

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 Owner" 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

Wood Street between Middleton Avenue and 400 feet west of Quentin Road.

Installation of sanitary sewers, storm sewers and the paving and improvement of

construct the following improvements:

September 12 19 89, pursuant to which the Owners will

the terms and conditions of a certain Annexation Agreement, dated

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

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

4, 1988 as document #8511435 in Cook County, Illinois.

Township 42 North, Range 10, East of the Third Principal Meridian, recorded November

16, described property, to-wit:

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

Evergreen Development Company

WHEREAS, the Village of Palatine has agreed to permit

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

ORDINANCE NO. 0-61-89

89222863

89222863

Village Clerk

Margaret Dvor

day of May, 19 89

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

President of the Village of Palatine

Ed J. M. O.

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.

is authorized and directed to file with the Recorder of Deeds of

SECTION 5: The Village Clerk of the Village of Palatine heretofore

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 taps into sewer lines.

by any other Ordinance for inspection of, or permits for, connections with

graph shall be in addition to and exclusive of fees required and fixed

amounts to be collected from NON-CONTRIBUTING OWNERS under this para-

(3%) thereof to cover processing and administrative costs. The

be remitted by the Village to the Developer, less Three per cent

to tap into or make connection therewith. The amount so collected shall

shall be collected from such applicant before issuing him any permit

the amount due from him under this Ordinance. The amount so certified

or subdivide said land, the Village Manager shall certify to such applicant.

Village for the right to tap into or make connection with said improvement(s)

SECTION 3: Whenever any NON-CONTRIBUTING OWNER applies to the

recommendation is filed, labeled as Exhibit "C".

among such parcels of non-contributing owners at the time such improvement; and the recommended apportionment of the aforesaid costs

(c) The legal description of all parcels of land benefiting from said

as Exhibit "B".

(b) Satisfactory evidence of the total cost of said improvement labeled

Improvement labeled as Exhibit "A".

(a) Satisfactory evidence of the nature, extent and location of said

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EVERGREEN DEVELOPMENT COMPANY

Professionally Engineered Land Developments

311 North Elmwood Lane • Palatine, Illinois 60067 • (312) 397-4412

Exhibit "B"

HIDDEN HILL

April 1, 1989

Community Development
APR 03 1989

Village of Palatine
200 E. Wood Street
Palatine, Illinois 60067

Attention: Mr. Richard Kozdras
Director of Community Development

Gentlemen:

Enclosed is a breakdown of the cost of improvements to Hidden Hill Subdivision that benefit adjacent properties. This breakdown supersedes and voids the one submitted on March 9, 1989. The revisions were limited to the addition of the cost of the street lights on Wood Street.

To support the unit prices used in the breakdown, I am submitting copies of the contract for the underground and excavation, invoices for the curb and street paving that were installed without written contracts and a bid from Wood Electric for the street lights.

Your prompt adoption of a re-capture agreement ordinance would be appreciated.

Yours very truly,

EVERGREEN DEVELOPMENT COMPANY

Roger J. Patzer
Roger J. Patzer

Enclosure

RJP/emp

EVERGREEN DEVELOPMENT COMPANY

Professionally Engineered Land Developments

311 North Elmwood Lane • Palatine, Illinois 60067 • (312) 397-4412

Revised April 2, 1989

The Village of Palatine
200 E. Wood Street
Palatine, IL 60067

Attention: Mr. Richard Kozdras
Community Development Director

Gentlemen:

In connection with the development of Hidden Hill Subdivision, we have installed many improvements benefiting adjoining property.

We hereby request the adoption of an ordinance covering the receipt of the money spent to improve the following properties.

1. Middleton Street Water Main

307 I.F. 6" DIWM @ \$ 18.00	\$ 5526.00
1 ea. Valve/Vault @ \$1500.00	1500.00
1 ea. Fire Hydrant @ \$1600.00	1600.00
	\$ 8626.00
	603.82
	\$ 9229.82

Engineering & Supervision (7%)

\$ 9229.82

This main serves lots 32, 33, & 34 of Hidden Hill and the entire frontage of Parcel 7-16-406-003 on the west side of Middleton owned by Mr. V. Vivirito, 160 N. Middleton, Palatine, IL. Mr. Vivirito's share is \$4614.91.

Wood Street Improvements

A. George Wilhelm Property 167 foot frontage

167/2 - 83.5 I.F. 8" Sanitary Sewer @ \$18.00	\$ 1503.00
167/2 - 83.5 I.F. Telescoping @ 0.70	58.45
167 I.F. Curb & Gutter @ \$ 6.50	1085.00
81 Tons Gr. 9 Stone @ \$12.00	972.00
53 Cals Prime @ \$1.10	58.30
70 Tons B&M & Binder @ \$27.95	1956.50
232 S.Y. 1-1/2" Surface @ \$2.56	593.92
1/2 Ea. Street Light @ \$2590.00	1295.00
	7522.17
	526.55
	\$ 8048.72

Engineering & Supervision (7%)

\$ 8048.72

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"B"

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B

Village of Palatine
 Revised April 1, 1989
 Page Two

The permanent index number of Mr. Wilhelm's property is 2-16-407-001 and his address is 197 Middleton Street, Palatine, IL.

B. Michael Losacco Property - 532 Foot Frontage

Sanitary Sewer

532/2 =	266 I.F. - 8" Truss Pipe @ \$18.00	\$	4,788.00
2/2 =	1 Ea. Manhole @ \$1400.00		1,400.00
	3 Ea. House Services @ \$1100.00		3,300.00
		\$	9,674.20

Storm Sewer

95/2 - 47.5	I.F. 12" RCP @ \$15.80	\$	750.50
	17.5	I.F. 10" RCP @ \$14.80	1,095.20
1/2 = 1/2 ea.	48" Manhole @ \$900.00		1,400.00
20/2 = 10	I.F. 24" End Section @ \$500.00		260.00
	24" RCP @ \$26.00		450.00
			250.00
		\$	4,205.70

Paving

532 I.F.	curb & gutter @ \$6.50	\$	3,458.00
285	Tons Gr. 9 Stone @ \$12.00		3,420.00
247	Tons Bam & Binder @ \$27.95		6,903.65
188	Gals. Prime @ \$1.10		206.80
510	C.Y. Compacted Fill @ \$2.60		1,428.00
275	C.Y. Excavation @ \$3.50		962.50
818	S.Y. 1-1/2" Surface @ \$2.50		2,094.08
1/2	Ea. of 3 Street Lights @ \$550.00		3,885.00
		\$	22,358.03

Tree Clearing
 Cutting & Chipping
 Stump Cutting

		\$	1,410.00
		\$	1,541.25
		\$	2,951.25

Total Construction
 Engineering & Supervision (7%)

		\$	39,189.18
		\$	2,743.24
		\$	41,932.42

GRAND TOTAL

Property of Cook County Clerk

89222863

"B"

Property of Cook County Clerk's Office

RJP/emp

Roger J. Patzer

EVERGREEN DEVELOPMENT COMPANY
Roger J. Patzer

Very truly yours,

I assume that these charges will be recorded against the subject properties and must be paid before final approval of a subdivision or connection to the sewer or water mains.
The permanent index number of Mr. Losacco's properties are 2-16-407-002 and 2-16-408-001. Mr. Losacco does business as Blue Jay Builders, 145 S. Lively Blvd., Elk Grove Village, Illinois 60007.

Village of Palatine
March 9, 1989
Page Three

892222863

"B"

This agreement made as of the 26 day of OCTOBER in the year 1988 by and between Evergreen Development Company, 311 N. Elmwood Lane, Palatine, Illinois, (hereinafter called Owner) and Hummel Construction Company, Inc., 1416 N. Quentin Road, Palatine, Illinois (hereinafter called the Contractor).

Witnesseth That Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. Work. The contractor shall perform all work as specified or indicated in the contract documents for the completion of all public utilities necessary to serve 33 single family lots. The approximate quantities are as shown on the Engineer's proposal form, submitted by the contractor and hereto attached.

Article 2. Engineer. The project has been designed by Roger J. Patz and Associates who will act as Engineer in connection with completion of the project in accordance with the Contract Documents.

Article 3. Contract Time. The work will be completed within _____ days after the date of this agreement.

Article 4. Contract Price. Owner shall pay Contractor for performance of the work in accordance with the contract documents in current funds as follows.

A sum of money developed as the product of the unit prices in the contractor's proposal multiplied by the quantity of the completed work, measured in place. Any item necessary and not included in the proposal form shall be the subject of negotiation as to price before being installed.

Article 5. Applications for Payment. Contractor shall submit Applications for Payment not more frequently than once a month.

Article 6. Progress and Final Payments. Owner shall make progress payments on account of the contract price on the basis of Contractor's Applications for Payment as approved by Engineer, on or about the 10th day of each month during construction.

6.1 Prior to substantial completion progress payments will be in an amount equal to 90% of the work completed.

Evergreen Development Company
 311 North Elmwood Lane • Palatine, Illinois 60067 • (312) 397-4412
 Hidden Hill Subdivision
 Palatine, Illinois
 Professionally Engineered Land Developments

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"B"

In witness whereof, the parties hereto have executed this Agreement the day and year first above written.

8.3 The Contract Documents constitute the entire Agreement between Owner and Contractor and may only be altered, amended or repealed by a duly executed written instrument.

8.2 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.

8.1 Neither Owner nor Contractor shall without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents; and specifically, Contractor shall not assign any moneys due or to become due without the prior written consent of Owner.

Article 8. Miscellaneous

7.6 Any modifications, including change orders, duly delivered after execution of this Agreement.

7.5 Drawings, Hidden Hill, prepared by R. J. Patzer & Associates, dated March 9, 1988; latest revision September 15, 1988.

7.4 Standard Specifications for Water and Sewer Main Construction in Illinois, incorporated by reference.

7.3 Contractor's Bid consisting of 4 pages.

7.2 Contractor's Certificate of Insurance.

7.1 This agreement (pages 1 to 3 inclusive).

Article 7. Contract Documents. The Contract Documents that comprise the contract between Owner and Contractor are attached hereto and made a part hereof and consist of the following:

6.3 Upon final completion of the work and posting of a warranty and guarantee acceptable to the Owner and the Village of Palatine, Owner shall pay the remainder of the Contract Price.

6.2 Upon substantial completion of the work and initial acceptance by the Village of Palatine, the Owner shall pay an amount sufficient to increase total payments to Contractor to 95% of the Contract Price less retainages as required by the Village of Palatine.

UNOFFICIAL COPY

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"B"

3

Property of Cook County Clerk's Office

[Signature]
Attest

Attest

By *[Signature]*
President

By *[Signature]*

HUMMEL CONSTRUCTION COMPANY, INC.

EVERGREEN DEVELOPMENT COMPANY

89222863

"B"

Item	Quantity	Unit	Description	Unit Price	Total Cost
1.	1983	1.2	8" A.C.P.	\$ 18.00	35,694.00
2.	1983	1.2	Sanitary Sewer Trenching	.70	1388.10
3.	5	EA.	48" Manhole	1400.00	7000.00
4.	23	EA.	House Services (N)	400.00	9200.00
5.	7	EA.	House Services (F)	1100.00	7700.00
6.	4	EA.	Special tape (Middleton)	1500.00	6400.00
7.	140	1.2	Trench Backfill	17.00	2380.00
Sub total sanitary					69762.10

BIDDING SCHEDULE

The undersigned, having carefully examined the plans, specifications and job site and having become familiar with local conditions affecting the cost of the work, proposes to provide and furnish all the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a satisfactory manner, all the work described in said plans and specifications for the prices in the attached schedule of quantities. The undersigned also understands that this is a unit price proposal and that the final contract cost will be determined by multiplying the unit prices by the completed quantities of work, measured in place.

General:

Evergreen Development Company
 C/O Roger J. Patzer
 311 N. Elmwood Lane
 Palatine, Illinois 60067

PROPOSAL

HIDDEN HILL SUBDIVISION
 PALATINE, ILLINOIS

June 13, 1988

311 North Elmwood Lane • Palatine, Illinois 60067 • (312) 397-4412

Professionally Prepared and Guaranteed

EVERGREEN DEVELOPMENT COMPANY

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89222268

"B"

-2-

June 13, 1988

HIDDEN HILL SUBDIVISION
PALATINE, ILLINOIS

Bidding Schedule

B. Storm Sewer

Item	Quantity	Unit	Description	Unit Price	Total Cost
1.	497	1.5.	10" R.C.P. CI. 2	14.00	6,958.00
2.	195	1.5.	10" R.C.P. CI. 3	14.80	5,860.80
3.	132	1.5.	12" R.C.P. CI. 2	15.00	1,980.00
4.	50	1.5.	12" R.C.P. CI. 3	15.80	790.00
5.	215	1.5.	15" R.C.P. CI. 2	16.50	3,547.50
6.	152	1.5.	15" R.C.P. CI. 3	16.90	2,568.80
7.	546	1.5.	15" R.C.P. CI. 2	19.00	10,374.00
8.	95	1.5.	15" R.C.P. CI. 3	19.80	1,881.00
9.	643	1.5.	24" R.C.P. CI. 2	26.00	16,718.00
10.	125	1.5.	24" R.C.P. CI. 3	26.80	3,350.00
11.	2	EA.	18" R.C.P. End Section	450.00	900.00
12.	1	EA.	24" R.C.P. End Section	500.00	500.00
13.	420	1.5.	Trench Backfill	14.00	5,880.00
14.	11	EA.	48" Manhole	900.00	9,900.00
15.	5	EA.	48" Catchbasin	1100.00	5,500.00
16.	2	EA.	24" Type C Catchbasin	800.00	1,600.00
17.	5	EA.	24" Inlets	700.00	3,500.00
18.	1	L.S.	Detention Basin		
Sub total storm sewer					81,908.10

Property of Cook County Clerk's Office

89222863

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SUMMARY

A. SANITARY SEWER SYSTEM	\$ 69,762.10
B. STORM SEWER SYSTEM	81,808.10
C. WATER DISTRIBUTION SYSTEM	74,178.00
TOTAL BID	\$ 225,748.20

Item	Quantity	Unit	Description	Unit Price	Total Cost
1.	1520	1/2	6" D.I.P.	18.00	27,360.00
2.		Ea.	10"x6" Pressure Connection	2200.00	2,200.00
3.		Ea.	6" Valves/Vaults	1500.00	1,500.00
4.	3	Ea.	Fire Hydrants	4,800.00	14,400.00
5.	2	Ea.	10"x6" Reducers	300.00	600.00
6.	2	Ea.	5" - 45 Bends	150.00	300.00
7.	8	Ea.	1" House Services (M)	2,800.00	22,400.00
8.	26	Ea.	1" House Services (F)	2,945.80	77,003.28
9.	160	1/2	Trench Backfill	12.00	1,920.00
Sub Total Water Main					74,178.00

HIDDEN HILL SUBDIVISION
 PALATINE, ILLINOIS
 Bidding Schedule
 June 13, 1988

Property of Cook County Clerk's Office

39822268

260 EAST INDUSTRIAL LANE • WHEELING, IL 60090 • 312/537-7400 • 312/738-7227 (CHICAGO)

Wood Electrical Construction Inc.

"B"

82593.27 / light

A. W. Mitchell III
A. W. Mitchell III
General Superintendent

Very truly yours,

Thank you for the opportunity to quote on this work and hope that we can be of service to you.

This price remains firm for 45 days.

Our price does not include any Commonwealth Edison service charges or final restoration.

We submit our lump sum price of Twenty Eight Thousand Five Hundred Twenty Six Dollars (\$28,526.00) for the complete installation of the eleven Type 1 Street Lights as specified in the specifications along with luminaires, concrete foundations, 2" H.W. G.S. conduit under all sidewalks, driveways, streets and easements. All work to be done according with the Village specifications and the National Electrical Code.

Gentlemen:

Evergreen Development Company
311 North Elmwood Lane
Palatine, Illinois 60067
Attn: Mr. Roger J. Patzer
Re: Hidden Hill Subdivision
Palatine, Illinois
Street Lighting

October 6, 1988



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89222863

2815 Justen Rd.
McHenry Illinois
60050
(815)455-7381

"B"

50% of this fee to go towards

3 @ 82.50 x .50 = 154.25 to Justice

TOTAL: \$ 3082.50

DATE	NAME DESCRIPTION	RATE	JOB HRS	TOTAL
09\07	MEMO HIDDEN HILLS STUMPING	75.00	4.50	337.50
09\07	NOE HIDDEN HILLS STUMPING	15.00	4.50	67.50
09\09	NOE HIDDEN HILLS STUMPER	15.00	5.00	75.00
09\09	MEMO HIDDEN HILLS STUMPING	75.00	5.00	375.00
09\10	NOE HIDDEN HILLS STUMPING	15.00	4.50	67.50
09\10	MEMO HIDDEN HILLS STUMPING	75.00	4.50	337.50
09\12	BETO HIDDEN HILLS STUMPING	15.00	7.25	108.75
09\12	MEMO HIDDEN HILLS STUMPING	75.00	7.25	543.75
09\13	BETO HIDDEN HILLS STUMPING	15.00	7.50	112.50
09\13	MEMO HIDDEN HILLS STUMPING	75.00	7.50	562.50
09\14	BETO HIDDEN HILLS STUMPING	15.00	6.60	82.50
09\14	MEMO HIDDEN HILLS STUMPING	75.00	5.50	412.50

***** INVOICE *****

ATTN: ROGER PASTER

TO: HIDDEN HILLS DEVELOPMENT
311 N. ELMWOOD LN.
PALATINE, IL. 60067

DATE: 12\28\88
PAGE 1 OF 2



89222863

"B"

2815 Justen Rd.
McHenry Illinois
60050
(815)455-7381

8928.75
3000.00
5928.75
GRAND TOTAL: \$ 8928.50
TOTAL: \$ 5846.25

1/21 525 hrs @ 120 = 630
1/22 615 hrs @ 120 = 780
\$ 1410 total

07\20	ARNH	HIDDEN HILLS CLEARING	75.00	412.50
07\20	ANTC	HIDDEN HILLS CLEARING	15.00	82.50
07\20	AZ	HIDDEN HILLS CLEARING	15.00	82.50
07\20	NOE	HIDDEN HILLS CLEARING	15.00	82.50
07\21	ARNH	HIDDEN HILLS CLEARING	75.00	600.00
07\21	ANTO	HIDDEN HILLS CLEARING	15.00	120.00
07\21	AZ	HIDDEN HILLS CLEARING	15.00	120.00
07\21	NOE	HIDDEN HILLS CLEARING	15.00	120.00
07\21	ARNH	HIDDEN HILLS CLEARING	8.00	120.00
07\22	ARNH	HIDDEN HILLS CLEARING	75.00	637.50
07\22	ANTO	HIDDEN HILLS CLEARING	15.00	127.50
07\22	AZ	HIDDEN HILLS CLEARING	15.00	127.50
07\22	NOE	HIDDEN HILLS CLEARING	15.00	127.50
09\28	ARNH	HIDDEN HILLS CLEARING	15.00	127.50
09\28	EDUA	HIDDEN HILLS CLEARING	8.50	127.50
09\28	AZ	HIDDEN HILLS CLEARING	8.50	127.50
09\28	EDUA	HIDDEN HILLS CLEARING	8.50	127.50
09\28	MEMO	HIDDEN HILLS CLEARING	7.25	108.75
09\28	ARNH	HIDDEN HILLS CLEARING	7.25	108.75
10\27	MEMO	HIDDEN HILLS CLEARING	7.25	108.75
10\27	RAUL	HIDDEN HILLS CLEARING	6.50	97.50
10\27	AZ	HIDDEN HILLS CLEARING	6.50	97.50
10\28	MEMO	HIDDEN HILLS CLEARING	7.25	543.75
10\28	RAUL	HIDDEN HILLS CLEARING	7.25	108.75
10\28	AZ	HIDDEN HILLS CLEARING	7.25	108.75

2 3/4 hrs on 1/20
1 hr on 1/21
2 hrs hidden hills
6.5 hours



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"B"

Property of Cook County Clerk's Office

Order 2-15-89
Bot due

1,622.50
57,129.80
52,507.30
5875.23

QUANTITY	DESCRIPTION	PRICE	AMOUNT
475 GAL.	Bituminous Material MC-30 Prime Coat (Turnished and spread) Bituminous Construction completed to date per Agreement: Estimate #1	1.10	517.25
044 Ton	Bituminous Aggregate Matl. Base Course (B.A.M.)	27.95	12,408.20

YOUR ORDER NO.	SALESMAN	TERMS	SHIPPED VIA	DATE	TIME	AMOUNT
----------------	----------	-------	-------------	------	------	--------

<p>SOLD TO</p> <p>Evergreen Development Co. 311 N. Elmwood Lane Palatine, IL 60067 Attn: Roger Patzer</p>	<p>SHIPPED TO</p> <p>Hidden Hills Subdv. Palatine, Ill. Bituminous Paving</p>
--	--

DATE December 21, 1989

NO. * 6534

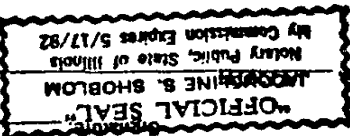
INVOICE

SKOKIE VALLEY ASPHALT CO., INC.
 P. O. BOX 768
 GRAYSLAKE, IL 60030
 (312) 223-8671

892222863

4-11722 REV. 88

Subscribed and sworn to before me this _____ day of _____, 1989.



Signed this _____ day of _____, 1989.

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.

TOTAL LABOR AND MATERIAL TO COMPLETE

NAMES	WHAT FOR	PRICE	CONTRACT	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Illinois Curb Systems	curb & gutter	\$20,916.00	\$500.00	\$27,374.00	\$53,041.60	

TOPS FORM 3733-LITHO IN U.S.A.

ORIGINAL

\$30,420.00	
1,170.00	
\$31,590.00	TOTAL DUE
27,374.00	
4216.00	

For Labor and Services Furnished on
 Hidden Hill Subdivision
 4680 L.F. #3-12 curb & gutter @ \$6.50 L.F.
 plus extra winter protection @ \$0.25 L.F.
 41602.6. for measure
 Paid 2-15-89
 Bal due

INVOICE No. 89-1010-0A
 This bill is rendered only as an accommodation
 TERMS ARE NET CASH AND PAYABLE ON PRESENTATION
 YOUR ORDER No.

TO: Evergreen Development Co.
 311 N. Elmwood Lane
 Palatine, IL 60067

Date: 1-10-89

FROM: Illinois Curb Systems
 215 W. Hawley
 Mundelein, IL 60060
 (312) 566-8683

UNOFFICIAL COPY

89222268

"8"

This agreement made as of the 26 day of OCTOBER in the year 1988 by and between Evergreen Development Company, 311 N. Elmwood Lane, Palatine, Illinois, (hereinafter called Owner) and Hummel Construction Company, Inc., 1416 N. Quentin Road, Palatine, Illinois (hereinafter called the Contractor).

Witnesseth That Owner and Contractor in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. Work. The contractor shall perform all work as specified or indicated in the Contract Documents for the completion of the Project generally described as the excavation and grading of streets and lots. The approximate quantities are as shown on the Engineer's proposal form, submitted by the Contractor and hereto attached.

Article 2. Engineer. The Project has been designed by Roger J. Patzer and Associates who will act as Engineer in connection with completion of the Project in accordance with the Contract Documents.

Article 3. Contract Time. The work will be completed within _____ days after the date of this Agreement.

Article 4. Contract Price. Owner shall pay Contractor for performance of the work in accordance with the Contract Documents in current funds as follows:

~~A sum of money developed as the product of the unit prices in the Contractor's proposal multiplied by the quantity of the completed work, measured in place. Any item necessary and not included in the proposal form shall be the subject of negotiation as to price before being installed.~~

Article 5. Applications for Payment. Contractor shall submit Applications for Payment not more frequently than once a month.

Article 6. Progress and Final Payments. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as approved by Engineer, on or about the 10th day of each month during construction.

6.1 Prior to Substantial Completion progress payments will be in an amount equal to 90% of the work completed.

Sum of money developed as the product of the unit prices in the Contractor's proposal multiplied by the quantity of the completed work, measured in place. Any item necessary and not included in the proposal form shall be the subject of negotiation as to price before being installed.

EVERGREEN DEVELOPMENT COMPANY
 Professionally Engineered and Developed
 311 North Elmwood Lane • Palatine, Illinois 60067 • (312) 397-4412
 Hidden Hill Subdivision
 Palatine, Illinois
 Excavation and Grading

89222863

"B"

Hidden Hill Subdivision Excavation and Grading

6.2 Upon substantial completion of the work and initial acceptance by the Village of Palatine, the Owner shall pay an amount sufficient to increase total payments to Contractor to 95% of the Contract Price less retainages as required by the Village of Palatine.

6.3 Upon final completion of the work and posting of a Warranty and Guarantee acceptable to the Owner and the Village of Palatine, Owner shall pay the remainder of the Contract Price.

Article 7. Contract Documents. The Contract Documents that comprise the contract between Owner and Contractor are attached hereto and made a part hereof and consist of the following:

7.1 This agreement (pages 1 to 3 inclusive).

7.2 Contractor's Certificate of Insurance.

7.3 Contractor's Bid consisting of pages 1 & 2.

7.4 Standard Specifications for Road and Bridge Construction, latest edition, incorporated by reference.

7.5 Drawings, Hidden Hill, prepared by R. J. Patzer & Associates, dated March 9, 1988; latest revision September 15, 1988, consisting of 11 sheets.

7.6 Any modifications, including change orders, duly delivered after execution of this Agreement.

Article 8. Miscellaneous.

8.1 Neither Owner nor Contractor shall without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents; and specifically, Contractor shall not assign any moneys due or to become due without the prior written consent of Owner.

8.2 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.

8.3 The Contract Documents constitute the entire Agreement between Owner and Contractor and may only be amended or repealed by a duly executed written instrument.

In Witness Whereof, the parties hereto have executed this Agreement the day and year first above written.

UNOFFICIAL COPY

89222863

"B"

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Property of Cook County Clerk's Office

[Signature]
Attorney

BY *[Signature]* . President

HUMMEL CONSTRUCTION COMPANY, INC.

Attorney

BY *[Signature]*

EVERGREEN DEVELOPMENT COMPANY

89222268

"B"

Item	Quantity	Unit	Description	Unit Price	Total Cost
1	1	L.S.	Soil Erosion Control	\$ 1000.00	1000.00
2	5529	C.Y.	Street Excavation (Unclassified)	3.50	19,351.50
3	1220	C.Y.	Street Compacted Fill (Unclassified)	2.80	3,432.80
4	10,850	C.Y.	Lot Excavation (Unclassified)	2.70	29,295.00
5	5449	C.Y.	Lot Fill	xxxxxxx	xxxxxxx
6	4254	L.F.	Concrete Curb & Gutter		
7	150	S.Y.	12" GR. Widening Strip		
8	6523	S.Y.	7-1/2" Bituminous Aggre-gate Material Base		
9	6523	S.Y.	1-1/2" I-11 Surface Course		
10	1600	S.Y.	1" I-11 Surface Overlay		
11	1215	Gals	Bituminous Prime Coat		
Total Bidding					\$ 53,079.30

BIDDING SCHEDULE

The undersigned, having carefully examined the plans, specifications and job site and having become familiar with local conditions affecting the cost of the work, proposes to provide and furnish all the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a satisfactory manner, all the work described in said plans and specifications for the prices in the attached schedule of quantities. The undersigned also understands that this is a unit price proposal and that the final contract cost is a unit price proposal and that the final contract cost will be determined by multiplying the unit prices by the completed quantities of work, measured in place.

Gentlemen:

Evergreen Development Company
 C/O Roger J. Patzer
 311 N. Elmwood Lane
 Palatine, Illinois 60067

June 13, 1988

PROPOSAL

HIDDEN HILL SUBDIVISION
 PALATINE, ILLINOIS
 311 North Elmwood Lane • Palatine, Illinois 60067 • (312) 397-4412

UNOFFICIAL COPY

89222863

"B"

-2-

Property of Cook County, Illinois

Telephone Number

OFFICIAL ADDRESS:

BY: [Signature]
TITLE: [Signature]

DATE: 10-26-81

If awarded a contract under this proposal, the undersigned proposes to start work at the site _____ calendar days after the receipt from the Owner of a formal notice of an award. The undersigned further agrees to commence work at the site on a date to be specified in a written order from the Owner, which date will not be prior to that established by the calendar days above, except by mutual agreement between the undersigned and the Owner, and agrees to fully complete all work covered by this proposal to the point of final acceptance by the Owner within _____ consecutive days from and including the date to start work established in the written order from the Owner. The undersigned understands and agrees that the Owner reserves the right to defer issuance of a written order to commence work for a period not to exceed thirty (30) days after the date herein before established by the undersigned as a proposed starting date.

STARTING AND COMPLETION

Replace 2700 tons, Bituminous Aggregate Material
Replace 9,10 550 tons, I-11 Surface Course

Excavation & Paving (Cont.)

HIDDEN HILL SUBDIVISION
PALATKA, ILLINOIS
Bidding Schedule

June 13, 1988

89222863

Property of Cook County

Tax Index No. 02-16-407-002
02-16-408-001
AMOUNT TO BE RECAPTURED = \$37,775.47

Document No. 9261330 in Cook County, Illinois.
Chicago Avenue Farms in the southeast 1/4 of Section 16, Township 42 North, Range 10, East of the Third Principal Meridian recorded May 3, 1926 as

TAX INDEX #02-16-407-001
AMOUNT TO BE RECAPTURED = \$6,663.07

The east 30 feet of lot 2 in Block 7 and the west 136.65 feet of the east 166.65 feet of the north 235.00 of lot 2 in Block 7 in Arthur T. McIntosh and Company's Chicago Avenue Farms in the southeast 1/4 of Section 16, Township 42 North, Range 10, East of the Third Principal Meridian recorded May 3, 1926, as Document #9261330 in Cook County, Illinois.

Benefiting - Non Contributing Parcels

Lots 23 through 32 in Hidden Hill being a subdivision in the East 1/2 of the Southeast 1/4 of Section 16, Township 42 North, Range 10, East of the Third Principal Meridian, recorded November 4, 1988 as Document #8511435 in Cook County, Illinois.

Benefiting - Contributing Parcels

EXHIBIT "C"

89222863

DEPT-09
7-3333 TRAM 9972 95/17/89 10:55:00
7261 # C # -89 -222863
COOK COUNTY RECORDER

(S E A L)

Margaret R. Duer
Palatine Village Clerk

Margaret R. Duer

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

I do further certify that the foregoing Ordinance is a
 true and correct copy of an ordinance passed and adopted by
 the Board of Trustees of the Village of Palatine as a
 Regular meeting held on the 8th day of May, 1989,
 and that said ordinance as aforesaid was deposited and filed
 in the office of the Village Clerk on the 8th day of _____
 I do further certify that the original, of which the
 foregoing is a true copy, is entrusted to my care for
 safekeeping and that I am the keeper of the same.

I further certify that the vote of the Board of
 Trustees on the motion to adopt said ordinance was as
 follows:
 AYES: 4 NAYS: 0 ABSENT: 0 PASS: 0
 BY WITNESS WHEREOF, I have hereunto set my hand and
 affixed the corporate seal of the Village of Palatine this
8th day of May, 1989.

STATE OF ILLINOIS)
COUNTY OF COOK)