

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2014-0602

Innoprise Contract #: C14-0101

Year: 2014

Amount: \$81,733.00

Department: Parks and Building Maintenance

Contract Type: Small Construction and Installation

Contractors Name: Lawdensky Construction Co.

Contract Description: Sportsplex Entry and Site Improvements

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
John C. Mehalek

14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100
www.orlandpark.org



TRUSTEES
Kathleen M. Fenton
James V. Dodge
Edward G. Schussler III
Patricia A. Gira
Carole Griffin Ruzich
Daniel T. Calandriello

VILLAGE HALL

November 12, 2014

Mr. Joseph Lawden
Lawdensky Construction Co.
1106 Morse Avenue
Schaumburg, Illinois 60193

RE: *NOTICE TO PROCEED*
Sportsplex Entry and Site Improvements

Dear Mr. Lawden:

This notification is to inform you that the Village of Orland Park has received all necessary contracts, insurance documents, and bonds in order for work to commence on the above stated project as of November 5, 2014. Please find enclosed your bid bond, which is hereby released as we have received the payment and performance bonds.

Please contact Frank Stec at 708-403-6139 to arrange the commencement of the work.

The Village will be processing a Purchase Order for this contract/service and it will be faxed/mailed to your company. It is imperative that this number on the Purchase Order be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) original executed contract dated October 28, 2014 in an amount not to exceed Eighty One Thousand Seven Hundred Thirty-Three and No/100 (\$81,733.00) Dollars. If you have any questions, please call me at 708-403-6173.

Sincerely,

A handwritten signature in black ink, appearing to read "Denise Domalewski".

Denise Domalewski

Contract Administrator

Encl:

cc: Frank Stec

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
John C. Mehalek

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RECEIVED

NOV - 5 2014

FINANCE DEPARTMENT

October 28, 2014

Mr. Joseph Lawden
Lawdensky Construction Co.
1106 Morse Avenue
Schaumburg, Illinois 60193

NOTICE OF AWARD – Sportsplex Entry and Site Improvements

Dear Mr. Lawden:

This notification is to inform you that on October 20, 2014, the Village of Orland Park Board of Trustees approved awarding Lawdensky Construction Co. the contract in accordance with the bid you submitted dated September 29, 2014, for Sportsplex Entry and Site Improvements in an amount not to exceed Eighty One Thousand Seven Hundred Thirty-Three and No/100 (\$81,733.00) Dollars.

In order to begin this project, you must comply with the following within ten business days of the date of this Notice of Award, which is by November 11, 2014.

- I am attaching the Contract for Sportsplex Entry and Site Improvements. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the Contract and one original executed Contract will be returned to you.
- Please submit a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements listed and agreed to in the bid at minimum and endorsements for a) the additional insured status, b) the waiver of subrogation for General Liability and c) the waiver of subrogation for Workers Compensation.
- Please submit Performance and Payment Bonds, dated October 28, 2014 for the full amount of the project. Your Bid Bond will be returned upon receipt of the Performance and Payment Bonds.

Deliver this information directly to me, Denise Domalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. The signed Contracts, Insurance Certificate and Endorsements and Payment and Performance Bonds are required to be in place and received at my office prior to the commencement of work on this project. You will be issued a Notice to Proceed letter and a purchase order when you are in full compliance with this process. Failure to comply with these conditions within the time specified will entitle the Village to consider your bid abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at ddomalewski@orlandpark.org.

Sincerely,

Denise Domalewski
Contract Administrator

cc: Frank Stec

VILLAGE OF ORLAND PARK
Sportsplex Entry and Site Improvements
(Contract for Small Construction or Installation Project)

This Contract is made this **28th day of October, 2014** by and between The Village of Orland Park (hereinafter referred to as the "VILLAGE") and Lawdensky Construction Co. (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

In consideration of the promises and covenants made herein by the VILLAGE and the CONTRACTOR (hereinafter referred to collectively as the "PARTIES"), the PARTIES agree as follows:

SECTION 1: THE CONTRACT DOCUMENTS: This Contract shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

The Contract

The Terms and General Conditions pertaining to the Contract

The VILLAGE'S Project Manual for the Work as described in Section 2 hereunder

- The Invitation to Bid issued September 8, 2014
- The Instructions to the Bidders
- Exhibit B – Drawings and Specifications prepared by DLA Architects, Ltd

The Bid Proposal dated September 29, 2014 as it is responsive to the VILLAGE's bid requirements

All Certifications required by the VILLAGE

Certificates of Insurance

Performance and Payment Bonds required by the VILLAGE

SECTION 2: SCOPE OF THE WORK AND PAYMENT: The CONTRACTOR agrees to provide labor, equipment and materials necessary to perform the following:

Remove existing concrete and concrete bollards, install new concrete, cast in place replaceable detectable warning plates and install planters. Complete Project details are outlined in Exhibit B - Drawings and Specifications, prepared by DLA Architects, Ltd.

All electrical work and proper signage is the Contractor's responsibility and all work shall

not interrupt normal operation of the Sportsplex

(hereinafter referred to as the "WORK") as described in the VILLAGE'S Project Manual (Bid Documents) and the VILLAGE agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amounts for the WORK:

TOTAL: an amount not to exceed Eighty One Thousand Seven Hundred Thirty-Three and No/100 (\$81,733.00) Dollars

(hereinafter referred to as the "CONTRACT SUM"). The CONTRACT SUM shall not be increased without the express written consent of the VILLAGE.

10% retention will be withheld for this project. When final acceptance is obtained the retention will be released in its entirety.

SECTION 3: ASSIGNMENT: CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK except to the list of Subcontractors approved by the Village, which approval shall not be unreasonably withheld.

SECTION 4: TERM OF THE CONTRACT: The CONTRACTOR shall commence the WORK of this Contract upon receipt of a Notice to Proceed and shall complete performance of the WORK of this Contract by **December 31, 2014**, (hereinafter referred to as the "CONTRACT TIME"). Failure to meet the CONTRACT TIME shall be considered an occasion of default under the CONTRACT DOCUMENTS. The CONTRACT TIME shall not be increased without the express written consent of the VILLAGE. Final payment shall be made by the VILLAGE upon inspection of the WORK, completion of any punch list items and after receipt of final release and waiver of liens in accordance with the requirements of the CONTRACT DOCUMENTS. This Contract may be terminated by the VILLAGE for convenience or by either of the PARTIES for default in the performance of the duties of the PARTIES as described in the CONTRACT DOCUMENTS upon thirty (30) day's written notice provided as required herein.

SECTION 5: INDEMNIFICATION AND INSURANCE: The CONTRACTOR shall defend, indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees,

judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of Subcontractor or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The Subcontractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: CONTRACTOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to all applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*) and the Illinois Prevailing Wage Act (820 ILCS 130/1 *et seq.*)

SECTION 7: FREEDOM OF INFORMATION ACT COMPLIANCE: The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010. This amendment adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village of Orland Park has contracted. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information.

The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village of Orland Park for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village of Orland Park within two (2) business days of the request being made by the Village of Orland Park. The undersigned agrees to indemnify and hold harmless the Village of Orland Park from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village of Orland Park under this agreement.

SECTION 8: NOTICE: Where notice is required by the CONTRACT DOCUMENTS, it shall be considered received if it is 1) delivered in person, 2) sent by registered United States mail,

delivery confirmation, 3) delivered by messenger or mail service with a signed receipt, 4) sent by facsimile with an acknowledgment of receipt, or 4) by e-mail with an acknowledgment of receipt only if the PARTIES agree separately to use e-mail for providing notice. Notice shall be sent to the following:

To the VILLAGE:

Denise Domalewski, Contract Administrator
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6173
Facsimile: 708-403-9212
e-mail: ddomalewski@orlandpark.org

To the CONTRACTOR:

Joseph Lawden, Sr. Project Manager
Lawdensky Construction Co.
1106 Morse Ave
Schaumburg, IL 60193
Telephone: 847-352-4371
Facsimile: 847-352-4393
e-mail: jlawden@sbcglobal.net

or to such other persons or to such other addresses as may be provided by one party to the other party under the requirements of this Section.

SECTION 9: LAW AND VENUE: The law of the State of Illinois shall apply to this Agreement and venue for legal disputes shall be Cook County, Illinois.

SECTION 10: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 11: COUNTERPARTS: This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the PARTIES.

FOR: THE VILLAGE

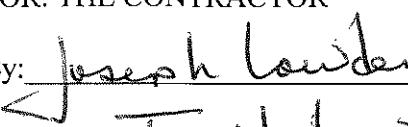
By: 

Print name: Paul G. Grimes
Village Manager

Its: _____

Date: 11/6/14

FOR: THE CONTRACTOR

By: 

Print name: Joseph Lawden

Its: _____

Date: 11/6/14

**VILLAGE OF ORLAND PARK
CONSTRUCTION CONTRACT
TERMS AND GENERAL CONDITIONS**

Terms and General Conditions for the CONTRACT between The Village of Orland Park (the “VILLAGE”) and Lawdensky Construction Co. (the “CONTRACTOR”) for Sportsplex Entry and Site Improvements (the “WORK”) dated **October 28, 2014** (the “CONTRACT”).

ARTICLE 1: DUTIES OF THE PARTIES

1.1 VILLAGE'S RIGHTS AND DUTIES

- 1.1.1 Upon request of CONTRACTOR the VILLAGE shall furnish in a timely and agreed upon schedule and manner, information relevant to the project or project site as requested by the CONTRACTOR and deemed by the CONTRACTOR and the Village to be necessary for the performance of the WORK of the CONTRACT.
- 1.1.2 The VILLAGE shall furnish access to its buildings and the site of the WORK, as is necessary and in the best interests of the VILLAGE, for the performance of the WORK and shall provide, at its own expense as needed, temporary or permanent easements, zoning and other remedy as may be requested by the CONTRACTOR to remove or reduce restrictions or limitations that negatively affect the CONTRACTOR'S ability to perform the WORK as outlined in the bidding documents and the CONTRACT.
- 1.1.3 The VILLAGE shall have the right to immediately stop the WORK by providing written notice to the CONTRACTOR should the CONTRACTOR fail to correct WORK not in accordance with the CONTRACT Documents which stoppage will remain in effect until the WORK is corrected without giving rise to any duty on the part of the VILLAGE to stop the WORK for the benefit of the CONTRACTOR or any other entity.
- 1.1.4 The VILLAGE may, at the CONTRACTOR'S expense, correct deficiencies in the WORK to make it conform to the CONTRACT.
- 1.1.5 If the CONTRACTOR does not correct or cure a default, with reasonable promptness after receiving a written notice from the VILLAGE, the VILLAGE may, at its option, correct the default and deduct the VILLAGE's cost of the correction or cure from the amounts owed to the CONTRACTOR.

1.2 CONTRACTOR'S RIGHTS AND DUTIES

- 1.2.1 The CONTRACTOR shall perform the WORK in accordance with the CONTRACT documents.
- 1.2.2 The CONTRACTOR shall examine existing conditions and take field measurements to facilitate the performance of the WORK throughout the duration of the CONTRACT and shall report to the VILLAGE any errors, inconsistencies or omissions discovered during the performance of the CONTRACT.
- 1.2.3 CONTRACTOR shall pay for all material, labor and incidental costs necessary for the completion of the WORK.
- 1.2.4 CONTRACTOR warrants that the WORK performed/provided shall be fully compliant with the plans, specifications and bid documents for the WORK. The CONTRACTOR warrants that the WORK shall be free from defects for one (1) year after the final acceptance of the WORK by the VILLAGE, or the length of time guaranteed under the warranty provided by the manufacturer for materials used in the WORK, whichever is greater. Where there are defects and/or deficiencies, following notice of said defects or deficiencies provided to the CONTRACTOR by the VILLAGE, the CONTRACTOR agrees to promptly correct them to the VILLAGE's satisfaction. All manufacturers' guarantees and warranties shall be delivered without variance to the VILLAGE prior to final acceptance.
- 1.2.5 The CONTRACTOR shall perform the work per the terms of the approved schedule and complete the WORK within the terms and time limits of the CONTRACT.
- 1.2.6 The CONTRACTOR shall obtain and pay for all required permits, licenses, fees, inspections and certifications required of or by the WORK.
- 1.2.7 CONTRACTOR shall comply with all local, state and federal statutes, ordinances, codes, rules, and regulations governing the performance of the CONTRACTOR for the completion of the WORK, including but not limited to all of the applicable provisions of the Illinois Prevailing Wage Act (820 ILCS 130/1 *et seq.*) and the Illinois Human Rights Act (775 ILCS 5/1-01 *et seq.*) The CONTRACTOR shall obtain and preserve per the terms of the Document Retention Laws of the State of Illinois, certified payroll records for all work performed to complete the WORK, including that work performed by all those contractors subordinate to the CONTRACTOR or Subcontractor.

1.2.7.1 This CONTRACT calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires CONTRACTORS and Subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website at: <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>. All CONTRACTORS and Subcontractors rendering services under this CONTRACT must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties. Each CONTRACTOR and Subcontractor participating on this project shall make and keep those records required under Section 5 of the Prevailing Wage Act (820 ILCS 130/5). In conformance with the Act, each CONTRACTOR and/or Subcontractor participating on this Project shall maintain records of all laborers, mechanics and other workers employed by them on this Project, including the following information on each worker: (1) name; (2) address; (3) telephone number when available; (4) social security number; (5) classification or classifications; (6) hourly wages paid in each pay period; (7) number of hours worked each day; and (8) starting and ending times of each day. These records shall be kept by the participating CONTRACTOR and Subcontractor for a period of not less than three (3) years. Each participating CONTRACTOR and Subcontractor shall submit a monthly certified payroll to the VILLAGE consisting of the above-referenced information as well as a statement signed by the participating CONTRACTOR or Subcontractor that certifies: (a) the records are true and accurate; (b) the hourly rates paid to each worker is not less than the general prevailing rate of hourly wages required under the Prevailing Wage Act; and (c) the CONTRACTOR or Subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

1.2.7.2 Neither the CONTRACTOR nor its Subcontractors shall tolerate or engage in any prohibited form of discrimination in employment as defined in the Illinois Human Rights Act. The CONTRACTOR shall maintain, and require that its Subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual’s ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Contractors and all Subcontractors shall comply with all requirements of the Act including maintaining a sexual harassment policy and of the Rules of the Illinois Department of Human Rights with regard to posting information on

employees' rights under the Act. Contractors and all Subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for work to be performed under the CONTRACT.

1.2.8 CONTRACTOR will not be relieved of any obligation to the VILLAGE under the CONTRACT due to failure to examine or receive documents, visit or become familiar with conditions or from facts of which CONTRACTOR should have been aware and VILLAGE, as existing law may allow, shall reject all claims related thereto.

ARTICLE 2: CONTRACT DOCUMENTS

2.1 The CONTRACT consists of the following documents and items:

- .1 Agreement between the parties
- .2 Terms and General Conditions to the Agreement
- .3 Special Conditions to the Agreement, if any
- .4 The Project Manual dated September 8, 2014 which includes
 - Invitation to Bid
 - Instructions to the Bidders
 - Specifications and Drawings, if any
- .5 Accepted Bid Proposal as it conforms to the bid requirements
- .6 Addenda, if any
- .7 Required Certificates of Insurance
- .8 Required Certifications and documents as may be required by other project funding agencies
- .9 Performance and Payment Bonds
- .10 All Certifications required by the VILLAGE

ARTICLE 3: PAYMENTS AND COMPLETION

3.1 The VILLAGE requires for each Request for Payment, a properly completed Contractor's Affidavit setting out, under oath, the name, address and amount due or to become due, of each subcontractor, vendor, supplier or other appropriate party included in that payment. For every party listed the CONTRACTOR shall also provide a full or partial waiver of lien, as appropriate, before a payment will be made to the CONTRACTOR. The CONTRACTOR's partial or final waiver of lien must be included. Payments shall not be made by the VILLAGE without such lien waivers and contractors' sworn statements unless they are conditioned upon receipt of such waivers and statements.

3.2 No certificate shall be issued in favor of the CONTRACTOR and no payment will be made by the VILLAGE for material not installed or built into the WORK without written authorization from the VILLAGE.

3.3 Each participating CONTRACTOR and Subcontractor shall submit a monthly certified payroll to the VILLAGE consisting of the requirements as referenced above in Section 1.2.7.1.

3.4 Upon satisfaction of the terms and conditions of the CONTRACT, the CONTRACTOR agrees to provide the VILLAGE with a final release and waiver of all liens covering all of the WORK performed under the CONTRACT relative to the project prior to issuance of final payment. Said final waiver of lien shall identify and state that all Subcontractors have been paid in full and there are no contract balances outstanding and owed to any Subcontractor.

3.5 All payments shall be made to Contractor by Village pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*)

ARTICLE 4: TAXES

4.1 The VILLAGE is a public body and is exempt from excise, sales and use taxes and will furnish CONTRACTOR with exemption numbers as required. This shall also apply to Subcontractors, and subcontractors of the Subcontractor. No Requests for Payments associated with the WORK may include any such taxes.

ARTICLE 5: INSPECTION OF MATERIALS

5.1 The VILLAGE shall have a right to inspect any materials, equipment or processes used during the performance of this CONTRACT. The CONTRACTOR shall be responsible for the Quality Assurance / Quality Control standards for all materials, equipment, components or completed WORK finished under this CONTRACT, including through the expiration of the warranty period. Materials, equipment, components or completed WORK not complying therewith may be rejected by the VILLAGE and shall be removed and replaced by the CONTRACTOR to the satisfaction of the VILLAGE, at no cost to the VILLAGE within the agreed-upon time period. All material replaced shall be fully warranted as new material

ARTICLE 6: ASSIGNMENT

6.1 The CONTRACTOR's duties and obligations under the CONTRACT shall not be assigned without the express written consent of the VILLAGE.

6.2 WORK not performed by the CONTRACTOR with its own forces shall be performed by Subcontractors or Sub-subcontractors. The CONTRACTOR shall be responsible for management of the Subcontractors in the performance of their work.

6.3 The CONTRACTOR shall not contract with anyone for performance of the WORK hereunder to whom the VILLAGE has a reasonable objection.

6.4 The CONTRACTOR shall prepare all Subcontracts and shall have full discretion to negotiate their terms, subject to the VILLAGE's reasonable requirements or objections as to form and content.

6.5 By appropriate agreement, written where legally required for validity, the CONTRACTOR shall require each Subcontractor, to the extent of the WORK to be performed by the Subcontractor, to be bound to the CONTRACTOR by terms of the CONTRACT, and to assume toward the CONTRACTOR all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's work, which the CONTRACTOR, by these documents, assumes toward the VILLAGE. Each subcontract agreement shall preserve and protect the rights of the VILLAGE under the CONTRACT documents with respect to the work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the CONTRACTOR that the CONTRACTOR, by the CONTRACT, has against the VILLAGE. Where appropriate, the CONTRACTOR shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The CONTRACTOR shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the contract to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the CONTRACT documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

ARTICLE 7: GUARANTEES AND WARRANTIES

7.1 All guarantees and warranties required shall be furnished by the CONTRACTOR and shall be delivered to the VILLAGE before the final payment or payment retention will be paid to the CONTRACTOR.

7.2 The CONTRACTOR shall supply the VILLAGE with "as-built" plans bearing the signature and seal or stamp, of an Illinois-licensed Professional Engineer prior to the VILLAGE making the final payment.

ARTICLE 8: DEFAULT

8.1 If the CONTRACTOR fails to begin the WORK under this CONTRACT within the time specified, or fails to perform the WORK in accordance with the terms of the approved schedule or performs the WORK in a manner unacceptable to the VILLAGE, or neglects or refuses to remove materials or perform anew such WORK as has been rejected by the VILLAGE, or if the CONTRACTOR shall become insolvent or be declared bankrupt, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall fail to carry on the WORK in a manner required by the CONTRACT, the VILLAGE shall give notice as hereinafter provided to the CONTRACTOR and its surety in writing specifying such failure, delay, neglect, refusal or default, and if the CONTRACTOR, within a period of

ten (10) calendar days after the giving of such notice, shall not proceed in accordance therewith, then the VILLAGE shall have full power and authority to declare this CONTRACT and the CONTRACTOR in default, and to forfeit the rights of the CONTRACTOR in this CONTRACT.

8.2 Upon declaration of CONTRACTOR's default, the VILLAGE may, at its option, call upon the surety to complete the WORK in accordance with the terms of this CONTRACT or may take over the WORK, including any materials on the WORK site as may be suitable and acceptable to the VILLAGE and may complete the WORK by its own forces or on its own account, or may enter into a new contract or contracts for the completion of the WORK, or may use such other methods as shall be required for the completion of the WORK in an acceptable manner as the VILLAGE may in its discretion determine.

8.3 All costs and charges incurred by the VILLAGE, together with the cost of completing the WORK shall be deducted from any moneys due or which may become due on this to the CONTRACTOR under this CONTRACT. Following any payment due and received by the VILLAGE from the CONTRACTOR's surety following default, if the expense so incurred by the VILLAGE is less than the sum paid to the Village by the surety under this CONTRACT for work remaining, the surety shall be entitled to receive the excess difference paid to the VILLAGE. When such CONTRACTOR default costs incurred by the VILLAGE exceeds the sum paid to the VILLAGE for the work remaining under the CONTRACT, the CONTRACTOR and the surety shall be liable and shall pay to the VILLAGE the full cost of such additional expenses.

ARTICLE 9: DISPUTES AND VENUE

9.1 Disputes between the VILLAGE and the CONTRACTOR shall be handled according to the terms of the CONTRACT (including all subsequent approved Change Orders) and applicable Law, with the final decision regarding disputes resting with the VILLAGE Manager or his or her designee. All disputes concerning a question of fact under the CONTRACT shall be expressed in writing by the parties and, if within seven (7) days after receipt of such notice the parties have not disposed of the dispute by agreement, the dispute, as it was expressed in writing by the parties, shall be subject to mediation under terms agreed to by the parties. Pending final decision of a dispute hereunder, the parties shall proceed diligently with the performance of the CONTRACT.

9.2 Any legal action taken by either party shall be decided based upon and governed by the laws of the State of Illinois and venue for such disputes shall be Cook County, Illinois.

ARTICLE 10: CONTRACT TIME

10.1 Time is of the essence with respect to all performance time schedules and timely completion of the WORK under the CONTRACT. VILLAGE shall not grant, and CONTRACTOR shall not seek damages for delays. However, VILLAGE shall review a CONTRACTOR's request for additional time, and may at VILLAGE's option and as conditions warrant, grant an increase in the CONTRACT time for delays beyond

CONTRACTOR's control and not caused by CONTRACTOR, its Subcontractors or others for whose actions CONTRACTOR is liable.

ARTICLE 11: INSURANCE AND INDEMNIFICATION

11.1 Insurance Requirements

11.1.1 The successful bidder shall, within ten (10) business days of said receipt of notice of award of the CONTRACT, furnish to the VILLAGE a certificate of insurance showing the VILLAGE, its trustees, officers, directors, agents, employees, representatives and assigns as additional insureds to the General Liability and Automobile Liability policies by appropriate endorsement. Such coverages shall be placed with a provider acceptable to the VILLAGE, which is licensed to do business in the State of Illinois, and that maintains a minimum A. M. Best rating of A VII. The insurance coverages afforded under the CONTRACTOR's General Liability insurance policies shall be primary and non-contributory to any insurance carried independently by the Indemnitees. A Waiver of Subrogation in favor of the Additional Insureds shall apply to General liability and Worker's Compensation. Certificates of insurance must state that the insurer shall provide the VILLAGE with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. All required insurance shall be maintained by the CONTRACTOR in full force and effect during the life of the CONTRACT, and until such time as all WORK has been approved and accepted by the VILLAGE. This provision constitutes the VILLAGE's continuing demand for such certificates and endorsement(s) or true and correct copies thereof and the obligation to provide such insurance coverage shall be in full force and effect during the life of the CONTRACT. Failure of the VILLAGE to request such certificates and endorsements shall not relieve the CONTRACTOR of these obligations to provide insurance.

The amounts and types of insurance required are defined in Exhibit A, a copy of which is attached hereto and made a part hereof.

11.1.2 CONTRACTOR shall cause each Subcontractor to maintain insurance of the type specified in Exhibit A. Prior to CONTRACT acceptance, and at any time when requested by the VILLAGE, CONTRACTOR shall furnish copies of certificates of insurance evidencing coverage for each Subcontractor and Sub-subcontractor.

11.2 Indemnification

11.2.1 The CONTRACTOR shall defend, indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons

or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

11.2.2 The CONTRACTOR shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the VILLAGE and any other indemnified party. The VILLAGE or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the CONTRACTOR shall promptly reimburse the VILLAGE or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the VILLAGE or other indemnified party in connection therewith.

ARTICLE 12: PERFORMANCE AND PAYMENT BONDS

12.1 The CONTRACTOR shall furnish Performance and Payment Bonds acceptable to the VILLAGE in the full amount of the CONTRACT. Bonds shall be from a surety licensed to do business in Illinois and said surety shall have a minimum A.M. Best rating of A-V. Each Bond shall require a time period during which the Bond can be called limited only to the extent required by Illinois law.

ARTICLE 13: EXECUTION OF CONTRACT

13.1 Execution of the CONTRACT between VILLAGE and CONTRACTOR is contingent upon receipt of required Certificates of Insurance, required signed certifications and required Performance and Payment Bonds.

ARTICLE 14: CHANGES IN THE WORK

14.1 All changes in the WORK must be requested by CONTRACTOR and approved by the VILLAGE via an Authorization to Proceed document bearing the signature of the Project Principle for VILLAGE. Any change order or series of change orders that increase or decrease the CONTRACT value by \$10,000 or more, or that increases or decreases the CONTRACT duration beyond the approved project schedule must be accompanied by a written request from CONTRACTOR justifying the additional cost or change in schedule.

Within an agreed upon period of time, VILLAGE will provide a response to CONTRACTOR's Change Order or Time request by providing a determination signed by the VILLAGE or its designee finding that the change requested was not reasonably foreseeable at the time the CONTRACT was signed, the change is germane to the CONTRACT or the change is in the best interest of VILLAGE. Any change increasing the original CONTRACT value by fifty percent (50%) or more must be re-bid by VILLAGE as required by law.

ARTICLE 15: TERMINATION

15.1 VILLAGE may, at any time, terminate the CONTRACT for the VILLAGE's convenience and without cause upon written notice to the CONTRACTOR and payment for all WORK directed to be performed prior to the effective date of termination along with agreed upon reasonable overhead and profit.

BIDDER SUMMARY SHEET

Entry and Site Improvements at Sportsplex Recreation Center
Project Name

IN WITNESS WHEREOF, the parties hereto have executed this Bid as of date shown below.

Firm Name: Lawdensky Construction Co

Address: 1106 Morse Ave.

City, State, Zip Code: Schaumburg, IL 60193

Contact Person: Joseph Lawden

FEIN #: 36-4265438

Phone: (847) 352-4371 Fax: (847) 352-4393

E-mail Address: jlawden@sbcglobal.net

RECEIPT OF ADDENDA: The receipt of the following addenda is hereby acknowledged:

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

TOTAL BID PRICE: \$ 81,733.00

Signature of Authorized Signee: Joseph Lawden

Title: Sr. Project Manager Date: 9/29/2014

BUSINESS ORGANIZATION

Sole Proprietor: An individual whose signature is affixed to this bid.

Partnership: Attach sheet and state full names, titles and address of all responsible principals and/or partners. Provide percent of ownership and a copy of partnership agreement.

Corporation: State of incorporation: Illinois
Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Illinois.

In submitting this bid, it is understood that the Village of Orland Park reserves the right to reject any or all bids, to accept an alternate bid, and to waive any informalities in any bid.

In compliance with your Invitation to Bid, and subject to all conditions thereof, the undersigned offers and agrees, if this bid is accepted, to furnish the services as outlined.

Lawdensky Construction Co
Business Name

(Corporate Seal)

Joseph Lawden
Signature

Joseph Lawden
Print or type name

Sr. Project Manager
Title

9/29/2014

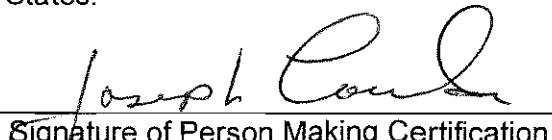
Date

**CERTIFICATION OF ELIGIBILITY
TO ENTER INTO PUBLIC CONTRACTS**

IMPORTANT: **THIS CERTIFICATION MUST BE EXECUTED.**

I, Joseph Lawden, being first duly sworn certify
and say that I am Sr. Project Manager
(insert "sole owner," "partner," "president," or other proper title)

of Lawdensky Construction Co, the Prime
Contractor submitting this proposal, and that the Prime Contractor is not barred from
contracting with any unit of state or local government as a result of a violation of either Section
33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-
rotating" of any state or of the United States.



Signature of Person Making Certification

Subscribed and Sworn To
Before Me This 29th Day
of September, 2014



Notary Public



EQUAL EMPLOYMENT OPPORTUNITY

Section I. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

Section II. In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this Agreement, the Contractor agrees:

- A.** That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B.** That, if it hires additional employees in order to perform this Agreement, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C.** That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- D.** That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract.
- E.** That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.
- F.** That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to

ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts.

G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Section III. For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Contractor and any person under which any portion of the Contractor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Contractor or other organization and its customers.

ACKNOWLEDGED AND AGREED TO:

NAME: Joseph Lawden

SIGNATURE: Joseph Lawden

WITNESS: Mark Lawden

DATE: 9/29/2014

**CERTIFICATION OF COMPLIANCE WITH THE
ILLINOIS PREVAILING WAGE ACT
(820 ILCS 130/0.01, et seq.)**

It is hereby stipulated and certified to the Village of Orland Park, that the undersigned Contractor shall pay not less than the prevailing hourly rate of wages, the generally prevailing rate of hourly wages for legal holiday and overtime work, and the prevailing hourly rate for welfare and other benefits as determined by the Illinois Department of Labor and as set forth in the schedule of prevailing wages for this contract to all laborers, workers and mechanics performing work under this contract. The undersigned Contractor further stipulates and certifies that he/she/it has maintained a satisfactory record of Prevailing Wage Act compliance with no significant Prevailing Wage Act violations for the past three (3) years. In accordance with Public Act 94-0515, the Contractor will submit to the Village certified payroll records (to include for every worker employed on the project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day) on a monthly basis, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Contractor is aware that knowingly filing false records is a Class B Misdemeanor.

Contractor:

By: Joseph Lawler
(Authorized Officer)

Subscribed and Sworn To
Before Me This 29th Day
of September, 2014.

Mary Thede
Notary Public



**VILLAGE OF ORLAND PARK
CONTRACTOR'S CERTIFICATION
SEXUAL HARASSMENT, TAX & SUBSTANCE ABUSE**

Charles Lawdensky, having been first duly sworn deposes and states as follows:
(Officer or Owner of Company)

Lawdensky Construction Co, having submitted a proposal for:
(Name of Company)

Entry and Site Improvements at Sportsplex Recreation Center
(PROJECT)

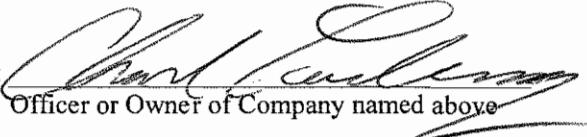
to the Village of Orland Park, Illinois, hereby certifies that the undersigned Contractor:

1. has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4).
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if:
 - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the approved Revenue Act; or
 - b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.
3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that
(Name of employee/driver or "all employee drivers") is/are currently participating
in a drug and alcohol testing program pursuant to the aforementioned rules.

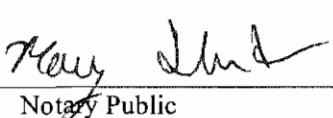
4A. has in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), and has provided a written copy thereof to the Village of Orland Park; or

4B. has in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635).

(Check either 4A or 4B, depending upon which certification is correct.)

By: 
Officer or Owner of Company named above

Subscribed and Sworn To
Before Me This 29th Day
of September, 2014


Notary Public



APPRENTICESHIP AND TRAINING PROGRAM CERTIFICATION

I, Tor Landry, having been first duly sworn depose and state as follows:

I, Tor Landry, am the duly authorized agent for Landensky Const, which has submitted a bid to the Village of Orland Park for

Septic Cork Replacement and I hereby certify
(Name of Project)

that Landensky Const Inc
(Name of Company)

participates in apprenticeship and training programs approved and registered with the United States Department of Labor Bureau of Apprenticeship and Training.

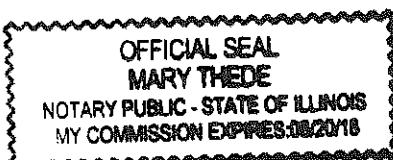
Name of A&T Program See ATTACH

Brief Description of Program: All work is subContracted
out. If we hire, It (Program) handled Thru
Unions & Their A&T Programs.

By: Mary Thede
Title: Notary Public

Subscribed and Sworn To
Before Me This 27th Day
of September, 2014.

Mary Thede
Notary Public



REFERENCES

Provide three (3) references where you have performed similar work as outlined in this ITB.

ORGANIZATION USPS
ADDRESS Processing Center Milwaukee WI
CITY, STATE, ZIP Milwaukee Wisc
PHONE NUMBER 630-295-9940
CONTACT PERSON Don Kunkel - USPS Engineer
DATE OF PROJECT 2010 - 2012 - Manufacturing Ramp Repairs

ORGANIZATION UNIV OF IL Chicago
ADDRESS 1140 S. Paulina St
CITY, STATE, ZIP Chicago IL 60617
PHONE NUMBER 312-996-1051
CONTACT PERSON Brad Appel
DATE OF PROJECT College of Dentistry - Dock Ramp

ORGANIZATION MFH
ADDRESS 8770 W. Bryn Mawr Ave #1300
CITY, STATE, ZIP Chicago IL 60631
PHONE NUMBER 312 - 259 - 0530
CONTACT PERSON Marshall Mjertsfeldt
DATE OF PROJECT 2/13 - 8/13 - Cardiac / Health

Bidder's Name: Joe Conder
Signature & Date: Joe Conder 9/26/14

INSURANCE REQUIREMENTS

Please submit a policy Specimen Certificate of Insurance showing bidder's current coverage's

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident

\$500,000 – Policy Limit

\$500,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence

\$2,000,000 – General Aggregate Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products/Completed Operations Aggregate

Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$2,000,000 – Each Occurrence

\$2,000,000 – Aggregate

EXCESS MUST COVER: General Liability, Automobile Liability, Workers Compensation

Any insurance policies providing the coverages required of the Contractor, shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's. The certificate of insurance shall also state this information on its face. Certificates of insurance must state that the insurer shall provide the Village with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. The words "endeavor to" and "but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives" must be stricken from all Certificates of Insurance submitted to the Village. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

The bidder agrees that if they are the selected contractor, within ten days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the selected bidder and the bid will be awarded to the next lowest bidder or result in creation of a new bid.

ACCEPTED & AGREED THIS 9 DAY OF 29, 2014


Signature

Printed Name & Title

Authorized to execute agreements for:


Name of Company

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
4/23/2014

PRODUCER

Jeff Vukovich Insurance Agency
422 N. Northwest Hwy. Ste 170
Park Ridge, IL 60068
7-825-4783

1. RED Lawdensky Construction Company, Inc.
1106 Morse Rd.
Schaumburg, IL 60193

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC#

INSURER A: Nationwide Mutual Ins. Co.

02358

INSURER B:

INSURER C:

INSURER D:

INSURER E:

— 10 —

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A	A	A	GENERAL LIABILITY	Nationwide 58-2534731	04-30-14	4-30-15	EACH OCCURRENCE	\$ 1,000,000	
			<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
			<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000	
							PERSONAL & AOV INJURY	\$ 1,000,000	
							GENERAL AGGREGATE	\$ 2,000,000	
			GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$ 2,000,000	
			POLICY <input checked="" type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC					\$	
			AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
			<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$	
			<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$	
			SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$	
			<input checked="" type="checkbox"/> HIRED AUTOS					\$	
			<input checked="" type="checkbox"/> NON-OWNED AUTOS					\$	
								\$	
			GARAGE LIABILITY		04-30-14	4-30-15	AUTO ONLY - EA ACCIDENT	\$	
			<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$	
							OTHER THAN AUTO ONLY: AGG	\$	
								\$	
A	A	A	EXCESS/UMBRELLA LIABILITY	Nationwide 58-2534731	04-30-14	4-30-15	EACH OCCURRENCE	\$ 5,000,000	
			<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 5,000,000	
							0	\$	
								\$	
			DEDUCTIBLE					\$	
			RETENTION \$					\$	
A	A	A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Nationwide 58-2534731	04-30-14	4-30-15	<input checked="" type="checkbox"/> WC STATUS TORY LIMITS	OTH- ER	
			ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 500,000	
			If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 500,000	
							E.L. DISEASE - POLICY LIMIT	\$ 500,000	
			OTHER					\$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

CANCELLATION

Specimen Copy
Specimen Copy
Specimen Copy

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

chuck lawdensky

From: "IDHR.PublicContracts" <IDHR.PublicContracts@Illinois.gov>
To: <CLAWDENSKY@SBCGLOBAL.NET>
Sent: Friday, November 09, 2012 12:58 PM
Subject: Confirmation Letter - Attached is your company's Confirmation Letter indicating its eligibility and expiration date.



Pat Quinn, Governor
 Rocco J. Claps, Director

IDHR #:	116482-00
Date Eligible:	11/08/2012
Expires on:	11/08/2017

Charles Lawdensky
 Lawdensky Construction Inc.
 1106 Morse Avenue
 Schaumburg, IL 60193

CONFIRMATION OF EXISTING/RENEWAL REGISTRATION

The Illinois Department of Human Rights, Public Contracts Unit, acknowledges receipt of an Employer Report form (PC-1) filed by your organization.

Review of our records indicates that your organization previously registered with the Department of Human Rights and has been assigned the IDHR Number appearing above. This registration remains in effect until the expiration date appearing above. It is not necessary to submit a new form each time you bid on a state contract.

DO NOT LOSE THIS NOTICE. KEEP IT WITH OTHER IMPORTANT ORGANIZATIONAL DOCUMENTS. Also, please keep the following in mind:

1. The IDHR Bidder Eligibility Number is valid for all bids submitted to any agency of the State of Illinois or other contracting agency that has adopted our registration requirement.
2. An eligible bidder's registration remains in effect until the expiration date unless it is revoked by the Department upon finding that the eligible bidder has committed a civil rights violation.
3. An eligible bidder may relinquish its eligibility by notifying the Department in writing at the above address.
4. The Department must be notified in writing of any change to the eligible bidder's name, address, telephone number, or form of organization. Such changes may render the bidder's registration invalid and may require the filing of a new Employer Report Form with the Department. The Number is not transferable and becomes invalid upon dissolution of the business.

Should you have any questions concerning this notice, please contact the Public Contracts Unit at the above address or telephone at 312-814-2431.

IDHR PCU (01-2010)

100 West Randolph Street, Suite 10-100, Chicago, IL 60601, (312) 814-6200, TTY (866) 740-3953, Housing Line (800) 662-3942
 222 South College Street, Room 101, Springfield, IL 62704, (217) 785-5100
 2309 West Main Street, Marion, IL 62959 (618) 993-7463
www.illinois.gov/dhr

ACORD[®] CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/29/2014

PRODUCER

Jeff Vukovich Insurance Agency
422 N. Northwest Hwy. Ste 170
Park Ridge, IL 60068
847-825-4783

INSURED Lawdensky Construction Company, Inc.

1106 Morse Rd.
Schaumburg, IL 60193

COVERS

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADDL LTR	INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY				EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (EA occurrence) \$
		<input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
A		Nationwide 58-2534731		04-30-14	4-30-15	PERSONAL & ADV INJURY \$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE \$ 2,000,000
		AUTOMOBILE LIABILITY				PRODUCTS - COMP/OP AGG \$ 2,000,000
		ANY AUTO				
		<input checked="" type="checkbox"/> ALL OWNED AUTOS				COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000
		SCHEDULED AUTOS				
A		<input checked="" type="checkbox"/> HIRED AUTOS	Nationwide 58-2534731	04-30-14	4-30-15	BODILY INJURY (Per person) \$
		<input checked="" type="checkbox"/> NON-OWNEDAUTOS				BODILY INJURY (Per accident) \$
		GARAGE LIABILITY				PROPERTY DAMAGE (Per accident) \$
		ANY AUTO				AUTO ONLY - EA ACCIDENT \$
		EXCESS/UMBRELLA LIABILITY				OTHER THAN EA ACC \$
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE	Nationwide 58-2534731	04-30-14	4-30-15	AGGREGATE \$
A		DEDUCTIBLE				
		RETENTION \$				
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				X WCSTATU- TORY LIMITS OTH- ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	Nationwide 58-2534731	04-30-14	4-30-15	E.I. EACH ACCIDENT \$ 500,000
A		If yes, describe under SPECIAL PROVISIONS below				E.I. DISEASE - EA EMPLOYEE \$ 500,000
		OTHER				E.I. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT. SPECIAL PROVISIONS

CERTIFICATE HOLDER

Village of Orland Park
14700 S. Ravinia Ave.
Orland Park, IL 60462

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Village of Orland Park
Location(s) Of Covered Operations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

CG 20 10 04 13

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All terms and conditions apply unless modified by this endorsement.

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Lawdensky Construction Company
1106 Morse Ave.
Schaumburg, IL 60193

OWNER:

(Name, legal status and address)

Village of Orland Park
14700 S. Ravinia Ave.
Orland Park, IL 60462

BOND AMOUNT:

Ten percent (10%) of attached bid

PROJECT:

(Name, location or address, and Project number, if any)

Concrete Removal & Replacement Removal of Electrical Lighting Bollards

SURETY:

(Name, legal status and principal place
of business)

Hudson Insurance Company
100 Williams St., 5th Floor
New York, NY 10038

This document has important legal
consequences. Consultation with
an attorney is encouraged with
respect to its completion or
modification.

Any singular reference to
Contractor, Surety, Owner or
other party shall be considered
plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

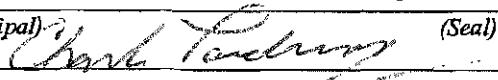
Signed and sealed this

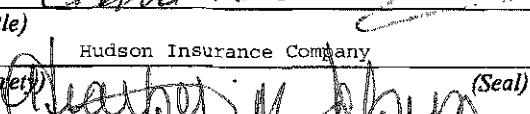
29th day of September, 2014

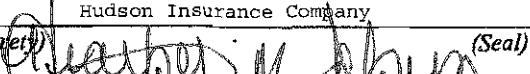
Lawdensky Construction Company

(Witness)


Jan Utylek

(Principal) 
(Seal)

(Title) 
(Seal)

(Surety) 
(Seal)

(Title) Heather M. Johnson, Attorney in Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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05110



BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Joel Speckman of the State of Illinois

Heather M. Johnson of the State of Michigan

Susan E. Hurd and Vicki S. Duucan of the State of Ohio

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

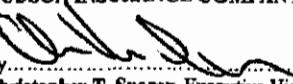
Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereunto duly authorized, on this 9th day of April, 2014 at New York, New York.




Dina Daskalakis, Corporate Secretary

HUDSON INSURANCE COMPANY

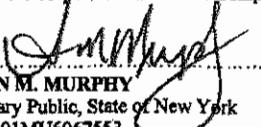

By
Christopher T. Suarez, Executive Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 9th day of April, 2014 before me personally came Christopher T. Suarez to me known, who being by me duly sworn did depose and say that he is an Executive Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

(Notarial Seal)




ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2017

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK

The undersigned Dina Daskalakis hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

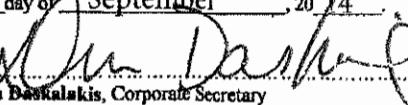
"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertaking made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.



Witness the hand of the undersigned and the seal of said Company this 29th day of September, 2014.


By
Dina Daskalakis, Corporate Secretary


AIA® Document A312™ – 2010
Performance Bond
CONTRACTOR:

(Name, legal status and address)

Lawdensky Construction Co., Inc.

1106 Morse Avenue

Schaumburg, IL 60193

OWNER:

(Name, legal status and address)

Village of Orland Park

14700 South Ravinia Ave

Orland Park, IL 60642

SURETY:

(Name, legal status and principal place of business)

Hudson Insurance Company

100 Williams St., 5th Floor

New York, NY 10038

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT

Date:
October 28, 2014

Amount: \$81,733.00 (Eighty One Thousand Seven Hundred Thirty-Three and 00/100 Dollars)

Description:

(Name and location)

Remove existing concrete and concrete bollards, install new concrete, cast in place replaceable detectable warning plates and install planters.

BOND

Date: October 28, 2014

(Not earlier than Construction Contract Date)

Amount: \$81,733.00 (Eighty One Thousand Seven Hundred Thirty-Three and 00/100 Dollars)

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*
Lawdensky Construction Co., Inc.

Signature:

Name: CHARLES L. LAWDENSKY
and Title: President

(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company: *(Corporate Seal)*
Hudson Insurance Company

Signature:

Name: Joel Speckman
and Title: Joel Speckman, Attorney-In-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Hylant Group, Inc.
150 N. Wacker Dr., Ste. 1500
Chicago, IL 60606
312.283.1350

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

(Corporate Seal)

Signature:

Name and Title:

Address

Signature:

Name and Title:

Address

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.


AIA® Document A312™ – 2010
Payment Bond
CONTRACTOR:

(Name, legal status and address)

Lawdensky Construction Co., Inc.

1106 Morse Avenue

Schaumburg, IL 60193

OWNER:

(Name, legal status and address)

Village of Orland Park

14700 South Ravinia Ave

Orland Park, IL 60642

SURETY:

(Name, legal status and principal place of business)

Hudson Insurance Company

100 Williams St., 5th Floor

New York, NY 10038

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT

Date: October 28, 2014

Amount: \$81,733.00 (Eighty One Thousand Seven Hundred Thirty-Three and 00/100 Dollars)

Description:

(Name and location)

Remove existing concrete and concrete bollards, install new concrete, cast in place replaceable detectable warning plates and install planters.

BOND

Date: October 28, 2014

(Not earlier than Construction Contract Date)

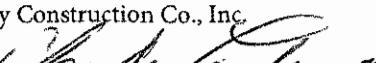
Amount: \$81,733.00 (Eighty One Thousand Seven Hundred Thirty-Three and 00/100 Dollars)

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

Lawdensky Construction Co., Inc.

Signature: 

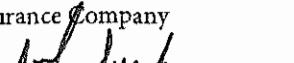
Name *Charles Lawdensky*
and Title: *President*

(Any additional signatures appear on the last page of this Payment Bond.)

SURETY

Company: *(Corporate Seal)*

Hudson Insurance Company

Signature: 

Name *Joel Speckman*, Attorney-In-Fact
and Title: *Attorney-In-Fact*

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Hylant Group, Inc.

150 N. Wacker Dr., Ste. 1500

Chicago, IL 60606

312-283-1350

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

SURETY

(Corporate Seal) Company:

(Corporate Seal)

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 17 State Street, New York, New York, 10004, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Joel Speckman
of the State of Illinois

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of **Ten Million Dollars (\$10,000,000.00)**.

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

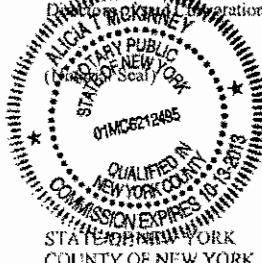
Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereunto duly executed this 6th day of July, 2011, at New York, New York.



Attest:
Dina Daskalakis
Corporate Assistant Secretary

STATE OF NEW YORK
COUNTY OF NEW YORK, SS

On the 6th day of July, 2011, before me personally came Christopher T. Suarez to me known, who being by me duly sworn did depose and say that he is an Executive Vice President of **HUDSON INSURANCE COMPANY**, the corporation described herein and which executed the above instrument, he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.



HUDSON INSURANCE COMPANY

By
Christopher T. Suarez
Executive Vice President

ALICIA T. MCKINNEY
Notary Public, State of New York
No. 01MC6212495
Qualified in New York County
Commission Expires October 13, 2013

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK, SS.

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is in force.



(Corporate Seal)

28th day of October, 2014

By
Dina Daskalakis, Corporate Assistant Secretary

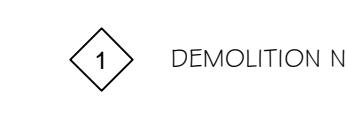
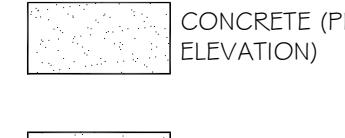
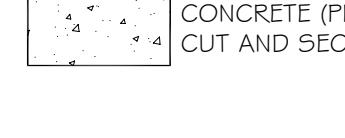
VILLAGE OF ORLAND PARK
2014 ENTRY AND SITE IMPROVEMENTS AT:
SPORTSPLEX RECREATION CENTER
11351 W. 159th STREET, ORLAND PARK, IL 60467

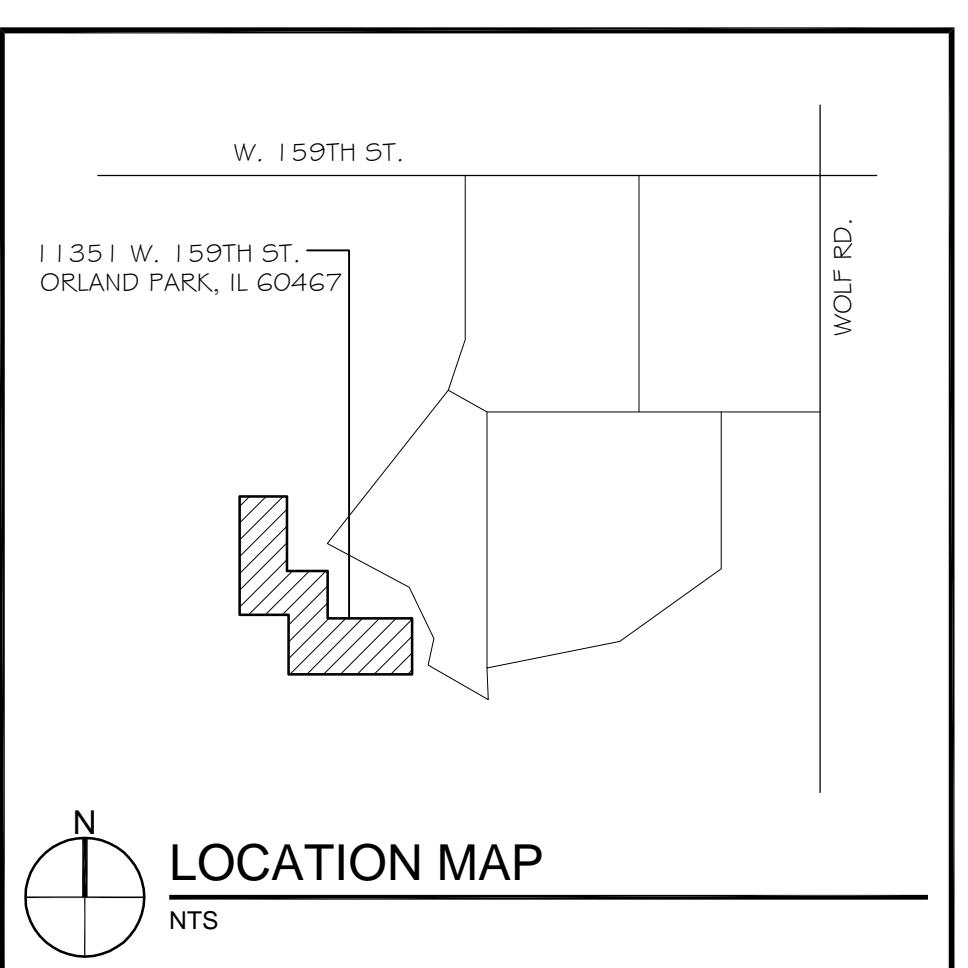
INDEX OF DRAWINGS

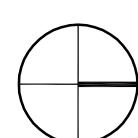
DLA ARCHITECTS, LTD.

PH 847.742.4063 FX 847.742.9734

G1 TITLE SHEET AND GENERAL NOTES
 A1 PARTIAL DEMOLITION SITE PLAN
 A2 PARTIAL SITE PLAN AND DETAILS

GENERAL NOTES	SYMBOLS LEGEND	MATERIALS LEGEND
<p>1. VERIFY ALL EXISTING CONDITIONS RELATED TO CONSTRUCTION COMPARED TO THE INFORMATION PROVIDED IN THE CONSTRUCTION DOCUMENTS. IF DISCREPANCIES OR CONFLICTS BETWEEN THE TWO ARE DISCOVERED, NOTIFY THE ARCHITECT FOR CLARIFICATION PRIOR TO SUBMITTING A BID AND/OR PERFORMING WORK.</p> <p>2. COMPLY WITH ALL APPLICABLE STATE AND LOCAL CODES.</p> <p>3. COORDINATE ALL TRADES PRIOR TO PERFORMING WORK, INCLUDING BUT NOT LIMITED TO MECHANICAL, PLUMBING, ELECTRICAL, AND STRUCTURAL.</p> <p>4. STORE MATERIALS IN A MANNER NOT TO OVERSTRESS, OVERLOAD, OR OTHERWISE PUT AN INAPPROPRIATE LOAD ON ANY STRUCTURE DURING CONSTRUCTION.</p> <p>5. SCHEDULE AND COORDINATE ALL SHUT DOWNS OF EXISTING UTILITIES WITH THE OWNER IN ADVANCE OF A MINIMUM OF SEVEN (7) DAYS PRIOR TO SHUT DOWN. PREPARE ALL NECESSARY WORK PRIOR TO SHUT DOWNS. IF AT ALL POSSIBLE, COMBINE UTILITY SHUT DOWNS TO MINIMIZE THE IMPACT OF THE OWNERS OPERATION OF EXISTING FACILITIES. SEE SPECIFICATIONS FOR ANY FURTHER DETAILS.</p> <p>6. LOCATE ALL MATERIALS, EQUIPMENT, TRUCKS, DUMPSTERS, AND CONSTRUCTION FACILITIES IN AREAS APPROVED BY OWNER. SPECIAL CARE SHALL BE TAKEN TO PREVENT DAMAGE TO EXISTING BUILDING STRUCTURE, LANDSCAPING, AND PAVED AREAS. PROVIDE WOOD PLANK PROTECTION BELOW ALL DUMPSTERS AND OTHER HEAVY EQUIPMENT.</p> <p>7. FIELD VERIFY AND COORDINATE THE EXACT LOCATIONS AND EXTENT OF ALL DEMOLITION AS REQUIRED. PROPERLY DISPOSE OF ALL ITEMS OFF SITE THAT ARE TO BE REMOVED.</p> <p>8. PROTECT OR SAFELY STORE ALL BUILDING AND SITE ELEMENTS THAT ARE TO REMAIN OR BE REUSED TO AVOID DAMAGE DURING THE CONSTRUCTION PROCESS. DAMAGED ITEMS SHALL BE REPAIRED OR REPLACED AT NO EXPENSE TO THE OWNER.</p>	<p>SECTION TAG</p>  <p>NORTH ARROW</p>  <p>DEMOLITION NOTE</p>  <p>TAG NOTE DRAWING NUMBER SHEET NUMBER</p>	<p>CONCRETE (PLAN AND ELEVATION)</p>  <p>EARTH</p>  <p>CONCRETE (PLAN CUT AND SECTION)</p>  <p>GRANULAR FILL</p> 





1 PARTIAL DEMOLITION SITE PLAN

$1/8'' = 1'-0''$

GENERAL SITE PLAN NOTES

- SEE SHEET G1 FOR GENERAL NOTES, SYMBOLS, & ABBREVIATIONS.
- VERIFY ANY DISCREPANCIES BETWEEN EXISTING FIELD CONDITIONS NOT SHOWN. PLAN DIMENSIONS AND/ OR INFORMATION NEEDED TO COMPLETE WORK. NOTIFY ARCHITECT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UNDERGROUND UTILITIES AND SHALL CONTACT J.U.L.I.E. (1-800-892-0123) AND EACH OF THE OTHER MUNICIPAL, GOVERNMENTAL AND/OR PRIVATE UTILITY COMPANIES, WHICH MAY HAVE FACILITIES LOCATED WITHIN THE PROPOSED IMPROVEMENTS. THE CONTRACTOR SHALL PROVIDE THE OWNER AND PROJECT ARCHITECT AT LEAST TWO (2) WORKING DAYS OF NOTICE PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES.
- AFTER CONCRETE WORK HAS BEEN COMPLETED, RESTORE ALL ADJACENT DAMAGED GRASS AREAS W/ NEW PULVERIZED BLACK DIRT (6" MIN) AND OR SOIL AND ALL ADJACENT DAMAGED PLANTED AREAS W/ MATCHING/SIMILAR MATERIALS OF SIMILAR SIZE/AGE AS DIRECTED BY OWNER.
- AT AREAS INDICATED AS NEW CONC TO REPLACE EXISTING, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COMPLETELY REMOVE AND APPROPRIATELY DISPOSE OF EXISTING CONCRETE WALKS AND INSTALL NEW PER DETAILS SHOWN.
- PATCH/REPAIR ALL ADJACENT CONCRETE/ASPHALT TO MATCH EXISTING AFTER REMOVAL AND INSTALLATION OF NEW CONCRETE.
- SEE SHEET A2 FOR TYPICAL EXPANSION JOINT AND CONTRACTION JOINT DETAILS.

DEMOLITION KEYNOTES

- REMOVE AND DISPOSE OF EXISTING CONCRETE WALK. RE-COMPACT EXISTING GRANULAR BASE.
- ELECTRICALLY DISCONNECT AND REMOVE/DISPOSE OF EXISTING BOLLARDS. CUT DOWN EXISTING CONCRETE FOUNDATIONS A MINIMUM OF 8" BELOW THE BOTTOM OF THE NEW PROPOSED CONCRETE. REMOVE ASSOCIATED CONDUIT AND WIRE AS REQUIRED. INSTALL NEW CONDUIT AND WIRE TO LIGHT FIXTURES THAT ARE NOT BEING REMOVED TO MAINTAIN POWER TO ALL EQUIPMENT OUTSIDE THE AREA OF DEMOLITION - VERIFY EXTENT IN FIELD.
- REMOVE, SALVAGE AND REINSTALL EXISTING BENCH IN SAME LOCATION AFTER CONCRETE WORK IS COMPLETE.
- REMOVE AND DISPOSE OF PERIMETER BOTTOM TWO COURSES OF EXISTING MASONRY AS REQ'D TO INSTALL NEW CONCRETE PER DETAIL 5/A2. SHORE/BRACE EXISTING MASONRY AS REQ'D.

DIA
ARCHITECTS
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VILLAGE OF ORLAND PARK
2014 ENTRY AND SITE IMPROVEMENTS AT:
SPORTSPLEX RECREATION CENTER
11351 W. 159TH STREET, ORLAND PARK, IL 60467



MARK DATE
4.29.2014 BID SET

PROJECT No. 2014.21
DATE: APRIL 29, 2014
SHEET TITLE: PARTIAL DEMOLITION SITE PLAN
SHEET: A1

CONCRETE SPECIFICATION

- STEEL REINFORCEMENT:**
 - A. REINFORCING BARS: ASTM A 615, GRADE 60, DEFORMED.
 - B. PLAIN-STEEL WIRE: ASTM A 82.
 - C. PLAIN-STEEL WELDED WIRE REINFORCEMENT: ASTM A 185, PLAIN, FABRICATED FROM AS-DRAWN STEEL WIRE INTO FLAT SHEETS.
- ADMIXTURES:**
 - A. AIR-ENTRAINING ADMIXTURE: ASTM C 260
- GRANULAR FILL (WHERE NEEDED):**
 - A. CLEAN MIXTURE OF CRUSHED STONE OR CRUSHED OR UNCRUSHED GRAVEL, ASTM D448, SIZE 57, WITH 100 PERCENT PASSING A 1-1/2" SIEVE AND 0 TO 5 PERCENT PASSING A No. 8 SIEVE.
- STEEL REINFORCEMENT ACCESSORIES:**
 - A. JOINT DOWEL BARS: ASTM A 615, GRADE 60, PLAIN-STEEL BARS, CUT BARS TRUE TO LENGTH WITH ENDS SQUARE AND FREE OF BURRS.
 - B. BAR SUPPORTS: BOLSTERS, CHAIRS, SPACERS, AND OTHER DEVICES FOR SPACING, SUPPORTING, AND FASTENING REINFORCING BARS AND WELDED WIRE REINFORCEMENT IN PLACE. MANUFACTURE BAR SUPPORTS FROM STEEL WIRE, PLASTIC, OR PRECAST CONCRETE ACCORDING TO CRSI'S "MANUAL OF STANDARD PRACTICE" OF GREATER COMPRESSIVE STRENGTH THAN CONCRETE AND AS FOLLOWS:
- 1. FOR CONCRETE SURFACES EXPOSED TO VIEW WHERE LEGS OF WIRE BAR SUPPORTS CONTACT FORMS, USE CRSI CLASS 1 PLASTIC-PROTECTED STEEL WIRE OR CRSI CLASS 2 STAINLESS-STEEL BAR SUPPORTS.**
- 2. EXTERIOR SLABS-ON-GRADE: PROPORTION NORMAL-WEIGHT CONCRETE MIXTURE AS FOLLOWS:**
 - MINIMUM COMPRESSIVE STRENGTH: 4500 PSI AT 28 DAYS.
 - MAXIMUM WATER-CEMENTITIOUS MATERIALS RATIO: 0.44 (AIR-ENTRAINED).
 - SLUMP LIMIT: 5 INCHES +/- 1 INCH.
 - AIR CONTENT: 6 PERCENT, PLUS OR MINUS 1.5 PERCENT AT POINT OF DELIVERY FOR EXPOSED CONCRETE.
- 3. HOT-WEATHER PLACEMENT - COMPLY WITH ACI 305 AND AS FOLLOWS:**
 - MAINTAIN CONCRETE TEMPERATURE BELOW 90 DEG F AT TIME OF PLACEMENT. CHILLED MIXING WATER OR CHOPPED ICE MAY BE USED TO CONTROL TEMPERATURE, PROVIDED WATER EQUIVALENT OF ICE IS CALCULATED TO TOTAL AMOUNT OF MIXING WATER, USING LIQUID NITROGEN TO COOL CONCRETE IS CONTRACTOR'S OPTION.
 - FOG-SPRAY FORMS, STEEL REINFORCEMENT, AND SUBGRADE JUST BEFORE PLACING CONCRETE. KEEP SUBGRADE UNIFORMLY MOIST WITHOUT STANDING WATER, SOFT SPOTS, OR DRY AREAS.
 - BROOM FINISH: APPLY A BROOM FINISH TO EXTERIOR CONCRETE WALKS.
 - IMMEDIATELY AFTER FLOAT FINISHING, SLIGHTLY ROUGHEN TRAFFICKED SURFACE BY BROOMING WITH FIBER-BRISTLE BROOM PERPENDICULAR TO MAIN TRAFFIC ROUTE. COORDINATE REQUIRED FINAL FINISH WITH ARCHITECT BEFORE APPLICATION.
- 4. CURE CONCRETE ACCORDING TO ACI 308.1, BY ONE OR A COMBINATION OF THE FOLLOWING METHODS:**
 - MOISTURE CURING: KEEP SURFACES CONTINUOUSLY MOIST FOR NOT LESS THAN SEVEN DAYS WITH THE FOLLOWING MATERIALS:
 - WATER.
 - CONTINUOUS WATER-FOG SPRAY.
 - ABSORPTIVE COVER, WATER SATURATED, AND KEPT CONTINUOUSLY WET. COVER CONCRETE SURFACES AND EDGES WITH 12-INCH LAP OVER ADJACENT ABSORPTIVE COVERS.
- 5. CONCRETE TESTS: TESTING OF COMPOSITE SAMPLES OF FRESH CONCRETE OBTAINED ACCORDING TO ASTM C 172 SHALL BE PERFORMED ACCORDING TO THE FOLLOWING REQUIREMENTS:**
 - SLUMP: ASTM C 143; ONE TEST AT POINT OF PLACEMENT FOR EACH COMPOSITE SAMPLE, BUT NOT LESS THAN ONE TEST FOR EACH DAY'S POUR OF EACH CONCRETE MIXTURE. PERFORM ADDITIONAL TESTS WHEN CONCRETE CONSISTENCY APPEARS TO CHANGE.
 - AIR CONTENT: ASTM C 231, PRESSURE METHOD, FOR NORMAL-WEIGHT CONCRETE; ASTM C 173, VOLUMETRIC METHOD, FOR STRUCTURAL LIGHTWEIGHT CONCRETE; ONE TEST FOR EACH COMPOSITE SAMPLE, BUT NOT LESS THAN ONE TEST FOR EACH DAY'S POUR OF EACH CONCRETE MIXTURE.
 - CONCRETE TEMPERATURE: ASTM C 1064; ONE TEST HOURLY WHEN AIR TEMPERATURE IS 40 DEG F AND BELOW AND WHEN 80 DEG F AND ABOVE, AND ONE TEST FOR EACH COMPOSITE SAMPLE.
 - UNIT WEIGHT: ASTM C 567, FRESH UNIT WEIGHT OF STRUCTURAL LIGHTWEIGHT CONCRETE; ONE TEST FOR EACH COMPOSITE SAMPLE, BUT NOT LESS THAN ONE TEST FOR EACH DAY'S POUR OF EACH CONCRETE MIXTURE.
 - COMPRESSION TEST SPECIMENS: ASTM C 31/C 31M.
 - CAST AND LABORATORY CURE TWO SETS OF TWO STANDARD CYLINDER SPECIMENS FOR EACH COMPOSITE SAMPLE.
 - CAST AND FIELD CURE TWO SETS OF TWO STANDARD CYLINDER SPECIMENS FOR EACH COMPOSITE SAMPLE.
 - COMPRESSIVE-STRENGTH TESTS: ASTM C 39/C 39M; TEST ONE SET OF TWO LABORATORY-CURED SPECIMENS AT 7 DAYS AND ONE SET OF TWO SPECIMENS AT 28 DAYS.
 - TEST ONE SET OF TWO FIELD-CURED SPECIMENS AT 7 DAYS AND ONE SET OF TWO SPECIMENS AT 28 DAYS.
 - A COMPRESSIVE-STRENGTH TEST SHALL BE THE AVERAGE COMPRESSIVE STRENGTH FROM A SET OF THREE SPECIMENS OBTAINED FROM SAME COMPOSITE SAMPLE AND TESTED AT AGE INDICATED.
 - WHEN STRENGTH OF FIELD-CURED CYLINDERS IS LESS THAN 85 PERCENT OF COMPANION LABORATORY-CURED CYLINDERS, CONTRACTOR SHALL EVALUATE OPERATIONS AND PROVIDE CORRECTIVE PROCEDURES FOR PROTECTING AND CURING IN-PLACE CONCRETE.
 - STRENGTH OF EACH CONCRETE MIXTURE WILL BE SATISFACTORY IF EVERY AVERAGE OF ANY THREE CONSECUTIVE COMPRESSIVE-STRENGTH TESTS EQUALS OR EXCEEDS SPECIFIED COMPRESSIVE STRENGTH AND NO COMPRESSIVE-STRENGTH TEST VALUE FALLS BELOW SPECIFIED COMPRESSIVE STRENGTH BY MORE THAN 500 PSI.
 - TEST RESULTS SHALL BE REPORTED IN WRITING TO ARCHITECT, CONCRETE MANUFACTURER, AND CONTRACTOR WITHIN 48 HOURS OF TESTING. REPORTS OF COMPRESSIVE-STRENGTH TESTS SHALL CONTAIN PROJECT IDENTIFICATION NUMBER AND DATE OF CONCRETE PLACEMENT, NAME OF CONCRETE TESTING AND INSPECTING AGENCY, LOCATION OF CONCRETE BATCH IN WORK, DESIGN COMPRESSIVE STRENGTH AT 28 DAYS, CONCRETE MIXTURE PROPORTIONS AND MATERIALS, COMPRESSIVE BREAKING STRENGTH, AND TYPE OF BREAK FOR BOTH 7- AND 28-DAY TESTS.
 - EXPANSION AND ISOLATION JOINT FILLER STRIPS:
 - ASTM D 1751, ASPHALT-SATURATED CELLULOSE FIBER
 - STAINING:
 - STAIN NEW CONCRETE IN ORDER TO MATCH EXISTING ADJACENT CONCRETE - VERIFY EXACT COLOR/FINISH IN FIELD.

1 PARTIAL SITE PLAN
1/8" = 1'-0"

2 DETECTABLE WARNING DETAIL
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 - A. REINFORCING BARS: ASTM A 615, GRADE 60, DEFORMED.
 - B. PLAIN-STEEL WIRE: ASTM A 82.
 - C. PLAIN-STEEL WELDED WIRE REINFORCEMENT: ASTM A 185, PLAIN, FABRICATED FROM AS-DRAWN STEEL WIRE INTO FLAT SHEETS.
- ADMIXTURES:**
 - A. AIR-ENTRAINING ADMIXTURE: ASTM C 260
- GRANULAR FILL (WHERE NEEDED):**
 - A. CLEAN MIXTURE OF CRUSHED STONE OR CRUSHED OR UNCRUSHED GRAVEL, ASTM D448, SIZE 57, WITH 100 PERCENT PASSING A 1-1/2" SIEVE AND 0 TO 5 PERCENT PASSING A No. 8 SIEVE.
- STEEL REINFORCEMENT ACCESSORIES:**
 - A. JOINT DOWEL BARS: ASTM A 615, GRADE 60, PLAIN-STEEL BARS, CUT BARS TRUE TO LENGTH WITH ENDS SQUARE AND FREE OF BURRS.
 - B. BAR SUPPORTS: BOLSTERS, CHAIRS, SPACERS, AND OTHER DEVICES FOR SPACING, SUPPORTING, AND FASTENING REINFORCING BARS AND WELDED WIRE REINFORCEMENT IN PLACE. MANUFACTURE BAR SUPPORTS FROM STEEL WIRE, PLASTIC, OR PRECAST CONCRETE ACCORDING TO CRSI'S "MANUAL OF STANDARD PRACTICE" OF GREATER COMPRESSIVE STRENGTH THAN CONCRETE AND AS FOLLOWS:
- 1. FOR CONCRETE SURFACES EXPOSED TO VIEW WHERE LEGS OF WIRE BAR SUPPORTS CONTACT FORMS, USE CRSI CLASS 1 PLASTIC-PROTECTED STEEL WIRE OR CRSI CLASS 2 STAINLESS-STEEL BAR SUPPORTS.**
- 2. EXTERIOR SLABS-ON-GRADE: PROPORTION NORMAL-WEIGHT CONCRETE MIXTURE AS FOLLOWS:**
 - MINIMUM COMPRESSIVE STRENGTH: 4500 PSI AT 28 DAYS.
 - MAXIMUM WATER-CEMENTITIOUS MATERIALS RATIO: 0.44 (AIR-ENTRAINED).
 - SLUMP LIMIT: 5 INCHES +/- 1 INCH.
 - AIR CONTENT: 6 PERCENT, PLUS OR MINUS 1.5 PERCENT AT POINT OF DELIVERY FOR EXPOSED CONCRETE.
- 3. HOT-WEATHER PLACEMENT - COMPLY WITH ACI 305 AND AS FOLLOWS:**
 - MAINTAIN CONCRETE TEMPERATURE BELOW 90 DEG F AT TIME OF PLACEMENT. CHILLED MIXING WATER OR CHOPPED ICE MAY BE USED TO CONTROL TEMPERATURE, PROVIDED WATER EQUIVALENT OF ICE IS CALCULATED TO TOTAL AMOUNT OF MIXING WATER, USING LIQUID NITROGEN TO COOL CONCRETE IS CONTRACTOR'S OPTION.
 - FOG-SPRAY FORMS, STEEL REINFORCEMENT, AND SUBGRADE JUST BEFORE PLACING CONCRETE. KEEP SUBGRADE UNIFORMLY MOIST WITHOUT STANDING WATER, SOFT SPOTS, OR DRY AREAS.
 - BROOM FINISH: APPLY A BROOM FINISH TO EXTERIOR CONCRETE WALKS.
 - IMMEDIATELY AFTER FLOAT FINISHING, SLIGHTLY ROUGHEN TRAFFICKED SURFACE BY BROOMING WITH FIBER-BRISTLE BROOM PERPENDICULAR TO MAIN TRAFFIC ROUTE. COORDINATE REQUIRED FINAL FINISH WITH ARCHITECT BEFORE APPLICATION.
- 4. CURE CONCRETE ACCORDING TO ACI 308.1, BY ONE OR A COMBINATION OF THE FOLLOWING METHODS:**
 - MOISTURE CURING: KEEP SURFACES CONTINUOUSLY MOIST FOR NOT LESS THAN SEVEN DAYS WITH THE FOLLOWING MATERIALS:
 - WATER.
 - CONTINUOUS WATER-FOG SPRAY.
 - ABSORPTIVE COVER, WATER SATURATED, AND KEPT CONTINUOUSLY WET. COVER CONCRETE SURFACES AND EDGES WITH 12-INCH LAP OVER ADJACENT ABSORPTIVE COVERS.
- 5. CONCRETE TESTS: TESTING OF COMPOSITE SAMPLES OF FRESH CONCRETE OBTAINED ACCORDING TO ASTM C 172 SHALL BE PERFORMED ACCORDING TO THE FOLLOWING REQUIREMENTS:**
 - SLUMP: ASTM C 143; ONE TEST AT POINT OF PLACEMENT FOR EACH COMPOSITE SAMPLE, BUT NOT LESS THAN ONE TEST FOR EACH DAY'S POUR OF EACH CONCRETE MIXTURE. PERFORM ADDITIONAL TESTS WHEN CONCRETE CONSISTENCY APPEARS TO CHANGE.
 - AIR CONTENT: ASTM C 231, PRESSURE METHOD, FOR NORMAL-WEIGHT CONCRETE; ASTM C 173, VOLUMETRIC METHOD, FOR STRUCTURAL LIGHTWEIGHT CONCRETE; ONE TEST FOR EACH COMPOSITE SAMPLE, BUT NOT LESS THAN ONE TEST FOR EACH DAY'S POUR OF EACH CONCRETE MIXTURE.
 - CONCRETE TEMPERATURE: ASTM C 1064; ONE TEST HOURLY WHEN AIR TEMPERATURE IS 40 DEG F AND BELOW AND WHEN 80 DEG F AND ABOVE, AND ONE TEST FOR EACH COMPOSITE SAMPLE.
 - UNIT WEIGHT: ASTM C 567, FRESH UNIT WEIGHT OF STRUCTURAL LIGHTWEIGHT CONCRETE; ONE TEST FOR EACH COMPOSITE SAMPLE, BUT NOT LESS THAN ONE TEST FOR EACH DAY'S POUR OF EACH CONCRETE MIXTURE.
 - COMPRESSION TEST SPECIMENS: ASTM C 31/C 31M.
 - CAST AND LABORATORY CURE TWO SETS OF TWO STANDARD CYLINDER SPECIMENS FOR EACH COMPOSITE SAMPLE.
 - CAST AND FIELD CURE TWO SETS OF TWO STANDARD CYLINDER SPECIMENS FOR EACH COMPOSITE SAMPLE.
 - COMPRESSIVE-STRENGTH TESTS: ASTM C 39/C 39M; TEST ONE SET OF TWO LABORATORY-CURED SPECIMENS AT 7 DAYS AND ONE SET OF TWO SPECIMENS AT 28 DAYS.
 - TEST ONE SET OF TWO FIELD-CURED SPECIMENS AT 7 DAYS AND ONE SET OF TWO SPECIMENS AT 28 DAYS.
 - A COMPRESSIVE-STRENGTH TEST SHALL BE THE AVERAGE COMPRESSIVE STRENGTH FROM A SET OF THREE SPECIMENS OBTAINED FROM SAME COMPOSITE SAMPLE AND TESTED AT AGE INDICATED.
 - WHEN STRENGTH OF FIELD-CURED CYLINDERS IS LESS THAN 85 PERCENT OF COMPANION LABORATORY-CURED CYLINDERS, CONTRACTOR SHALL EVALUATE OPERATIONS AND PROVIDE CORRECTIVE PROCEDURES FOR PROTECTING AND CURING IN-PLACE CONCRETE.
 - STRENGTH OF EACH CONCRETE MIXTURE WILL BE SATISFACTORY IF EVERY AVERAGE OF ANY THREE CONSECUTIVE COMPRESSIVE-STRENGTH TESTS EQUALS OR EXCEEDS SPECIFIED COMPRESSIVE STRENGTH AND NO COMPRESSIVE-STRENGTH TEST VALUE FALLS BELOW SPECIFIED COMPRESSIVE STRENGTH BY MORE THAN 500 PSI.
 - TEST RESULTS SHALL BE REPORTED IN WRITING TO ARCHITECT, CONCRETE MANUFACTURER, AND CONTRACTOR WITHIN 48 HOURS OF TESTING. REPORTS OF COMPRESSIVE-STRENGTH TESTS SHALL CONTAIN PROJECT IDENTIFICATION NUMBER AND DATE OF CONCRETE PLACEMENT, NAME OF CONCRETE TESTING AND INSPECTING AGENCY, LOCATION OF CONCRETE BATCH IN WORK, DESIGN COMPRESSIVE STRENGTH AT 28 DAYS, CONCRETE MIXTURE PROPORTIONS AND MATERIALS, COMPRESSIVE BREAKING STRENGTH, AND TYPE OF BREAK FOR BOTH 7- AND 28-DAY TESTS.
 - EXPANSION AND ISOLATION JOINT FILLER STRIPS:
 - ASTM D 1751, ASPHALT-SATURATED CELLULOSE FIBER
 - STAINING:
 - STAIN NEW CONCRETE IN ORDER TO MATCH EXISTING ADJACENT CONCRETE - VERIFY EXACT COLOR/FINISH IN FIELD.

1 PARTIAL SITE PLAN
1/8" = 1'-0"

2 DETECTABLE WARNING DETAIL
3/4" = 1'-0"

3 TYP EXPANSION JOINT DETAIL
1 1/2" = 1'-0"

4 PLANER DETAIL
3/4" = 1'-0"

5 DETAIL
1 1/2" = 1'-0"

6 DETECTABLE WARNING DETAIL
3/4" = 1'-0"

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