

AN ORDINANCE PROVIDING FOR THE GLOVER AVENUE
SANITARY SEWER LOCAL IMPROVEMENT NO. 204

WHEREAS, The Board of Local Improvements of the City of Urbana, Illinois, has recommended, in writing, to the City Council of the City of Urbana, Illinois, the construction of the Local Improvement to be known as the Glover Avenue Sanitary Sewer Local Improvement No. 204, and

WHEREAS, the City Council has determined that said improvement is a necessary improvement and will benefit the property to be affected thereby, and will not require that private property be taken or damaged in the construction thereof:

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS:

SECTION 1. That the area described as follows:

Beginning at the intersection of the east line of Glover Avenue with the center line of Oregon Street and extending thence west to the center line of the alley extending north and south half way between the west line of Glover Avenue and the east line of Poplar Street, and thence north along the center line of said alley to the center line of the alley extending east and west and immediately adjacent to Lots Six (6) and Twenty Seven (27) of Busey and Dunlap's Addition to the City of Urbana, Illinois, and extending thence east along the center line of said alley and across said Glover Avenue to the east line thereof, and thence south along the east line of said Glover Avenue to the point of beginning, all in the City of Urbana, Illinois,

be, and the same is hereby declared to be a drainage district which shall be improved by the construction of a sanitary sewer of the diameter and in the location as follows:

Beginning at a point on the center line of Glover Avenue 39 feet north of the south property line of Main Street, thence south to a point 25 feet north of the north property line of Oregon Street; said sewer to consist of a line of 8" vitrified clay sewer pipe or concrete sewer pipe for a distance of 1851 lineal feet beginning at the point aforesaid and places in the ground so as to connect with the sanitary sewer now located in said Main Street and by the constructing of 832 lineal feet of 6" vitrified clay pipe or

concrete sewer pipe and connecting with the 8" sewer pipe and extending thence south in the center of Glover Avenue to a point 25 feet north of the north property line of Oregon Street; all of said sewer pipe shall be of the average depth of 5.98 feet.

Said improvement shall include the necessary manholes, catch basins, weys and bends; removal and replacing of pavement and resurfacing replacements where necessary; the full improvement to be constructed so as to conform to the existing improvements within the limits of said district and sanitary sewers adjoining said district.

SECTION 2. The elevation and grade for the bottom of the inside or invert of the vitrified clay sewer pipe or concrete sewer pipe, including connections, and with the diameters of 8" and 6", likewise the catch basins, manholes, weys and bends, the replacement of pavement and replacement of surfacing shall be the same as that provided in the detailed profile hereto attached, and shall have the elevation above and below the city datum plane along the line of said improvement as shown on said profile hereto attached; all such elevations having reference to the bench mark or datum plane established and fixed by an ordinance adopted by the City Council of the City of Urbana, Illinois, on the 8th day of August, 1905, which said ordinance appears of record in Ordinance Record "D" at page 479; the elevation of said datum plane or bench mark as used in said profile being designated therein by the figure 100, all figures less than 100 designating elevations below said datum plane and all points along the proposed improvement shall have the elevations above or below said datum plane as indicated by the difference between the numbers shown as the elevations for each such point and the number 100.

SECTION 3. That the location and construction of said improvement shall in all respects conform to the detailed plans, maps, plats, profiles, estimate of cost and specifications hereto used in said construction of said improvement shall be of the

size, shape, style, dimensions, proportions and quality provided in the attached drawings, specifications and estimate of cost and each portion of said improvement, and each and every element thereof shall be installed and connected in the manner, at the places, and at the elevations as provided in said drawings and specifications.

SECTION 4. That the attached plans, plats, profiles, maps, specifications and estimate providing for the manner of construction of said improvement are hereby expressly made a part of this ordinance by reference as fully and completely as if the same had been incorporated herein in full, and shall in all respects govern and control the construction and location of said improvement and the materials entering into the same.

SECTION 5. That the construction of said improvement and all of the parts thereof including all work and materials therefore, as provided in this ordinance, is hereby declared to be a necessary local improvement, and shall be constructed at the places herein above mentioned as a continuous improvement and the cost thereof shall be paid by a special assessment on all the property especially benefited by the construction of said improvement to the extent of the special benefits thereon and by a general tax on all the property in the City of Urbana, Illinois, for the public benefits, to the extent of the public benefits thereon.

SECTION 6. That the estimate of the cost of said proposed improvement made by the President of the Board of Local Improvements, hereto attached is hereby approved, there being no public engineer provided for the City of Urbana, Illinois; that the City Council of the said City on the 2nd day of June 1941, by resolution designated Jamison Vawter, a member of said City Council, as a member of the Board of Local Improvements, and that said Board of Local Improvements of said City is legally constituted as provided by Statute; that the recommendations of said Board of Local Improvements, submitted with said estimate of cost, being the estimate of cost adopted at the public hearing of said improvement, is likewise hereby adopted and attached hereto and made a part of this ordinance.

SECTION 7. That the sum of 488.70, being the amount included in the estimate of said President of the Board of Local Improvements hereto attached as the cost of engineering, supervision and inspection as estimated, and the sum of 322.00, as shown in said estimate as the estimated cost of making, levying, and collecting the assessments herein, including court costs, shall be applied as set forth in said estimate of cost, as provided in an act entitled "An Act Concerning Local Improvements" as amended.

SECTION 8. That the aggregate amount herein ordered to be assessed against the property and the assessment against each lot, block, tract and parcel of land therein assessed, and the amount assessed against the City for public benefits, shall be divided into ten installments in the manner provided by the Statute in such cases made and provided, and each of said installments shall bear interest at the rate of six per cent per annum according to law.

SECTION 9. That for the purpose of anticipating the collection of the aforesaid second and succeeding installments, provided for in this ordinance, the City of Urbana, Illinois, shall issue bonds payable out of said installments, being interest at the rate of 6 per cent per annum, payable annually, and signed by the Mayor and City Clerk, under the corporate seal of said City; said bonds to be issued in the sum of One Hundred (\$100.00) Dollars each, or some multiple thereof, and shall be issued in accordance with and shall in all respects conform to the provisions of said Local Improvement Act.

SECTION 10. That the Corporation Counsel of the City of Urbana, Illinois, be and he is hereby directed to file a petition in the name of the City of Urbana, Illinois, in the County Court of Champaign County, Illinois, praying that steps be taken to levy a special assessment for said improvement in accordance with the provisions of the ordinance and the laws of the State of Illinois.

SECTION 11. This ordinance shall be in full force and effect from and after its passage and approval.

Adopted by the City Council this 15th day of July, 1946.

Bess A. Holmes
City Clerk

Approved by the Mayor this 15th day of July, 1946.

George F. Hurd
Mayor

RECOMMENDATION OF ORDINANCE BY THE BOARD OF LOCAL
IMPROVEMENTS OF THE CITY OF URBANA, ILLINOIS

4647-6

Urbana, Illinois,
July 15, 1946

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF
URBANA, ILLINOIS:-

The Board of Local Improvements of the City of Urbana, Illinois, herewith transmits to your Honorable Body, a draft of an ordinance entitled "An Ordinance Providing For The Glover Avenue Sanitary Sewer Local Improvement No. 204, in the City of Urbana, Illinois".

The Board of Local Improvements hereby recommends the making of said improvement, the extent, nature, character, locality, and description of which is set forth in the draft of ordinance herewith transmitted, and also recommends the passage of said ordinance.

The Board of Local Improvements herewith transmits with said ordinance an estimate of the cost of said improvement over the signature of the President of said Board of Local Improvements, there being no public engineer provided for the City of Urbana, and determined as the final estimate of cost of said improvement after a public hearing thereof as required by statute; all of which appears in the final resolution adopted by said Board at said public hearing adhering to the proposed scheme of improvement, which cost as estimated by the President of said Board of Local Improvements, is set forth herewith as a part of the ordinance herewith transmitted.

Respectfully transmitted:-

George F. Hurd.

Jameson Gault

BOARD OF

LOCAL IMPROVEMENTS -

Edmund Johnson

FINAL RESOLUTION
ADOPTED AT THE PUBLIC HEARING ON THE GLOVER AVENUE SANITARY
SEWER LOCAL IMPROVEMENT NO. 204, IN THE CITY OF
URBANA, ILLINOIS, HELD IN THE CITY ON MAY
28, 1946, INCLUDING ESTIMATE OF COST

Be it resolved by the Board of Local Improvements of the City of Urbana, Illinois, at a public hearing called according to law, for the purpose of hearing the representations of any persons desiring to be heard on the subject of the necessity for the construction of the Glover Avenue Sanitary Sewer Local Improvement No. 204, in the City of Urbana, Illinois, the nature thereof or the cost as estimated:

That after hearing the representations of those present in said public hearing on the subject of the necessity for the public improvement, the nature thereof and the cost as estimated, it is determined by said Board of Local Improvements that there is a necessity for the proposed improvement and that the nature thereof and the cost as estimated all set forth in the original resolution heretofore adopted for the Board of Local Improvements be and the same shall be adhered to without any change altering or modifying of the extent, nature, kind, character and estimated cost thereof.

Be it further resolved that the area of said improvement as set forth in the preliminary resolution adopted by said Board of Local Improvements be and the same is hereby approved and designated as follows:

Beginning at the intersection of the east line of Glover Avenue with the center line of Oregon Street and extending thence west to the center line of the alley extending north and south half way between the west line of Glover Avenue and the east line of Poplar Street, and thence north along the center line of said alley to the center line of the alley extending east and west and immediately adjacent to Lots Six (6) and Twenty Seven (27) of Busey and Dunlap's Addition to the City of Urbana, Illinois, and extending thence east along the center line of said alley and across said Glover Avenue to the east line thereof, and thence south along the east line of said Glover Avenue to the point of beginning, all in the City of Urbana, Illinois.

Be it further resolved that the estimate of cost of said improvement be approved as set forth in said preliminary resolution over the signature of the President of the Board of Local Improvements which is in the words and figures as follows:

"TO THE BOARD OF LOCAL IMPROVEMENTS OF THE CITY OF URBANA, ILLINOIS: The following is an estimate of cost of constructing the Glover Avenue Sanitary Sewer Local Improvement No. 204 as contemplated by the resolution of the Board of Local Improvements, adopted May 28, 1946.

13 sq. yds. Pavement Replacement	4.00 sq. yd.	\$	52.00
824 sq. yds. Resurfacing Replacement	.25 sq. yd.		206.00
1851 lin.ft. 8" Sewer Pipe Av.Cut 5.98	1.50 ft.		2776.50
25 lin.ft. Manhole Depth	16.00		400.00
64 each 8x6 Wyes	3.00 ea.		192.00
64 each 1/8 Bends	1.50 ea.		96.00
832 lin.ft. 6" Sewer Pipe Av.Cut 5.98	1.40		1164.80
Engineering, supervision and inspection			488.70
Misc. costs inc. court costs, legal fees, etc.			322.00

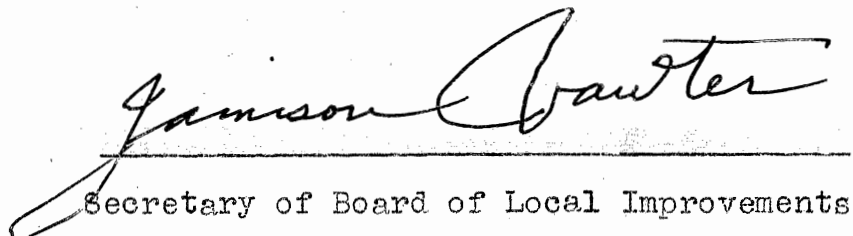
TOTAL ESTIMATED COST \$ 5698.00

I hereby certify that in my opinion the above estimate does not exceed the probable cost of the proposed improvement and the lawful expense attending the same.

George F. Hurd, President
Board of Local Improvements."

Be it further resolved that the Board of Local Improvements hereby adopted said estimate of cost as above set forth and that said estimate over the signature of the President of the Board of Local Improvements is in proper form and is properly certified to since there is no city engineer provided for said Board of Local Improvements.

Be it further resolved that the Board of Local Improvements recommends to the City of Urbana, the adoption of an ordinance to be prepared and presented by the City Attorney of said City to said City Council for the making of said improvement, and that said Board of Local Improvements hereby recommends the passage of said ordinance.


Secretary of Board of Local Improvements

SPECIFICATIONS

GLOVER AVE. SANITARY SEWER LOCAL IMPROVEMENT #204

I. GENERAL CONDITIONS OF CONTRACT.

1. DEFINITIONS: Whenever in these specifications or contract, the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

CITY shall mean the City of Urbana, Illinois

BOARD shall mean the Board of Local Improvements of the City of Urbana, Illinois.

CONTRACTOR shall mean the person, firm or corporation to whom the work is awarded and the agent, employees and assignees thereof.

ENGINEER shall mean in these specifications the appointed Engineer of the Board of Local Improvements of the City of Urbana, Illinois or his properly authorized representative whose duties it shall be to enforce and interpret these specifications as directed by the Board of Local Improvements of the City of Urbana, Illinois.

PLANS shall mean all official drawings or reproductions of drawings made or to be made pertaining to the work provided in the contract or any structure in connection therewith.

WORK shall mean all labor, materials, supplies, use of machinery and tools and overhead costs necessary to complete the proposed improvement in full compliance with all of the provisions of ordinances, plans, specifications, general conditions and contract.

SPECIFICATIONS

GENERAL CONDITIONS OF CONTRACT (cont'd)

2. SPECIAL PROVISIONS: Shall be inserted at the head of the Specifications as herein-after given and if any Special Provision conflicts with the Specifications hereinafter included, the Special Provisions shall govern.
3. COMMENCEMENT AND COMPLETION OF WORK: The contractor shall commence the work within ten days after the contract is signed and shall complete the work on or before the date as given in his proposal or bid for time of completion. The work shall be commenced at such points as the Board may designate. If the contractor shall fail to complete the work within the time specified, he shall be liable for and shall pay the wages of the Inspector or Inspectors of the City on the work, at the rate of Ten Dollars (\$10.00) per day per Inspector, and in addition thereto the sum of Ten Dollars (\$10.00) per day as liquidated damages to the City and not as a penalty for such failure, from the time when said work should have been completed until the same is actually completed, and the amount of such wages and such liquidated damages may be deducted by the City from any moneys which may be due to the Contractor from the City. In case the City grants an extension of time to the Contractor, the wages of such Inspectors and such liquidated damages will be computed from the date to which the time for completion is extended until the actual completion of the work.
4. CONTRACT: A contract in writing shall be entered into between the City and the Contractor for the performance of said work, in accordance with and subject to the terms and conditions of the specifications, and as shown on the plans, of which contract these general conditions and specifications are a part.

SPECIFICATIONS.

GENERAL CONDITIONS OF CONTRACT (cont'd)

5. **SUBLETTING:** The Contractor shall not transfer or sublet the work or any part thereof to any person, except with the written consent of the City. In case such consent is given, it shall not relieve the Contractor from any of the obligations of the contract, and any transferee or subcontractor shall be considered the agent of the Contractor and as between the parties hereto the Contractor shall be and remain liable as if no such transfer or subletting had been made.
6. **BOND:** The Contractor shall execute and deliver to the City a bond in the penal sum of one-third of the amount of the contract, with such sureties as shall be approved by the City conditioned, that said Contractor will duly keep and perform all of the terms and conditions of the contract on his part to be kept and performed.
7. **ENGINEER:** The work provided for in the contract shall be performed under the direction of, and to the entire satisfaction once acceptance of the Board, and its decisions, upon all questions which may arise, relative to the contract, plans and specifications shall be final and binding upon the parties hereto. The Engineer may make corrections of errors or omissions in the plans and specifications when necessary for the proper fulfillment of the intention thereof.
8. **PLANS AND SPECIFICATIONS:** The plans referred to in the specifications, or correct copies thereof, are on file in the office of the City Clerk and show the details, dimensions, plans, profiles and general character of the work. During the progress of the work such drawings will be furnished to the Contractor as the Engineer may from time to time deem necessary. Anything shown on the plans and not in the specifications or shown in the specifications and not on the plans, necessary to make the work complete, shall be furnished and constructed by the Contractor without extra charge, the intent and meaning of the specifications being that the Contractor shall finish the work complete in all respects ready for use, for the contract price.

STANDARD CONDITIONS

GENERAL CONDITIONS OF CONTRACT (Cont'd)

9. **NOTICES GIVEN BY CONTRACTOR:** The Contractor shall give notice in writing to all persons in charge of streets, gas, and water pipes, railroads, and all other property that may be affected by the Contractor's operations at least forty-eight hours before breaking ground. He shall also give the Chief of the Fire Department twenty-four hours notice in writing before it becomes necessary to blockade a cross street. The Contractor shall also notify the Engineer at least forty-eight hours before beginning the work and before continuing the work after a suspension of the same. Also when said Contractor shall require the services of the Engineer for laying out any portion of the work.
10. **ALLOCATION OF WORK:** The Engineer shall have the power to direct the applications of the working force of the Contractor, to any particular portion or portions of the work, and to order the increase of said working force at his discretion.
11. **DISCIPLINE:** It is understood that only competent, skillful workmen shall be employed to do the work, and that the Engineer shall have authority to order the dismissal of any person on the work, who, in his opinion, is incompetent, or who refuses or neglects to obey any of his instructions relating to the carrying out of the provisions and intent of these specifications, or who is unfaithful, abusive, threatening or disorderly in conduct, and such person shall be dismissed by the Contractor and shall not be employed again on the work.
12. **SKILLED LABOR:** Each class or kind of work to be done which requires special skill shall be done under the direction of foremen and by workmen who are known to be skilled in that class of work.
13. **CO-OPERATION:** The Contractor and his Sub-contractors, if any, shall co-operate with all other contractors in, upon, or about the work, and shall carry on his work so that none of the co-operating contractors shall be hindered, delayed, or interfered with in the progress of their work, and so all of the work shall be a finished and complete job of its kind.

SPECIFICATIONS

GENERAL CONDITIONS OF CONTRACT (Cont'd)

14. **TESTS:** The Contractor shall furnish samples of all materials in sufficient quantities and in ample time so that the proper tests may be made by said Board or its representatives.
15. **IMPROPER MATERIALS AND WORK:** The Contractor, within twenty-four hours after receiving notice from the Engineer so to do, shall proceed to remove from any of the premises all materials condemned by the Engineer, whether used or not, and said Contractor shall remove all portions of the work which the Engineer shall condemn as unsound or improper, or in any way failing to conform to the plans and specifications, and the Contractor shall make good all work damaged or destroyed thereby, all at the sole cost and expense of the Contractor. If the Contractor shall refuse or neglect to remove such materials or to take down such work, to make good such work within the time specified, the City may purchase any acceptable materials on hand and perform such labor necessary and deduct the cost and expense thereof from any moneys due, or that may hereafter become due, said Contractor, under the contract. If, however, at the time of making a monthly or other estimate, the Engineer should fail to condemn defective material or work, such neglect shall not be construed as an acceptance of such material or work.
16. **CONTRACTOR'S SUPERINTENDENT:** During the performance of any work herein specified on the premises or public street of said City, the Contractor shall keep on the ground an experienced representative or superintendent duly authorized to represent and act for the Contractor in all matters pertaining to the work to be done under these specifications.
17. **INSPECTION:** Inspectors will be appointed whose duty it shall be to point out to the Contractor any neglect or disregard of the specifications, but the right of final acceptance or rejection of the work will not be waived at any time during its progress.

The Contractor shall execute the work only in the presence of the Engineer in charge of the work, or Inspectors, during the working hours of the day unless otherwise directed by the Board, but the presence and superintendence of said Engineer or Inspectors representing said City, shall in no way relieve the Contractor of the responsibility of his material or poor workmanship.

SPECIFICATIONS

GENERAL CONDITIONS OF CONTRACT (Cont'd)

Ordinarily one inspector will be employed, but if on account of disregard of the specifications on the part of the contractor, additional inspectors should be required, such additional inspectors shall be employed by the engineer in charge as he may deem necessary to insure a faithful compliance with the contract, and the pay of each additional inspector shall be charged to the Contractor, at the rate of Ten Dollars per day, per inspector and deducted from the amount due in settlement.

Notice of any imperfections in this work or in any directions of whatever nature by the engineer, to any foreman or agent in charge of any portion of the work, in the absence of the Contractor, shall be considered as notice to the Contractor.

18. CHARACTER OF WORK: The said improvement shall be constructed and completed under the direction and supervision of the Board of Local Improvement of the City and shall be in all respects and particulars laid and constructed in a workmanlike manner and shall be subject to the approval of the said Board.
19. SANITARY REGULATIONS: The Contractor shall provide all necessary privy accommodations for the use of his employees on the street, and shall maintain the same in a clean and sanitary condition. He shall not create nor permit any nuisance to the public or to residents in the vicinity of the work.
20. LINES AND GRADE STAKES: The location and position of all line and grade stakes will be given by the engineer and the contractor shall be responsible for such stakes and shall see that the same are retained until the completion of the work, or until the engineer shall give his permission for their removal.
21. STAKES FOR ENGINEERS: The contractor shall furnish suitable stakes and help to place same for the engineer to use in staking out the work and shall himself or his representative to present when stakes are located.

SPECIFICATIONS

GENERAL CONDITIONS OF CONTRACT (cont'd)

22. **DETOURS:** The contractor shall mark and maintain detours as laid out by the engineer. If street to be improved is kept open, it shall be properly maintained as directed by the engineer, cost of such work shall be included in contractor's bid.
23. **LABOR, TOOLS, ETC:** The contractor, at his own expense, will furnish all material, labor, tools, implements, machinery, appliances, supplies, forms, false work, bridges, staging, mortar boxes, water and everything necessary for the performance of the contract, including all temporary drainage and all pumping apparatus and water piping necessary to supply water for construction operations.
24. **MEASUREMENTS:** No extra or customary measurements of any kind in accordance with the actual length, area, solid, contents, or number shall be considered in measuring the work under this contract, except that no deduction will be made in payment for any obstructions containing less than one (1) square yard.
25. **OBSTRUCTION OF DRAINAGE:** If it is necessary during the progress of the work to interrupt or to obstruct the natural drainage or flow from artificial drains, the contractor shall make provisions for taking care of all such drainage, so that no damage of any kind or character shall result, and if the contractor shall neglect so to do, he shall be liable for and shall indemnify and save harmless the City from all liability for any damage which may result from such negligence.
26. **PILING MATERIALS:** Materials or equipment when delivered at the site of the work shall be piled in such manner so as not to interfere with the use of any fire hydrant, sidewalk or roadway.
27. **MANHOLES, CATCH BASINS, ETC.** All the covers and tops of the sewer manholes, catch basins, lamp posts holes, or water or gas valve boxes on the line of the work shall be reset flush with the surface of the completed pavement by the Contractor, at his own cost and expense.
28. **CONNECTING ADJOINING WORK:** The completion of this work under this contract includes any and all work that may be necessary to connect the paved roadway and curbing with all adjoining streets and alleys in a good and workmanlike manner, without extra compensation whatsoever.

SPECIFICATIONS

GENERAL CONDITIONS OF CONTRACT (CONT'D)

29. **BARRICADES:** All necessary guardmen shall be employed and barricades and light shall be furnished day and night by the Contractor.
30. **RESPONSIBILITY FOR THE WORK:** Prior to the completion of the work by the Contractor and the acceptance thereof, by the City, the work shall remain at the risk of the contractor and said Contractor shall be required to repair, replace, renew, and make good at his own expense all damages caused by force or violence of the elements, or any other cause whatsoever, provided, however, that in such cases the Contractor shall be entitled to a reasonable extension of time within which to complete the said work. The Contractor shall accept any extension or extensions of time given by the City within which to complete the work, on account of any delays suffered by the Contractor as full compensation from the City for any and all damages which the Contractor may have suffered by reason or on account of such delays.
31. **METHODS EMPLOYED:** The Contractor is to use such methods and appliances for the performance of all the operations connected with the work embraced under this contract, as will secure a satisfactory quality of work, and a rate of progress which in the opinion of said Board will secure the completion of the work within the time herein specified. If at any time before the commencement or during the progress of the work, such methods or appliances appear to said Board to be insufficient or inadequate for securing the quality of work required, or the said rate of progress, they may order the Contractor to increase his efficiency, or to improve the character of his work, and the Contractor must conform to said order; but the failure of said Board to demand such increase of efficiency or improvement shall not relieve the Contractor from his obligations to secure the quality of work and the rate of progress established in these specifications.
32. **PROTECTION OF EXISTING IMPROVEMENTS:** The Contractor will be held responsible for any damage done to the water main or drain pipes, or to any other pipes, or to any living tree, which tree must be protected by two (2) inch planking by the Contractor, in addition to the penalty described by the City ordinances. All loss or damage arising out of the nature of the work to be done, or from any detention, or unforeseen or unusual obstruction or difficulty, which may be encountered in the prosecution of the work, or from the action of the elements, shall be sustained by the Contractor, who will be required without cost to the City to replace all pavements, sidewalks, or cross-walks, displaced or injured, and to remove from the street, all surplus material, earth, rubbish, etc., immediately after the completion of the work.

SPECIFICATIONS.

GENERAL CONDITIONS OF CONTRACT (Cont'd)

33. **USE OF WATER:** Contractors desiring to use water from public hydrants will be required to make application to the proper authorities and conform to the rules and regulations provided in such cases by the City ordinances, and pay for the water at the required water rates.
34. **PERMITS, LAW AND ORDINANCES:** The Contractor shall procure and pay for all permits that may be required and shall comply with all laws, ordinances and other regulations of the proper authorities which may by any way effect the work, and shall be responsible for any and all damages arising from the neglect to procure said permits or from disregarding said laws, ordinances or other regulations.
35. **DAMAGE AND INJURIES:** The Contractor shall and will indemnify, save harmless and defend said City from any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and Attorney's fees, in any manner caused, by, arising from, incident to, connected with, or growing out of the performance of the contract.
36. **WORKMEN'S COMPENSATION:** The Contractor shall provide and pay (in accordance with the provisions of the Workmen's Compensation Laws, of the State of Illinois) compensation for injuries sustained by, or death resultant to, any of the employees, arising out of or in the course of his employment in the performance of any of the work under this contract, and further shall carry insurance in a company satisfactory to the City fully protecting the Contractor against claims which may be made against him under said laws. The Contractor shall also carry Public Liability and Property Damage Insurance sufficient amounts as determined by the Board. The Contractor also agrees to deposit said policies, or true copies thereof, with the City.

The Contractor shall hold the City harmless from and against claims, demands, or suits which may be made or brought against the City on account of any claim made under any of the terms and provisions of said law, for injury or death to any of the employees of the Contractor, his agents or subcontractors, if any, or damages to any person or property in connection with this work.

37. **PATENTS:** The Contractor shall and will indemnify, save harmless, and defend said City from any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees incident to any infringement or to any claimed infringement of any patent or patents in any wise relating to any or all of the machines, appliances, or appliances installed or incorporated in the work, or in any way connected herewith or with the use thereof by the City.

SPECIFICATIONS.

GENERAL CONDITIONS OF CONTRACT (CONT'D)

38. OPENING AND CLOSING STREETS: No Street or Streets or Alley or Alleys shall be closed by erecting barricades or otherwise, nor shall the same be opened by the removal of said barricades or otherwise except by permission of the Board.
39. DAMAGE TO OTHER CITY PROPERTY: Damage to any City property by the Contractor's trucks, workmen, or equipment shall be repaired at the Contractor's own expense.
40. FINAL ACCEPTANCE: Before final payment is authorized by the Board, the street or streets, alley or alleys, or other property, on which the work is located between property lines, shall be swept off, cleaned, graded, and properly raked, all foreign material of any kind removed from the site of the work so that the completed work presents a finished and pleasing appearance.

SPECIFICATIONS

XV. SANITARY SEWER, AND DISPOSITIONS THEREOF.

1. **DESCRIPTION:** The sanitary sewers, etc., shall be of the size and dimensions as shown on the accompanying plans and profiles. They shall be laid to such lines and grades as shown on the said plans and profiles.
2. **MATERIALS:** The Contractor shall receive the approval of the Board on all material which he proposes to use in the above mentioned work. The Board may require samples for testing purposes on all material which the Contractor proposes to use. If such samples prove satisfactory, similar material will be considered acceptable for the work. The Board may reject and cause removal of any material in place or in storage until such a time as the work is finally accepted by the Board.
3. **PIPS:** All pipe and connections for sanitary sewers shall be of the best quality bell and spigot joints cover pipe, meeting the latest requirements for sewer pipe, "Standard Specifications for Standard Strength Clay Sewer Pipe", adopted by the American Society for Testing Materials, Serial C-14 or "Standard Specifications for Concrete Sewer Pipe", Serial C-14.
4. **JOINTS:** All joints shall be thoroughly filled with Portland Cement concrete mortar of a mixture by volumetric measurement of one part Portland Cement, two parts clean sharp sand, and 6 gallons of water per sack cement. Before placing said mortar a strand of jute shall be thoroughly soaked in place with suitable soaking tool. The joint shall then be completely filled with mortar and the outside exposed surface troweled to present a uniform and pleasing appearance.
5. **CONNECTIONS:** All connections to the main sewer shall be made with wyes and 1/2 degrees bends or similar fittings, and shall be carefully made so that mortar, jute or any other material does not protrude or be left deposited in the main line. House connections shall be carried to the future "back of curb" line.
6. **CONSTRUCTION:** The lower of the pipe shall be properly bedded on a firm foundation to the grades, elevations, and alignments as shown on the attached plans and profiles, in accordance with the latest "Recommended Practice for Laying Sewer Pipe", adopted by the American Society of Testing Materials, Serial C-12. The Engineer will indicate the alignments and grades by setting stakes at intervals not to exceed fifty (50) feet. The sub-grade shall be brought to right grade and finally compacted and rounded before placing cover pipe. As the sewer is constructed the Contractor shall check each pipe for line and grade. No tunnelling shall be permitted except by permission of the Board and then only in the manner they may direct. All necessary connections to sanitary sewers, manholes, etc., or sewers or connections now in place shall be connected to proposed sewer and cost of same included in the bid price per linear foot of sanitary sewer. Said wye or any connection left for future use shall be carefully recorded by the Contractor and such information shall be furnished the Engineer in written form.

SPECIFICATIONS.

XV. SANITARY SEWERS AND CONNECTIONS, TIERMHO. (Cont'd)

Other storm sewers, water pipes, light cables, etc., now in place shall not be disturbed during construction. If necessary to change grade of same, such change shall be made in accordance with the plan as furnished by the Board and such change shall be included in the bid price per lineal foot for sanitary sewer.. The back-fill shall be made in uniform 6" layers and power-tamped to a density of the original material before excavation, and seeded unless otherwise specified.

Where it is necessary to cut through or undercut pavements or other improvements on the surface, the Contractor shall backfill with pit-run gravel, power-tamped in six inch layers, the cost of which shall be included in his price list for sewers per lineal foot, and the trench so formed shall be maintained by the Contractor at his own expense until the paving material is replaced.

7. PAYMENTS: Payments for sanitary sewers shall be at the bid price per foot of length for each size of pipe and shall include all pipe joint material, connections, excavations, laying, backfilling, removal of waste materials, clearing, raking, seeding and seeding after completion, and for any extra work that may be encountered due to all unforeseen underground obstructions or difficulties, and shall include all labor, materials and supplies, use of machines, and tools and overhead costs necessary to construct said sewers in accordance with the plans and profiles, details and specifications.

SPECIFICATIONS

XVI. MANHOLES, FLUSH TANKS, LAMPHOLES, AND CONNECTIONS THERETO.

1. **DESCRIPTION:** The manholes, flush tanks, lampholes, and connections thereto, shall be of the size, grade, location and quality as shown on the profiles on plans and standard details accompanying these specifications.
2. **MATERIALS.** All materials must receive the approval of the Board before being used in or on the work, and any material may be rejected if found unsatisfactory by the Board up until the time of final acceptance by the Board. All rejected material must be removed immediately from the site of the Work.
3. **CONCRETE:** Concrete shall be mixed in the proportions of one part best Portland Cement, two parts clean, sharp sand, and three and one-half parts washed gravel or broken stone. All mixtures to be by volume. The amount of water to be used shall not exceed eight gallons of water to the one sack batch.
4. **MORTAR:** Mortar shall be mixed in the proportions of one part Portland Cement, two parts clean sharp sand. All mixtures to be by volume. The amount of water to be used shall not exceed eight gallons of water to the one sack batch.
5. **PIPE:** All concrete rings used in such work shall be of best quality tongue and groove joints Portland Cement concrete pipe, meeting the latest requirements for reinforced concrete sewer pipe. "Standard Specifications for Reinforced Concrete Sewer Pipe", adopted by the American Society for Testing Materials. Serial C-75.
6. **TOPS:** The metal used in the castings for the tops shall be of the best quality pure, soft gray iron, without the admixture of any foreign material.
7. **CONSTRUCTION:** The walls shall be constructed of concrete rings as shown on the accompanying standard details set in mortar. The bottom shall be a concrete base formed to fit connecting sewer. Mortar shall be carefully trowelled with a steel trowel to present a smooth and pleasing appearance. Backfill around the manhole shall not be made until the mortar has set properly and shall be made of only suitable material selected from the excavated material. No rubbish or refuse of any kind shall be placed in the backfill. Flush Tanks shall be similar to manholes, except joints shall be jute-packed and mortared on inside to make them watertight. Connections to nearest water pipe shall be made and included in Contractor's bid price for flush tanks.
8. **STEPS:** The steps shall be of three-quarter round iron properly bent bars and shall be long enough to extend through the entire thickness of the manholes, catchbasins, inlets, etc.

XVI. MANHOLES, FLUSH TANKS, LAMPHOLES, AND CONNECTIONS THERETO.

9. ACCEPTANCE: Before final acceptance, the Manholes, Flush Tanks, Lamp-holes, and Connections thereto, shall be in satisfactory operation, the inside carefully cleaned out and all refuse material removed and the site of the work cleaned up so as to present a pleasing and satisfactory appearance.
10. PAYMENTS: Payments for all Manholes, Flush Tanks, Lampholes and Connections thereto, shall be for the completed Manhole, Flush Tank, Lamp-hole, and Connections thereto, in place and shall include all labor, materials and supplies, use of machinery and tools and overhead costs, necessary to construct, and protect and maintain the Manholes, Flush Tanks, Lampholes, etc., and Connections thereto in accordance with the Plans and Profiles, Standard Details and Specifications.

SPECIFICATIONS

1. PAVEMENT AND RESURFACING REPLACEMENT.

1. Any satisfactory material not needed in construction as determined by the Engineer shall be hauled to and deposited at the City Garage.
2. PAVEMENT REMOVAL: Destructive excavation of the present pavement will not be permitted.
3. PAVEMENT REPLACEMENT: Pavement and/or curb and gutter shall be replaced as near as possible in its original condition.
4. RESURFACING REMOVAL: Present material on the site shall be removed with a blade grader and carefully winddrawn on the site of the proposed trench.
5. RESURFACING REPLACEMENT: Winddrawn rock shall be carefully bladed back into place on top of the compacted trench, rolled and treated with 1/2 gallon per square yard of Asphaltite cut back MC3 and covered with stone chips or buck shot gravel. Said asphaltic material and chips shall meet the specifications of the State of Illinois, Division of Highway, specifications adapted July 1st, 1942 and the Revisions and Additions thereto.
6. PAYMENT: Payment for pavement replacement and/or Resurfacing Replacement shall be per square yard for the completed and replaced pavement and/or resurfacing in place, including all labor, materials, supplies, use of machinery and tools and overhead costs necessary to construct, protect and maintain such work, in accordance with the plans, profiles and details and specifications.

SPECIAL PROVISIONS

GLOVER AVE. SANITARY. - LOCAL IMPROVEMENT #204

I. SANITARY SEWER CONSTRUCTION.

1. Tamping of the backfill in six inch layers will not be required, but after completion of the backfill, it shall be rolled with a ten-ton roller, or with a bulldozer tractor or other heavy equipment. It shall then be jetted in accordance with the specifications of the State of Illinois, Division of Highways adopted July 1, 1942, and the Revisions and Additions thereto, more backfill placed on the settled portions, and then rolled again until final compaction is obtained as determined by the Engineer.