 10,000.00 |
| Subtotal Division 1.0: | | | | 265,304.90 |

| 2.0 PAVING - BRIDEWELL DRIVE | QUANTITY | UNITS | UNIT PRICE | COST |
|---|----------|-----------|------------|-----------|
| 2.01 BITUMINOUS SURFACE COURSE (1.5") SUPERPAVE IL-9.5 NS0 | 782 | sy | 4.50 | 3,519.00 |
| 2.02 BITUMINOUS SURFACE COURSE (2.5") SUPERPAVE IL-19 NS0 | 782 | sy | 7.00 | 5,474.00 |
| 2.03 BITUMINOUS BASE COURSE (6") SUPERPAVE IL-19 NS0 | 782 | sy | 10.00 | 7,820.00 |
| 2.04 4" AGGR. BASE COURSE TYPE B (GRADE R OR W) | 782 | sy | 3.00 | 2,346.00 |
| 2.05 BITUMINOUS PRIME COAT 0.30 GAL/SY | 235 | gal | 1.50 | 352.50 |
| 2.06 SUBGRADE PREPARATION | 860 | sy | 1.00 | 860.00 |
| 2.07 8x12 CURB AND GUTTER W/AGGR. BASE | 1,530 | lf | 15.00 | 22,950.00 |
| 2.08 12x12 CURB AND GUTTER W/AGGR. BASE | 65 | lf | 15.00 | 975.00 |
| 2.09 HACKFILL CURBS | 1,595 | lf | 1.00 | 1,595.00 |
| 2.10 REMOVAL OF EXISTING CURB AND GUTTER & DISPOSAL OFFSITE | 225 | lf | 6.00 | 1,350.00 |
| 2.11 EARTH EXCAVATION (FOR NEW PAVEMENT) & DISPOSAL OFFSITE | 243 | cy | 25.00 | 6,075.00 |
| 2.12 REMOVAL OF EXISTING PAVEMENT & DISPOSAL OFFSITE | 168 | sy | 11.00 | 1,848.00 |
| 2.13 REMOVE AND REPLACE EXISTING MANHOLE | 1 | ea | 4,000.00 | 4,000.00 |
| 2.14 RELOCATE EXISTING STREET LIGHTS | 1 | ea | 3,000.00 | 3,000.00 |
| 2.15 RELOCATE EXISTING FIRE HYDRANT | 1 | ea | 3,000.00 | 3,000.00 |
| 2.16 RELOCATE EXISTING SIGN | 1 | ea | 200.00 | 200.00 |
| 2.17 ADJUST EXISTING MANHOLE | 1 | ea | 300.00 | 300.00 |
| 2.18 ADJUST EXISTING VALVE VAULT | 1 | ea | 300.00 | 300.00 |
| 2.19 REMOVE EXISTING STRIPING | 1 | allowance | 1,000.00 | 1,000.00 |
| 2.20 STRIPING & SIGNAGE | 1 | allowance | 2,500.00 | 2,500.00 |
| Subtotal Division 2.0: | | | | 87,621.90 |

| 3.0 SAFETY PRECAUTIONS & MISCELLANEOUS | QUANTITY | UNITS | UNIT PRICE | COST |
|--|----------|-----------|------------|-----------|
| 3.01 TRAFFIC CONTROL | 1 | allowance | 10,000.00 | 10,000.00 |
| 3.02 AS BUILT UTILITY RECORD DRAWINGS | 1 | ls | 800.00 | 800.00 |
| Subtotal Division 3.0: | | | | 10,800.00 |

TOTALS:

| | | | | |
|---------------------------------|--|--|--|----------------------|
| 1.0 PAVING - BURR RIDGE PARKWAY | | | | \$ 265,304.90 |
| 2.0 PAVING - BRIDEWELL DRIVE | | | | \$ 87,621.90 |
| 3.0 SAFETY PRECAUTIONS | | | | \$ 10,800.00 |
| TOTAL | | | | \$ 363,726.80 |

The Engineer's Opinion of Probable Cost is based upon the Final Engineering Plans for the Burr Ridge Village Center dated July 7, 2006 and prepared by V3 Companies of Illinois, Ltd. Since V3 Companies has no control over the cost of labor, materials, equipment or services furnished by others, the Contractor's methods of determining prices, competitive bidding or market conditions, this Opinion of Probable Construction Costs is based on V3 Companies' best judgment as an experienced and qualified professional engineer, familiar with the construction industry. However, V3 Companies cannot and does not guarantee that proposals, bids or actual Construction Costs will not vary from the Opinions of Probable Construction Costs prepared by V3 Companies of Illinois, Ltd.

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ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

for

Proposed Burr Ridge Parkway and Bridewell Drive Traffic Signals

Burr Ridge Village Center

Burr Ridge, IL

July 7, 2006

| Item | Unit | Quantity | Unit Cost | Cost |
|---|--------|----------|------------|---------------------|
| Traffic Control & Protection | L. Sum | 1 | \$3,000.00 | \$3,000.00 |
| L.E.D. Internally-Illuminated Street Name Sign-One Face | Each | 2 | 2,000.00 | \$4,000.00 |
| L.E.D. Internally-Illuminated Street Name Sign Two Face | Each | 1 | 3,000.00 | \$3,000.00 |
| Conduit in Trench, 2" Dia., Galvanized Steel | Foot | 36 | 9.50 | \$342.00 |
| Conduit in Trench, 2 1/2" Dia., Galvanized Steel | Foot | 27 | 16.00 | \$432.00 |
| Conduit in Trench, 3" Dia., Galvanized Steel | Foot | 5 | 22.00 | \$110.00 |
| Conduit in Trench, 4" Dia., Galvanized Steel | Foot | 29 | 25.00 | \$725.00 |
| Conduit in Trench, 5" Dia., Galvanized Steel | Foot | 10 | 30.00 | \$300.00 |
| Conduit Pushed, 2" Dia., Galvanized Steel | Foot | 185 | 17.00 | \$3,145.00 |
| Conduit Pushed, 4" Dia., Galvanized Steel | Foot | 168 | 31.00 | \$5,208.00 |
| Conduit Pushed, 5" Dia., Galvanized Steel | Foot | 90 | 36.00 | \$3,256.00 |
| Handhole | Each | 5 | 1,260.00 | \$6,300.00 |
| Double Handhole | Each | 1 | 2,350.00 | \$2,350.00 |
| Electric Cable in Conduit, Grounding No. 6 1c | Foot | 414 | 1.10 | \$455.40 |
| Electric Cable in Conduit, Signal, No. 8 2c | Foot | 481 | 0.90 | \$414.90 |
| Electric Cable in Conduit, Signal, No. 14 2c | Foot | 1139 | 0.60 | \$683.40 |
| Electric Cable in Conduit, Signal, No. 14 3c | Foot | 1681 | 0.65 | \$1,092.65 |
| Electric Cable in Conduit, Signal, No. 14 5c | Foot | 1527 | 0.75 | \$1,145.25 |
| Electric Cable in Conduit, Signal, No. 14 7c | Foot | 639 | 1.10 | \$696.30 |
| Electric Cable in Conduit, Signal, No. 20 3c | Foot | 662 | 1.20 | \$794.40 |
| Electric Cable in Conduit, Communication, 5 1/2 Pair No. 16 3c | Foot | 816 | 3.50 | \$2,856.00 |
| Electric Cable in Conduit Service No. 8 2/c | Foot | 45 | 3.00 | \$135.00 |
| Traffic Signal Post, 14 Ft. | Each | 1 | 660.00 | \$660.00 |
| Traffic Signal Post, 16 Ft. | Each | 1 | 710.00 | \$710.00 |
| Steel Combination Mast Arm Assembly & Pole, 18 Ft. (15' Truss Type Arm) | Each | 1 | 5,200.00 | \$5,200.00 |
| Steel Combination Mast Arm Assembly & Pole, 30 Ft. (15' Truss Type Arm) | Each | 1 | 5,650.00 | \$5,650.00 |
| Steel Combination Mast Arm Assembly & Pole, 40 Ft. (15' Truss Type Arm) | Each | 2 | 7,100.00 | \$14,200.00 |
| Concrete Foundation, Type A | Foot | 12 | 350.00 | \$4,200.00 |
| Concrete Foundation, Type D | Foot | 4 | 240.00 | \$960.00 |
| Concrete Foundation, Type E 36" Dia. | Foot | 60 | 140.00 | \$8,400.00 |
| Signal Head, L.E.D. 1 Face, 3 Section, Bracket Mounted | Each | 2 | 850.00 | \$1,700.00 |
| Signal Head, L.E.D. 1 Face, 3 Section, Mast Arm Mounted | Each | 6 | 850.00 | \$5,100.00 |
| Signal Head, L.E.D. 1 Face, 5 Section, Bracket Mounted | Each | 2 | 1,250.00 | \$2,500.00 |
| Signal Head, L.E.D. 1 Face, 5 Section, Mast Arm Mounted | Each | 2 | 1,250.00 | \$2,500.00 |
| Pedestrian Signal Head, L.E.D., 1 Face, Bracket Mounted | Each | 2 | 850.00 | \$1,700.00 |
| Pedestrian Signal Head, L.E.D., 2 Face, Bracket Mounted | Each | 3 | 1,500.00 | \$4,500.00 |
| Traffic Signal Back plate | Each | 8 | 75.00 | \$600.00 |
| Video Detection System | Each | 1 | 24,000.00 | \$24,000.00 |
| Light Detector (L.E.D. Lamp) | Each | 4 | 680.00 | \$2,720.00 |
| Light Detector Amplifier | Each | 1 | 1,400.00 | \$1,400.00 |
| Full-Featured Controller and Type IV Cabinet | Each | 1 | 13,500.00 | \$13,500.00 |
| The Advisor Fully Integrated Pedestrian Station 57 HVT | Each | 8 | 600.00 | \$4,800.00 |
| Service Installation Ground Mount | Each | 1 | 1,800.00 | \$1,800.00 |
| Trench and Backfill for Electrical Work | Foot | 92 | 18.00 | \$1,656.00 |
| 400 Watt HPS 120 Volt Street Light (Cooper Lighting No. RCL42SWS3D4) | Each | 4 | 550.00 | \$2,200.00 |
| Electric Cable in Conduit 600v(XLP-TYPE USE) 3-1/C NO. 6 | Foot | 827 | 4.50 | \$3,721.50 |
| Traffic Signal Battery Backup UPS System | Each | 1 | 5,000.00 | \$5,000.00 |
| As-built Record Drawings of Traffic Signal | Each | 1 | 2,000.00 | \$2,000.00 |
| TOTAL COST | | | | \$162,039.30 |

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ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS

for

Burr Ridge Village Center

Naturalized Retrofit of Existing Detention Basin

Burr Ridge, Illinois

July 7, 2006

| 1.0 CONSTRUCTION | QUANTITY | UNITS | PRICE | COST |
|--|----------|-------|------------|-------------|
| 1.01 Pulverized Topsoil Import | 400 | c.y. | \$25.00 | \$10,000.00 |
| 1.02 Mobilization | 1 | l.s. | \$1,000.00 | \$1,000.00 |
| 1.03 On-site Soil Excavation (Bobcat) | 400 | c.y. | \$15.00 | \$6,000.00 |
| 1.04 Pond Outlet Structure Modifications | 1 | l.s. | \$5,000.00 | \$5,000.00 |
| Subtotal Division 1.0 | | | | \$22,000.00 |

| 2.0 SEEDBED PREPARATION | QUANTITY | UNITS | PRICE | COST |
|------------------------------------|----------|-------|------------|------------|
| 2.01 Initial Herbicide Application | 1 | l.s. | \$2,000.00 | \$2,000.00 |
| 2.02 Soil Preparation | 1 | l.s. | \$3,000.00 | \$3,000.00 |
| Subtotal Division 2.0 | | | | \$5,000.00 |

| 3.0 PLANTING, SEEDING, & MISCELLANEOUS | QUANTITY | UNITS | PRICE | COST |
|--|----------|-------|------------|-------------|
| 3.01 Shoreline Plugs | 4400 | each | \$5.00 | \$22,000.00 |
| 3.02 Prairie Seeding - Side Slopes (12-foot wide) | 0.6 | acre | \$5,000.00 | \$3,000.00 |
| 3.03 Erosion Control Blanket (DS-73) | 0.3 | acre | \$5,000.00 | \$1,500.00 |
| 3.04 Erosion Control Blanket (SC150) | 0.3 | acre | \$9,000.00 | \$2,700.00 |
| 3.05 As-built Record Drawings of weir modification | 1.0 | l.s. | \$2,000.00 | \$2,000.00 |
| Subtotal Division 3.0 | | | | \$31,200.00 |

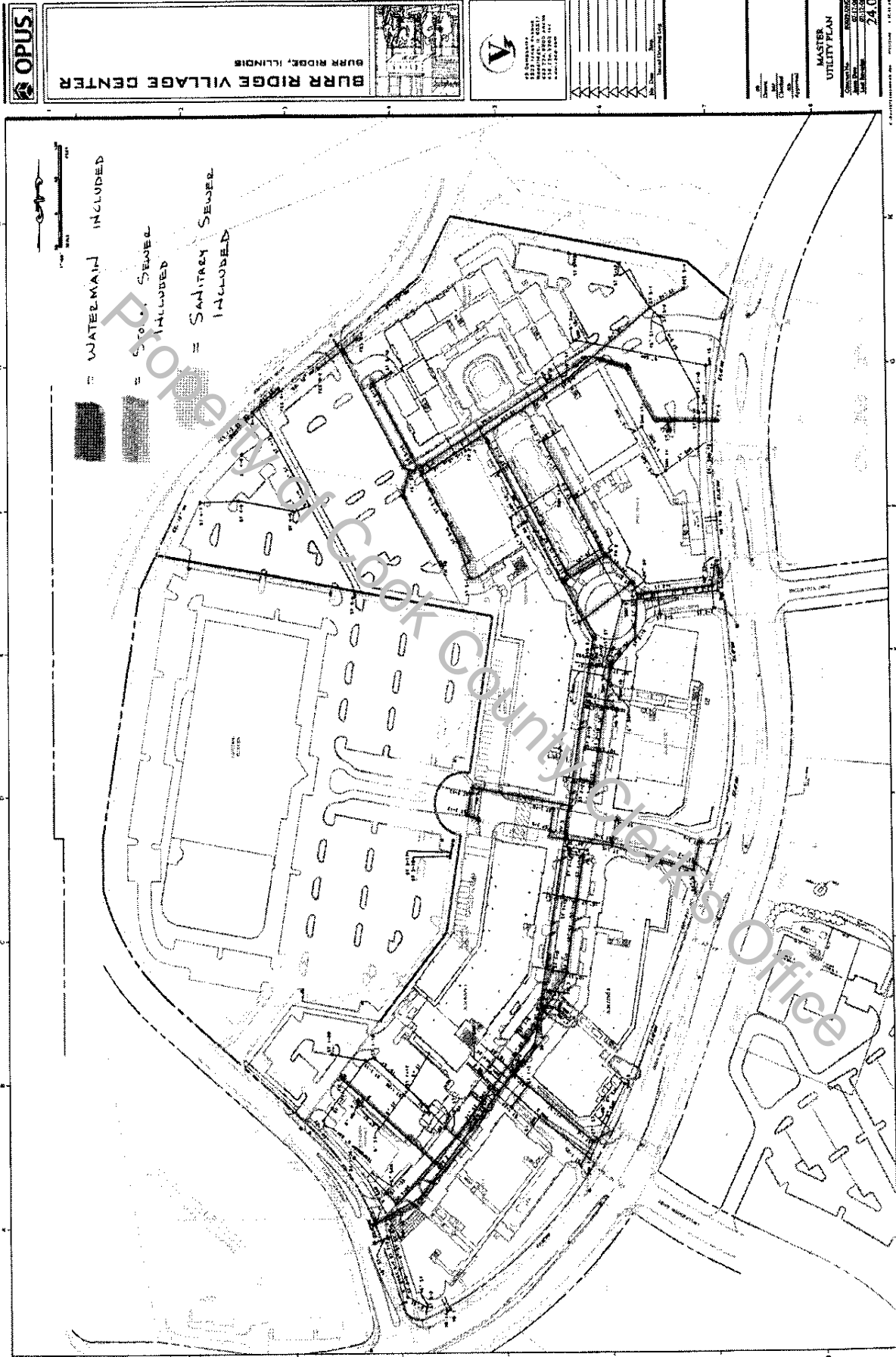
SUMMARY OF PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COSTS

| DIVISION | TOTAL COST |
|--------------------------|--------------------|
| 1.0 CONSTRUCTION | \$22,000.00 |
| 2.0 SEEDBED PREPARATION | \$5,000.00 |
| 3.0 PLANTING AND SEEDING | \$31,200.00 |
| TOTAL | \$58,200.00 |

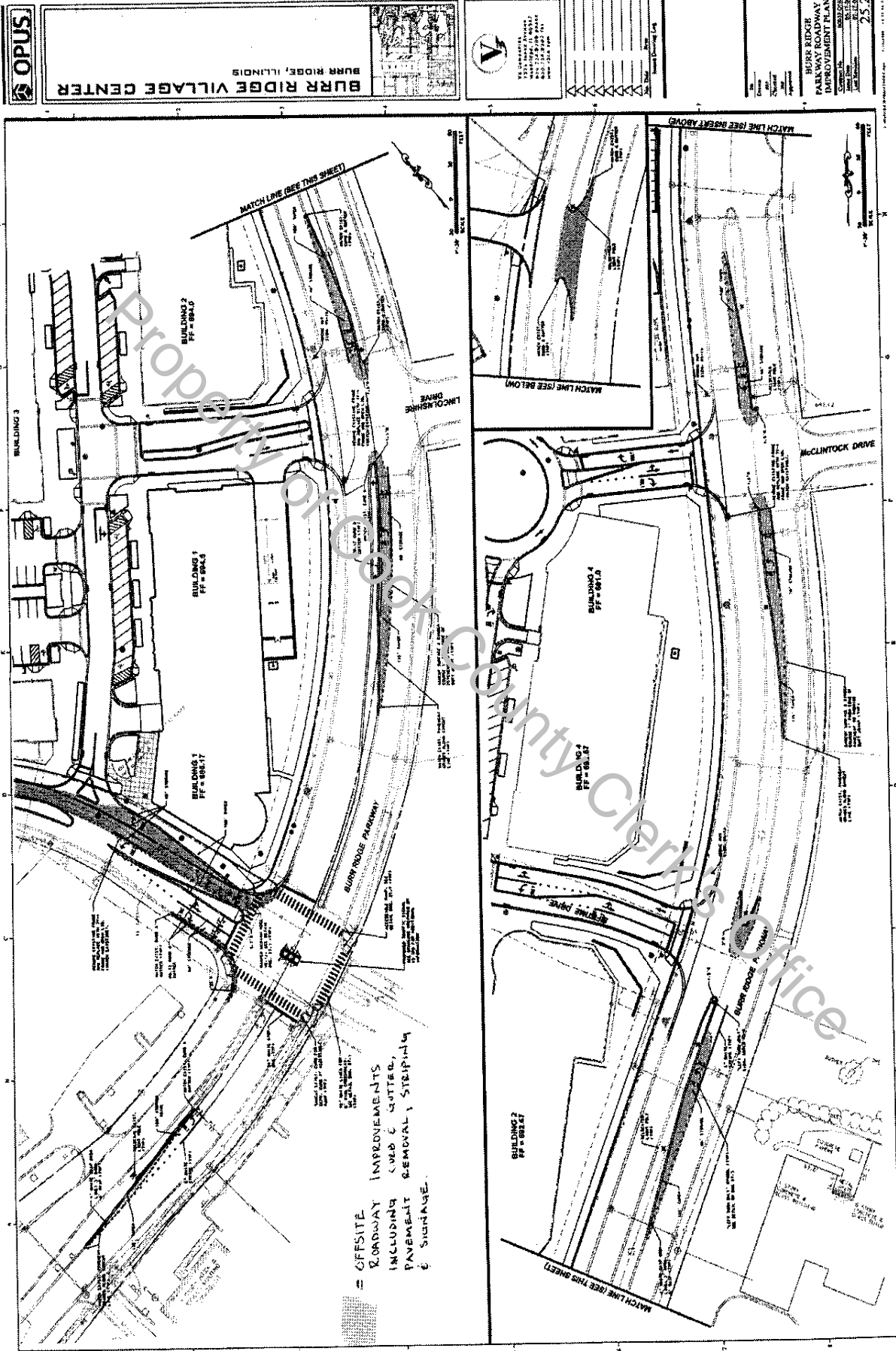
Notes:

- 1 The cost estimate does not include repair or replacement of culverts.
- 2 The cost estimate does not include turf restoration associated with construction.
- 3 The cost estimate assumes work performed will be considered maintenance and therefore no permits will be required.
- 4 Price for Seedbed Preparation is based on up to one-acre area.
- 5 Opinion of Cost is based on Final Engineering Drawings for the Burr Ridge Village Center, prepared by V3 Companies of Illinois and dated July 6, 2006

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OPUS

BURR RIDGE VILLAGE CENTER
BURR RIDGE, ILLINOIS

MASTER LAYOUT & PARCEL PLAN

DATE: 11/14/2008
SCALE: 1" = 20' (AS SHOWN)
SHEET NO.: 17 OF 17

