

SIDEWALKS 1928

South Sixth Street
Gregory Drive

James M. White
Supervising Architect
University of Illinois



THE GENERAL CONDITIONS OF THE CONTRACT

1. Principles and Definitions

(a) The Contract Documents consist of the Agreement, the General Conditions of the Contract, and the INSTRUCTIONS TO BIDDERS, including all modifications thereof incorporated in the documents before their execution. These form the Contract.

(b) Where the word "Owner" occurs in this specification it shall mean the Board of Trustees of the University of Illinois.

(c) Where the word "Supervising Architect" occurs, it shall mean James M. White, Supervising Architect of the University of Illinois. The Supervising Architect, or his authorized representative, shall be responsible for the work. He has the right to inspect the work at any time and to make such tests as may be necessary to insure the quality of the work. He shall, within a reasonable time, make decisions on all claims of the contractor and on all other matters relating to the execution of the Contract. **Proposals shall be made on the form which will be furnished the bidder later. They shall not contain any recapitulation of work to be done.**

No oral, telegraphic or telephonic proposals or modifications will be considered.

Proposals shall be addressed to the Board of Trustees, University of Illinois, marked "Proposals for Sidewalks for the University," and be delivered in sealed envelopes to the Supervising Architect, 256 Administration Building, University of Illinois, Urbana, Illinois, on or before _____

_____ and they shall at that hour be publicly opened.

(f) The term Sub-Contractor as employed herein, includes only those having a direct contract with the Contractor. **Sets of plans will be on file for the inspection of sub-contractors and material men at the Office of the Supervising Architect of the University.**

(g) The term "approval" or "direction" shall mean the written approval or direction of the Supervising Architect signed by him or his authorized representative. Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm, or to an officer of the corporation for whom it is intended, or the authorized representative on the job, or if delivered at once by registered mail to the last business address known to him who gives the notice.

(h) The term "work" of the Contractor or Sub-Contractor includes labor or materials or both.

(i) All time limits stated in the Contract Documents are of the essence of the contract.

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(a) The Contract Documents consist of the Agreement, the General Conditions of the Contract, the Drawings and Specifications, including all modifications thereof incorporated in the documents before their execution. These form the Contract.

(b) Where the word "Owner" occurs in this specification it shall mean the Board of Trustees of the University of Illinois.

(c) Where the word "Supervising Architect" occurs, it shall mean James M. White, Supervising Architect of the University of Illinois. The Supervising Architect, or his authorized representative, shall have general supervision of the work. He has the authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the contract. He shall be the interpreter of the conditions of the contract and the judge of its performance. He shall, within a reasonable time, make decisions on all claims of the contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents.

Decisions in matters relating to artistic effects shall be made by the Supervising Architect and shall be final within the terms of the Contract Documents.

(d) If there be an Associate or Consulting Architect, the Specifications may assign special responsibilities to him, but the Contractor's dealings with him shall be through the Supervising Architect.

(e) The term "Contractor" as employed herein shall mean a party with whom the owner has contracted in writing to do portions of the work included in these specifications. Where necessary to distinguish between various contractors, the terms General Contractor, Plumbing Contractor, etc., will be used.

(f) The term Sub-Contractor as employed herein, includes only those having a direct contract with the Contractor and it includes one who furnishes material worked to a special design according to the plans or specifications of this work, but does not include one who merely furnishes material not so worked.

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(h) The term "work" of the Contractor or Sub-Contractor includes labor or materials or both.

(i) All time limits stated in the Contract Documents are of the essence of or the contract.

2. Bid for Work

The bidder shall submit his proposal on the form furnished him and no other form of proposal will be considered.

The proposal shall be completely filled out and signed with the full name and business address of the bidder.

If the bidder be a co-partner it shall be signed in the co-partnership name by a firm member, and if a corporation in the corporate name by a duly authorized officer and the corporate seal attached.

The bid shall be accompanied by a certified check in the sum of three percent (3%) of the amount of the bid. It shall be drawn upon a banking institution in good standing doing business in the State of Illinois, and shall be made payable to the order of the Board of Trustees of the University of Illinois. The checks of the lowest three bidders on each contract will be retained until the contract is executed and the bond filed, but the checks of the remaining bidders will be returned within five days after the award is made.

The Owner reserves the right to reject any or all bids.

The competency and responsibility of the bidder will be considered in awarding the contract, and should the bidder be unknown to the Owner or the Supervising Architect or should his competency or responsibility be questioned, he shall, on request, file with the Owner proper references for investigation and the Owner reserves the right to make such investigations to assure himself that the bidder is qualified to undertake the performance of the work.

3. Contract Documents and Bond

Within ten days after receiving written notice of the acceptance of his proposal the bidder shall enter into a contract with the Owner and within ten days after the execution of the contract he shall furnish a good and sufficient surety company bond in the full amount of the contract, guaranteeing the faithful performance of the contract in accordance with the terms thereof and including also provision insuring the protection of sub-contractors, material men, mechanics, workmen, or other persons furnishing material or labor to the same extent as tho they were parties to the bond and agreement. The bond shall remain in force during thirty days after the acceptance of the entire work, and for such future purposes as may be required to cover fully all guarantees required in the specification.

The form of the bond and the surety thereon shall be subject to the approval of the Owner. The obligation of the surety shall be as hereinafter stated and, omitting formal and preliminary matters, the bond shall be substantially in the following form:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the Principal shall well and truly perform all the agreements and stipulations in said contract specified and shall pay all damages, by whomsoever sustained, by reason of failure or default on the part of said Principal to perform according to

the said contract, then this obligation shall be void; otherwise to be and remain in full force and effect. The obligation of the surety hereunder shall be reasonably construed to effectuate the intent and purpose of the parties and as herein stated in Rider (b).

(a) RIDER

This bond shall be effective and in force for one year from the date of completion of the contract as a guarantee for the replacement of work and material which may prove defective during that time unless a maintenance bond for five percent of the amount of the contract shall be substituted therefor, as provided in paragraph 3 of the General Conditions, or unless otherwise provided herein.

(b) RIDER

It is understood and agreed that this bond shall protect the rights of subcontractors, material men, and workmen to the same extent as though they were parties to the contract and to the bond.

Should the bidder fail to fulfill the provisions of this paragraph before the stipulated time he shall forfeit to the Owner, without formality, the certified check deposited with the bid. Before the above bond is released the Contractor shall furnish a maintenance bond for five percent (5%) of his contract, guaranteeing the replacement of work and material which may prove defective during the term of the bond; this bond to be in force for a period of one year for all branches of the work except Roofing, which shall be for the period of years called for in the specifications for Roofing.

The Contract Documents shall be signed in duplicate by the Owner and Contractor. In case of failure to sign the General Conditions, Drawings, or Specifications the Supervising Architect shall identify them.

The Contract Documents are complementary and what is called for by any one shall be as binding as if called for by all. The intention of the documents is to include all labor and materials reasonably necessary for the proper execution of the work. It is not intended, however, that materials or work not covered by or properly inferable from the specifications, shall be supplied unless distinctly so noted on the drawings. Materials or work, described in words which so applied have a well known technical or trade meaning, shall be held to refer to such recognized standards.

4. Detail Drawings and Instructions

The Supervising Architect shall furnish with reasonable promptness, additional instructions by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the Contract Documents, true developments thereof, and reasonably inferable therefrom. The work shall be executed in conformity therewith and the Contractor shall do no work without proper drawings and instructions. In giving such additional instructions and details, the Supervising Architect shall have authority to

make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the building.

The Contractor shall exercise reasonable diligence in securing the drawings and other information that he may require to properly execute the work and if such information is not provided, he shall from time to time at frequent intervals make written requests to the Supervising Architect for such drawings or information, as he will not be allowed any extension of time or be released from his contract obligations thereon, unless he can show conclusively that he has employed proper diligence in attempting to secure such drawings or information.

The Contractor and Supervising Architect if either so requests shall jointly prepare a schedule subject to change from time to time in accordance with the progress of the work, fixing the dates at which the various detail drawings will be required and the Supervising Architect shall furnish them in accordance with that schedule.

5. Drawings and Specifications

Drawings shall be accurately followed but preference shall be given to figured dimensions over scaled dimensions and large scale details over small scale drawings.

The bidder shall check the drawings furnished him with the accompanying index, and drawings that are listed in the index, but not furnished the bidder, will be available for his inspection in the office of the Supervising Architect.

Any discrepancies or ambiguities in the drawings and specifications discovered before the bid is submitted shall be immediately reported to the Supervising Architect for his decision.

The Supervising Architect will supply the General Contractor with a reasonable number of sets of drawings and specifications but should he require additional sets, they shall be furnished him at once at cost.

The drawings and specifications are the property of the Supervising Architect. They are not to be used on other work and with the exception of the Contract copy are to be returned to him on request at the completion of the work. The Contractor shall keep one copy of all drawings and specifications on the work in good order available to the Supervising Architect and to his representatives.

6. Visiting Site

The bidder shall visit the site of the proposed building in order that he may fully understand the facilities, difficulties, and restrictions attending the execution of the contract and will be allowed no additional compensation for his failure to inform himself thoroly regarding all matters involved in the performance of the work.

7. Shop Drawings

The Contractor shall submit to the Supervising Architect with such promptness as to cause no delay in his own work or in that of any other contractor, three copies of all shop or setting drawings and schedules required for the work of the various trades and the Supervising Architect shall pass upon them with reasonable promptness. The Contractor shall have made any corrections required by the Supervising Architect and then furnish him with five copies of the corrected print. Additional prints shall be furnished as required for contractors furnishing other portions of the work.

All shop drawings shall be properly identified with sheet number and title, name of building owner, contractor, and architect and shall contain all necessary information.

The Supervising Architect's approval of such drawings or schedules shall not relieve the Contractor from responsibility for deviations from drawings or specifications unless he has in writing called the Supervising Architect's attention to such deviations at the time of submission.

The Supervising Architect's approval will be for the general scheme only and will not include the checking of dimensions nor will it relieve the Contractor from responsibility for errors of any sort in shop drawings or schedules.

No shop drawings shall be used for installing work at the building except those bearing the approval of the Supervising Architect.

8. Samples

Where samples are required as hereinafter specified, they shall be submitted in duplicate by the Contractor to the Supervising Architect for approval accompanied by a letter of identification and containing also the name of building, date, and any other information necessary. All samples shall be properly labeled and they must be submitted in time to allow ample opportunity for investigation and inspection.

9. Schedules

At the time the Contractor shall file his contract and bond, he shall file with the Supervising Architect an accurate schedule showing the total quantities in each branch of his work, with the proportionate amount of his total contract chargeable to each, his profit and overhead charges being proportionately distributed among the branches, except insurance and bond charges, which shall appear separately.

He shall also if requested by the Supervising Architect file an accurate progress schedule showing the proposed time of starting and completion of each branch of work.

He shall, as soon as practicable after the signing of the contract, file a schedule giving the names of the sub-contractors proposed for the principal parts of the work and for such others as the Supervising Architect may direct, together

with the amounts of such sub-contracts, and shall not employ any that the Supervising Architect may within a reasonable time object to as incompetent or unfit.

10. Contractor's Duty

The Contractor shall lay out all work, assume all responsibility for errors, and shall give the work his personal supervision both at the site and where it is in the course of preparation. He shall provide all tools, machinery, staging, false work, and other equipment necessary for the proper and safe execution of the work, and at completion, or when directed by the Supervising Architect, he shall remove all such equipment from the premises.

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Contractor shall keep on his work during its progress a competent Superintendent and any necessary foremen, all satisfactory to the Supervising Architect. The Superintendent shall not be changed except with the consent of the Supervising Architect, unless he proves unsatisfactory to the Contractor and ceases to be in his employ. The Superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor. Important directions shall be confirmed in writing to the Contractor. Other directions shall be so confirmed on written request in each case.

The Contractor shall not employ on the work any unfit person or anyone not skilled in the work assigned to him and shall promptly discharge (and shall not reemploy) any workman or other employee that the Supervising Architect may consider careless, incompetent, or otherwise objectionable.

11. Materials

The Supervising Architect will notify the Contractor of defective or rejected work on discovery but failure to detect omission from or violation of the Contract shall not act as a waiver of the Owner's rights.

Where specific brands are called for, it is for the purpose of establishing a standard and bidders may at their option submit other brands or makes that are equal in quality for approval. Should the Contractor elect to substitute other materials for those specified, all tests and other expenses involved in investigating the substitute shall be at the Contractor's expense.

Materials delivered on the premises and intended as part of the work shall be considered the property of the Owner and shall not be removed without his consent, but the Contractor shall remove all surplus material at completion.

12. Inspection of Work

The Owner, the Supervising Architect, and their representatives shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and inspection.

If the specifications, the Supervising Architect's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the Supervising Architect timely notice of its readiness for inspection.

Inspections by the Supervising Architect shall be promptly made. If any such work should be covered up without approval or consent of the Supervising Architect, it must, if required by him, be uncovered for examination at the Contractor's expense.

13. Correction of Work

The Contractor shall promptly remove from the premises all materials condemned by the Supervising Architect as failing to conform to the Contract, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

If the Contractor does not remove such condemned work and materials within a reasonable time, fixed by written notice, the Owner may remove them and may store the material at the expense of the Contractor. If the Contractor does not pay the expense of such removal within five days thereafter, the Owner may, upon ten days' written notice, sell such materials at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

Deductions for Uncorrected Work

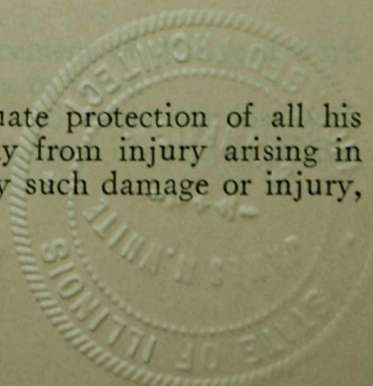
If the Supervising Architect and Owner deem it inexpedient to correct work injured or done not in accordance with the Contract, the difference in value together with a fair allowance for damage shall be deducted.

14. Correction of Work after Final Payment

Neither a payment on account of, nor any provision of the Contract Documents, nor the final certificate shall relieve the Contractor of responsibility for faulty materials or workmanship and he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from date of final completion, except in the case of Roofing. The Owner shall give notice of observed defects with reasonable promptness. All questions arising under this article shall be decided by the Supervising Architect or by arbitration.

15. Protection of Work and Property

The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the Owner's property from injury arising in connection with this contract. He shall make good any such damage or injury,



except such as may be directly due to errors in the Contract Documents.

16. Working Space

The Contractor shall confine all his working operations within the area shown on the plot plan of the General Drawings. He shall not pile any material outside this area except by special permission of the Supervising Architect. The Owner will provide a substantial wire fence enclosing this area but the Contractor shall keep it in good repair at all times.

17. Power and Water

The Contractor will be required to operate any boilers that he may use, so as to avoid a nuisance from smoke, by the use of coke handled by a skilled fireman.

Alternating current for power may be obtained from the University at \$.04 per K.W.H.

Water for building purposes will be furnished by the Owner free of charge. Power connection at fused safety switch and valved water connection of size noted will be furnished by the Owner at the point indicated on plot plan. Any additional connections or extensions for power or water must be made at the Contractor's expense. The Contractor shall be responsible for any damage due to carelessness in the use of power or water.

18. Liability Insurance

The Contractor shall take out and maintain such insurance as will adequately protect himself, the Owner, and the Supervising Architect from all liability for injury or death to employees or other persons, under the Illinois Workmen's Compensation Act, and from the claims of damages for persons injured or for death arising directly or indirectly from operations conducted under this contract, and in signing the contract the Contractor assumes all liability for his failure to maintain such insurance.

19. Fire and Tornado Insurance

The Owner shall effect and maintain fire and tornado insurance for the protection of the Contractor and itself upon the work covered by certificates of payment issued and to the full amount of said certificates. The loss, if any, is to be made adjustable with and payable to the Owner as Trustee for whom it may concern.

If, after loss, no special agreement is made, replacement of damaged work shall be ordered and executed as provided for in "Changes in Work."

The Owner as Trustee shall have power to adjust and settle any loss with the insurers unless one of the contractors interested shall object in writing within five working days of the occurrence of loss.

20. Changes in Work

The Owner, without invalidating the Contract, may make changes by altering, adding to, or deducting from the work, the contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

The Contractor shall not do any work which is not called for by the plans and specifications except on receipt of written authorization from the Supervising Architect and no claim for an addition to the contract sum shall be valid unless so ordered.

The value of any such change shall be determined in one or more of the following ways:

- (a) By estimate and acceptance in a lump sum.
- (b) By unit prices named in the contract or subsequently agreed upon.
- (c) By actual material and labor cost to the Contractor, plus an allowance of ten percent of material cost and fifteen percent of labor cost as Contractor's overhead expense and profit.
- (d) If none of the above methods can be agreed upon, the Contractor, provided he receive an order as above, shall proceed with the work, no appeal to arbitration being allowed from such order to proceed. In this case the determination of the amount of extra shall be determined by arbitration.

In cases (c) and (d) the Contractor shall keep and present in such form as the Supervising Architect may direct, a correct account of the net cost of labor and materials, together with vouchers.

21. Claims for Extras

If the Contractor claims that any instructions, by drawings or otherwise, involve extra cost under this contract, he shall give the Supervising Architect written notice thereof before proceeding to execute the work and, in any event, said notice shall be given within two weeks after receiving such instructions, and the procedure then shall be as provided under the article on "Changes in Work."

Applications for Payments

Certificates of payment, if requested by the Contractor, will be issued monthly during the period allowed by the Contract for the completion of the work or as extended in accordance with provisions under the article on "Delays."

The Contractor shall submit his applications for payment monthly to the Supervising Architect and, if requested, he shall submit receipts or other vouchers showing his payments for materials and labor, including payments to sub-contractors.

This application shall be submitted on the form furnished him by the Supervising Architect and no other form shall be recognized. He shall fill it out com-

pletely itemized in such form as the Supervising Architect may direct, and showing the percentage of each branch of work completed at that date, all based on the schedule submitted by him at the commencement of work.

This application when approved by the Supervising Architect shall be used as a basis for certificates of payment, unless it be found in error.

22. Certificates and Payments

If the Contractor has made application as above, the Supervising Architect shall, within reasonable time, issue to the Contractor a certificate for such amount as he has decided to be properly due.

The amount of such certificate shall be based on 85% of the value of cut stone and structural steel properly stored at the site, and 85% of the value of all materials and labor properly incorporated into the building, less the sum of the amounts previously paid. Upon substantial completion of the entire work a certificate shall be issued in a sum which will increase the total payments to 90% of the contract price. The retained balance will be paid on the final certificate.

No certificate issued nor payment made to the Contractor, nor partial or entire use or occupancy of the work by the Owner shall be an acceptance of any work or materials not in accordance with this Contract. The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner otherwise than under the articles on "Correction of Work After Final Payment," or under requirements of the specifications, and of all claims by the Contractor except those previously made and still unsettled.

23. Payments Withheld

The Supervising Architect may, on account of subsequently discovered evidence, withhold or nullify the whole or a part of any certificate for payment to such extent as may be necessary to protect the Owner from loss on account of:

- (a) Defective work not remedied.
- (b) Claims filed or reasonable evidence indicating probable filing of claims.
- (c) Damage to another Contractor.

When all the above grounds are removed, certificates shall at once be issued for the amounts withheld because of them.

24. Laws and Ordinances

The Contractor shall comply with all State laws that govern or otherwise relate to this work.

He shall send out notices, procure and pay for all permits and certificates, provide temporary protection, and fulfil all legal obligations imposed by the State on the Owner and himself in connection with the execution of this contract.

Attention is called to the act of the State Legislature limiting the hours of daily service of laborers and mechanics employed on State work to eight (8) hours in any one calendar day.

25. Royalties and Patents

The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

26. Use of Premises

The Contractor shall not unnecessarily encumber the premises with his materials or place them in such a way as to interfere in any way with the work of others engaged on the premises.

The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.

Workmen will not be permitted to smoke or light fires in or about the premises. No signs nor advertisements will be allowed on the premises.

27. Cleaning Up

The Contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by his employees or work and at the completion of the work he shall remove all rubbish from and about the building and all his tools, scaffolding, and surplus materials and shall leave his work broom clean unless more exactly specified. In case of dispute, the Owner may remove the rubbish and charge the cost to the several contractors as the Supervising Architect shall determine to be just.

28. Cutting, Patching, and Digging

The Contractor shall do all cutting, fitting, or patching of his work that may be required, to make its several parts come together properly and fit it to receive or be received by the work of other contractors shown upon or reasonably implied by the drawings and Specifications for the completed structure and he shall make good after them as the Supervising Architect may direct.

Any cost caused by defective or ill-timed work shall be borne by the party responsible therefor.

The Contractor shall not endanger any work by cutting, digging, or otherwise, and shall not cut or alter the work of any other contractor, save with the consent of the Supervising Architect.

29. Delays

If the Contractor be delayed in the completion of the work by any act or neglect of the owner or of the Supervising Architect or of any employee of either, or by any other contractor employed by the Owner, or by changes ordered

in the work, or by strikes, lockouts, fire, unusual delay by common carriers, unavoidable casualties, or any causes beyond the Contractor's control, or by delay authorized by the Supervising Architect pending arbitration, or by any cause which the Supervising Architect shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Supervising Architect may decide.

No such extension shall be made for delay commencing more than thirty days before claim therefor is made in writing to the Supervising Architect. In the case of continuing cause of delay, only one claim is necessary.

Bad weather conditions shall not be considered a proper cause for extension of time unless the records of the local weather bureau shall show that during the period stated the weather was less suitable for building operations than might reasonably have been expected by the contractor at the time of making his bid, nor shall the delays of his own sub-contractors allow the Contractor to claim extension of time excepting for one of the causes named above.

If no schedule of detail drawings is made as under Article 4, no claim for delay shall be allowed on account of failure to furnish drawings until two weeks after demand for such drawings and not then unless such claim be reasonable.

30. Owner Right to do Work

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this contract, the Owner after three days' written notice to the Contractor may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to the Contractor; provided, however, that the Supervising Architect shall approve both such action and the amount charged to the Contractor.

If the Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper materials, or persistently disregard laws, ordinances, or the instructions of the Supervising Architect or otherwise be guilty of a substantial violation of any provision of the Contract, the Owner, upon the certificate of the Supervising Architect that sufficient cause exists to justify such action, may, without prejudice to any right or remedy and after giving seven days' written notice to the Contractor, take possession of the premises and of all materials, tools, and appliances thereon, and finish the work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner as herein provided and the damage incurred through the Contractor's default shall be certified by the Supervising Architect.

31. Damages

If either party to this contract should suffer damage in any manner because of any wrongful act or neglect of the other party or of any one employed by him, then he shall be reimbursed by the other party for such damage.

Claims under this clause shall be made in writing to the party liable within a reasonable time of the first observance of such damage and not later than the time of final payment except in the case of claims under Article 14 and shall be adjusted by agreement or arbitration.

32. Mutual Responsibility of Contractors

Should the Contractor cause damage to any other contractor on the work, the Contractor agrees, upon due notice, to settle with such contractor by agreement or arbitration, if he will so settle.

If such other Contractor sues the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor who shall defend such proceedings for him, and if any judgment against the Owner arise therefrom, the Contractor shall pay or satisfy it and pay all costs incurred by the Owner.

33. Separate Contracts

The Owner reserves the right to let other contracts in connection with this work. Each Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate his work with theirs.

If any part of the Contractor's work depends for proper execution or results upon the work of any other contractor, the Contractor shall inspect and promptly report to the Supervising Architect any defects in such work that render it unsuitable for such proper execution and results. His failure so to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the other contractor's work after the execution of his work.

To insure the proper execution of his subsequent work, the Contractor shall measure work already in place and shall at once report to the Supervising Architect any discrepancy between the executed work and the drawings.

34. Assignment

Neither party to the Contract shall assign the contract without the written consent of the other, nor shall the Contractor assign any moneys due or to become due to him hereunder without the previous written consent of the Owner.

35. Sub-contracts

The Contractor agrees that he is as fully responsible to the Owner for the acts and omissions of his sub-contractors and of other persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

Nothing contained in the contract documents shall create any contractual relation between any sub-contractor and the Owner, nor create any obligation on

the part of the Owner to pay or to see to the payment of any sums to any sub-contractors.

36. Arbitration

Except in the matter of artistic effects, all questions in dispute under this contract may be submitted to arbitration at the choice of either party to the dispute.

If the Supervising Architect fails to make a decision within a reasonable time, an appeal to arbitration may be taken as if his decision had been rendered against the party appealing. In the case of an appeal from his decision, the demand for arbitration shall be filed in writing with the Supervising Architect within ten days of receipt of such decision; and, in any other case, within a reasonable time after cause thereof, but in no case later than the time of final payment except as to questions arising under Article 14.

The Contractor agrees to push the work vigorously during arbitration proceedings.

The procedure shall conform to the laws of the State of Illinois, and no one shall be nominated to act as an arbitrator who is in any way financially interested in this contract or in the business affairs of either the Owner, the Contractor, or the Supervising Architect.

Should the party demanding arbitration fail to name an arbitrator within ten days of demand, his right to arbitration shall lapse.

SIDWALKS

MOUTH SIDE OF 12' - 12' 6" WALK TO CROSSING
GREGORY DRIVE - 12' 6" WALK TO CROSSING
MATHews AVENUE

37. LABOR:

The contractor shall furnish all labor and material required to complete all work in connection with sidewalks as called for by the drawings and these specifications.

38. General Conditions:

The "General Conditions", pages 4a to 4n, inclusive, apply to all contracts and form a part of and are included with these specifications for sidewalks.

39. SCOPE OF THE WORK:

The work under this contract shall include all excavation, removal of existing walks and crossing at Mathews Avenue, all fill, removal of surplus earth from excavation and broken concrete from walks removed.

The work under this contract shall also include all labor and materials for forms, concrete work, reinforcing steel, and protection plates, oak plank guards, etc., all as required by the drawings and these specifications for walks extending from south walk at Armory Avenue to north walk at Gregory Drive on east side of Sixth Street and from 12' east of west walk on Mathews Avenue to curb at Lincoln Avenue on south side of Ohio Street, all as shown on plans and as herein specified.

40. LINES AND LEVELS:

The Supervising Architect will furnish line stakes and grade stakes for walks. These stakes shall be carefully protected and accurately followed.

Profiles are shown on plans. Where no profiles are shown walks will practically follow the natural grade.

41. EXCAVATION:

This contractor will do all excavating and back filling, and place all fill wherever required for walks.

Surplus earth from south Sixth walk will be wasted as directed within 150 feet of walk.

Surplus earth from Gregory Drive walk will be used in east section of walk to bank against walk. Broken concrete from catwalks and crossing to be hauled to dump on west first street.

In forestry section, loose dirt to be removed and replaced with cinders where necessary.

Fill, where required under walks shall be clay, gravel or cinders and shall be placed in thin layers and thoroughly tamped or rolled in place. Top of sub-grade to be shaped to profile of bottom of concrete walk, allowing 4" for cinder bed.

42. CONCRETE SIDEWALK:

Furnish and place on top of shaped sub-grade a bed of clean crushed cinders averaging 4" thick when tamped, same to be well wet before concrete is placed.

Walks will be of two course type. Base to be composed of one part Portland Cement to six parts aggregate by volume. Thickness as shown on plans allowing 1" for top. Exact proportions of fine and coarse aggregates to be determined on the job. Top to be composed of one part Portland Cement to two parts coarse clean sand by volume and to be 1" thick. If necessary, sand for top course shall be graded to produce a smooth working mortar. Base and top to be placed as consecutively as practicable or as directed. Coarse aggregate to be clean gravel graded from 1/4" to 1" and free from silt or pyrite nodules. Any standard Portland Cement fulfilling the requirements of the latest standard specifications of the American Society for Testing Materials and the United States Government, and of brand acceptable to the Supervising Architect will be acceptable, except for Library Service

crossing on the Sixth Street walk where "Lumnite" cement must be used for slab. See Article 46. In all cases except as mentioned above, it will not be satisfactory to change brands of cement in any one section of walk. Both fine and coarse aggregate to be accurately measured for each batch in boxes of known volume or in calibrated wheel-barrows. "Shovel measure" will not be permitted.

Concrete shall be mixed in a mechanical batch mixer for $1\frac{1}{2}$ minutes after all aggregates are in the mixer, using the minimum amount of water to obtain a workable mix. Thickness of concrete as shown on profiles.

43. STEEL REINFORCEMENT:

Wherever walks cross or are built over drainage, steam, water or conduit lines, or over fill, there shall be imbedded in the concrete - 2 inches from the bottom of the slab, expanded metal or electric welded road mesh reinforcement weighing not less than 0.44# per sq. ft.

Road mesh as called for above will be required in road and service crossings as shown on plans, as well as over service lines as directed.

This contractor will include 1,000 sq. ft. of mesh in addition to that required for service drives as a part of this contract. Any additional amount required will be furnished and installed at an additional cost per square foot as stated by this contractor in his proposal.

In determining the exact amount of this extra reinforcement used, an allowance of two inches will be made for laps.

The Supervising Architect will designate where this mesh is to go and it must be measured before it is covered up.

44. EXPANSION JOINTS:

Expansion joints $1/2"$ x 6" shall be used across the walk at intervals of about 30 ft., also next to all crossings, steps, walk intersections and platforms, and as indicated.

Expansion joints shall be set straight and flush with top of walk.

Joints shall be or be equal as approved by the Supervising Architect to Carey's Elastite.

45. FINISH:

All walks after being screeded to give the required grade and sections to top shall be finished with belt then floated to uniform surface with a wooden float. After floating the walk shall be cut into blocks whose length is approximately the same as the width of the walk 6'. Joints shall be cut entirely through the slab. Joints shall be cut straight and neatly finished with jointer. Jointer shall also be used along sides of walk. Joints in slabs adjacent to trees shall be filled with sand. After jointing, again, finish entire slab with wooden float removing the smooth surfaces left by the jointer and leaving the walk with a neat, uniform float finish free from dips, hollows, rough spots and other irregularities.

Special care must be taken that top surface be true and joints straight and clean. Workmanship must be first class.

46. ROAD AND SERVICE CROSSINGS AND DRIVES:

Walks crossing roads and drives shall have a concrete base of a uniform thickness of 6" and reinforced with mesh as hereinbefore specified under reinforcement. All the above to have 1" top course in addition to base, same as specified for walks.

Slab for Library service crossing at Sixth Street shall be 7" thick in one course using "Lumnite" cement in proportion of 1-1 $\frac{1}{2}$ -3 reinforced as specified, complete with concealed center joint and rods as shown. Special care must be used in mixing and curing this slab to follow manufacturer's directions. This slab to have a belted finish. Use cinders under slab if needed.

Build in expansion joint on each end of crossings as called for in Article 44.

47. END PROTECTION PLATES AND OAK PLANK GUARDS:

Contractor shall furnish and install on

both sides of walks at road intersections and service drives as shown standard steel end protection plates and 2" x 10" oak plank as shown on plans. Plank to be securely staked in place with oak stakes and 20d nails driven into plank on inside to bond to concrete.

48. PROTECTION AND CURING:

This contractor will provide and maintain suitable barricades with red lanterns to prevent possible injury to the public and for protection of walks.

After concrete is set, the walk shall be covered with burlap and same kept wet for a period of five days or walk may be sprinkled so as to keep it wet continuously for a period of five days to promote proper curing of concrete. Calcium chloride may be used in Lumnite slab.

49. FINAL:

At completion of this contract contractor is to remove all debris, form lumber, and excess material and earth, leaving grounds, as regards sidewalk construction, in perfect condition.

50. GUARANTEE:

All work included in this contract shall be guaranteed as called for in Article 3 of General Conditions.