

PLAT WITH THIS DOCUMENT

are:

SECTION 2: Attached hereto and made a part of this Ordinance

of such property with prior notice of this Ordinance. and whose property benefits therefrom, including subsequent purchasers and whose property cost of the said improvements to be installed by the Owners "shall mean any person or persons who paid no part of the con-

SECTION 1: For the purposes of this ordinance, "Non-Contributing

in the exercise of their home rule power:

Trustees of the Village of Palatine, County of Cook, Illinois acting

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF

share of the cost of said improvements:

other property owners benefiting by the said improvements a pro-rata WHEREAS, the Village of Palatine has determined to recover from

properties other than the Premises; and

WHEREAS, said improvements, if constructed, will benefit

and

The project includes extension of the existing 8" sanitary sewer north (under Michigan Avenue) and east approximately 300 feet to Plum Grove Road.

construct the following improvements:

April 25, 1988, pursuant to which the Owners will

the terms and conditions of a subdivision plat approved on

Premises to the Village's municipal water main and sewer lines on

(hereinafter referred to as the "Premises") to connect the said

described property, to-wit: lot 6 in Block 3 in Arthur T. McIntosh & Company's Palatine Estates Unit No. 1, a subdivision in the southeast quarter of the southeast quarter of Section 22 and the southwest quarter of the southwest quarter of Section 23, all in Township 42 north, range 10 east of the third principal meridian, Cook County, Illinois.

(hereinafter referred to as "the Owners"), owners of the following

High School District #211

WHEREAS, the Village of Palatine has agreed to permit

AN ORDINANCE PROVIDING FOR PRO-RATA REIMBURSEMENT OF THE COST OF CERTAIN IMPROVEMENTS

ORDINANCE NO. 0-59-89-

89222861

89222861

Village Clerk

Margaret Davis

day of _____, 19 89

ATTESTED and FILED in the Office of the Village Clerk this 8th

President of the Village of Palatine

[Signature]

APPROVED by me this 8th day of May, 19 89

AYES: 4 NAYS: 0 ABSENT: 2 PASS: 0

PASSED: This 8th day of May, 19 89

Cook County, Illinois, a certified copy of this Ordinance. It is authorized and directed to file with the Recorder of Deeds of the Village of Palatine hereof the date of passage.

SECTION 4: This Ordinance shall be effective upon its passage and approval according to law and shall expire ten (10) years from or caps into sewer lines.

SECTION 3: Whenever any NON-CONTRIBUTING OWNER applies to the Village for the right to cap into or make connection with said Improvement(s), the Village Manager shall certify to such applicant the amount due from him under this Ordinance. The amount so certified shall be collected from such applicant before issuing him any permit to cap into or make connection therewith. The amount so collected shall be remitted by the Village to the Developer, less Three per cent (3%) thereof to cover processing and administrative costs. The amounts to be collected from NON-CONTRIBUTING OWNERS under this paragraph shall be in addition to and exclusive of fees required and fixed by any other Ordinance for inspection of, or permits for, connections with or caps into sewer lines.

- (a) Satisfactory evidence of the nature, extent, location of said improvement labeled as Exhibit "A".
- (b) Satisfactory evidence of the total cost of said improvements labeled on Exhibit B.
- (c) The legal description of all parcels of land benefiting from said improvements; and the recommended apportionment of the aforesaid costs among such parcels of Non-Contributing Owners at the time such recommendation is filed, labeled as Exhibit "C".

198222861

198222861

NON-BUDGETED APPROVAL

INVOICE NUMBER: 198222861

REQUISITION NO.:

CHECK DATE:

CLUB NAME:

AMOUNT ENCUMBERED: \$19,578.00

BOARD PURCHASE ACTIVITY PURCHASE

NOT VALID UNLESS SIGNED BY DIRECTOR OF PURCHASING

ATTN: ACCOUNTS PAYABLE DEPT.

1750 S. ROSELLE RD. - PALATINE ILL. 60067

REGARDLESS OF SHIPPING POINT ADDRESS ALL INVOICES AND COMMUNICATION TO:

S. East 11-22-88

ORIGINATOR DATE:

DEPARTMENT CHAIRMAN DATE:

PRINCIPAL DATE:

REC'D OR ENCUMBRANCE BY BUSINESS OFFICE DATE:

VENDOR NUMBER:

QUANTITY	UNIT	CATALOG NO.	DESCRIPTION (GIVE SIZE, COLOR, EDITION, ETC.)	UNIT PRICE	TOTAL
			Sewer Extension work at the Hayford's Resubdivision to be performed in accordance with the specifications in our old Project #8006.	\$19,578.00	\$19,578.00
			TOTAL		\$19,578.00

TOWNSHIP HIGH SCHOOL DISTRICT 211

Hayford's Resubdivision

1750 S. ROSELLE ROAD
PALATINE, ILLINOIS 60067
TELEPHONE (312) 399-3300

10
Marian Construction, Inc.
1793 Bloomington Rd., Ste 81
Glendale Heights, IL 60139
Attn: Al Breeze
Tel.: 510-9196

Attn: Steven M. East
Director of Purchasing
Same as above

DATE OF ORDER: NOV. 22, 1988

DATE REQUIRED:

SHIP VIA:

ORDER REC'D. DATE:

COMPLETE PARTIAL

SPECIAL INSTRUCTIONS:

PURCHASE ORDER NO. 198222861



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198222861

A101-1987

ALA DOCUMENT A101 - OWNER-CONTRACTOR AGREEMENT • TWELFTH EDITION • ALA • ©1987
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The Owner and Contractor agree as set forth below.

The Architect is:
(Name and address)

ARCON Associates, Inc.
150 East Twenty-second Street
Lombard, Illinois 60148

The Project is:
(Name and location)

Sewer Extension - Harford's Resubdivision
Project No. 88006

and the Contractor:
(Name and address)

Martam Construction, Inc.
1793 Bloomington Road, Suite #1
Glendale Heights, Illinois 60139

BETWEEN the Owner:
(Name and address)

Board of Education
Township High School District No. 211
1750 South Roselle Road
Palatine, Illinois 60067

made as of the Twenty-third day of November in the year of

AGREEMENT

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.
The 1987 Edition of AIA Document A201, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.
This document has been approved and endorsed by The Associated General Contractors of America.

Standard Form of Agreement Between Owner and Contractor

ALA Document A101

STIPULATED SUM
where the basis of payment is a

1987 EDITION

Harford's Resubdivision

Exhibit "B"



89222861

A101-1987

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All Construction Complete: January 31, 1989 (including any restoration and punch list items complete) subject to adjustments of the Contract Time as provided in the Contract Documents, (insert provisions, if any, for liquidated damages relating to failure to complete on time.)

3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than (insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work, if not stated elsewhere in the Contract Documents.)

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests. November 23, 1988

3.1 The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner. (insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
ARTICLE 3

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

THE WORK OF THIS CONTRACT
ARTICLE 2

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. Any enumeration of the Contract Documents, other than Modifications, appears in Article 9.

THE CONTRACT DOCUMENTS
ARTICLE 1

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4.3 Unit prices, if any, are as follows:

Base Bid \$19,578.00

(State the numbers or other location of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

\$19,578.00
NINETEEN THOUSAND FIVE HUNDRED SEVENTY-EIGHT
Dollars
(subject to additions and deductions as provided in the Contract Documents.)

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of

ARTICLE 4
CONTRACT SUM

198822268

A101-1587 4

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Property of [Watermark]

5.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

5.3 Provided an Application for Payment is received by the Architect not later than the ~~last~~ day of a month, the Owner shall make payment to the Contractor not later than the ~~sixty~~ day after receiving the Application for Payment. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than ~~thirty~~ days after the Architect receives the Application for Payment.

5.4 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work, and be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This Schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

5.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of ~~ten~~ percent.

5.6.2 Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Subparagraph 7.3.7 of the General Conditions even though the Contract Sum has not yet been adjusted by Change Order.

5.6.3 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed work in (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ~~ten~~ percent.

5.6.4 Subtract the aggregate of previous payments made by the Owner; and

5.6.5 Subtract the amount, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General Conditions.

5.7 The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances:

5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ~~ninety-five~~ percent (95%) of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work and included claims; and

5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions.

5.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentage inserted in Subparagraphs 5.6.1 and 5.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

with Owner's approval at a later date.

ARTICLE 5
PROGRESS PAYMENTS

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- 8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.
- 8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

TERMINATION OR SUSPENSION

ARTICLE 8

7.3 Other provisions:
 (Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations as the Owner's and Contractor's principal places of business, the location of the Project and elsewhere, or affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.
 Final Payment due and unpaid under the Contract shall be interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
 (Interest rate of interest to be determined by law.)

MISCELLANEOUS PROVISIONS

ARTICLE 7

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

FINAL PAYMENT

ARTICLE 6

89222861

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9.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 9.1.3, and are as follows:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)
Section Title Pages
See Project Manual dated November 8, 1988

9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:
9.1.1 The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101, 1987 Edition.
9.1.2 The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201, 1987 Edition.
9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated November 8, 1988, and are as follows:
Document Title Pages
See Project Manual dated November 8, 1988

**ARTICLE 9
ENUMERATION OF CONTRACT DOCUMENTS**

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Portions of Addenda relating to bidding requirements • not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

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9.1.6 The Addenda, if any, are as follows:

Number Date Pages

9.1.5 The Drawings are as follows, and are dated October 28, 1988 unless a different date is shown below:

(Enter list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
C1	Sewer Extension	October 28, 1988

198222861

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<p>(Printed name and title) THOMAS MITCHELL</p> <p>(Signature) <i>[Signature]</i></p>	<p>(Printed name and title) _____</p> <p>(Signature) _____</p>
--	--

CONTRACTOR Marlam Construction, Inc.

OWNER Board of Education
School District No. 211

This agreement is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

The safety of the project and all workers is the responsibility of Marlam Construction

PROJECT SAFETY

The Contractor shall defend and indemnify the Architect and his consultants against any action or claims brought under the Structural Work Act of the State of Illinois to the full extent permitted by law, but not for an amount of damages for which the Contractor has been found guilty of negligence; and (2) that the Contractor shall purchase and maintain insurance covering liability for claims brought under the Structural Work Act of the State of Illinois for the benefit of themselves and the Architect and his consultants in settlement of, or as damages for, any claims brought under that Act. Such insurance shall be for not less than the greatest amount of liability insurance specified in the Contract Documents. This shall not limit any other contractual obligations of the Contractor, Subcontractors or the parties hereto to indemnify or provide insurance for the benefit of any other party. If any part of this paragraph be deemed invalid by any court, then that part shall be deleted and the remainder of this paragraph shall continue in full force.

Labor and Material Payment Bond
Performance Bond
Certificate of Insurance
Bid Form

8.1.7 Other documents, if any, forming part of the Contract Documents are as follows:
(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that bidding requirements and as a part of the Contract Documents. They should be listed here only if intended to be part of the Contract Documents.)

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19822268

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Lot 1 in block 6 in Arthur T. McIntosh and Company's Palatine Estates Unit No. 1, a subdivision of the southeast 1/4 of Section 22 and the southwest 1/4 of Section 23, Township 42 North, Range 10 East of the Third Principal Meridian, recorded July 2, 1926 as Document #9328053 in Cook County, Illinois
Lineal front footage 277.73
Amount to be recaptured \$9,752.17

Benefiting Non-Contributing Parcels

Lot 2 in Hayford's Resubdivision of Lot 6 in Block 3 in Arthur T. McIntosh and Company's Palatine Estates Unit No. 1, a subdivision in the southeast 1/4 of Section 22 and the southwest 1/4 of Section 23, Township 42 North, Range 10, East of the Third Principal Meridian recorded June 8, 1988 as Document No. 88249570, in Cook County, Illinois.
Lineal front footage 138.64
Amount benefiting \$4,921.02

Lineal front footage 139.18
Amount benefiting \$4,904.81

Lot 1 in Hayford's Resubdivision of Lot 6 in Block 3 in Arthur T. McIntosh and Company's Palatine Estates Unit No. 1, a subdivision in the southeast 1/4 of Section 22 and the southwest 1/4 of Section 23, Township 42 North, Range 10, East of the Third Principal Meridian recorded June 8, 1988 as Document No. 88249570 in Cook County, Illinois.

Benefiting Contributing Parcels

198222861

DEPT-09 11:50
#3333 TRAN 9971 05/17/89 10:18:00
#7258 = C * 59-2222861
COOK COUNTY RECORDER

1 9 8 2 2 2
[Handwritten signature]

(S E A L)

Margaret R. Duer
Palatine Village Clerk

MARGARET R. DUER

Property of Cook County Office

affixed the corporate seal of the Village of Palatine this 11th day of May 1989.

BY WITNESS WHEREOF, I have heretofore set my hand and
AYES: 4 NAYS: 0 ABSENT: 2 PASS: 0

Trustees on the motion to adopt said ordinance was as follows:
I further certify that the vote of the Board of safekeeping and that I am the keeper of the same.

I do further certify that the original, of which the foregoing is a true copy, is entrusted to my care for
in the office of the Village Clerk on the 11th day of May 1989,
and that said ordinance as aforesaid was deposited and filed

Regular meeting held on the 11th day of May 1989,
the Board of Trustees of the Village of Palatine as a true and correct copy of an ordinance passed and adopted by
I do further certify that the foregoing Ordinance is a
of the said Village of Palatine.

the records, journals, entries, ordinances and resolutions
Palatine, Cook County, Illinois, and that I am the keeper of
duly elected, qualified and acting Clerk of the Village of
I, MARGARET R. DUER, do hereby certify that I am the

STATE OF ILLINOIS)
COUNTY OF COOK)

198222861

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CLIC
CLIC X

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