

Copy

055.0125

Masons and Builders' Contract.

Andrew F. Hughes

Architects.

This Agreement, made the 20th day of October in the year one thousand eight hundred and ninety-Six (6) by and between John D. Mc Kally of the City of Chicago County of Cook and State of Illinois party of the first part (hereinafter designated the Contractor), and Mother Christiana of the Ladies of Loretta (a corporation) party of the second part (hereinafter designated the Owner),

Witnesseth, That the Contractor, in consideration of the fulfillment of the agreements herein made by the Owner, agrees with the said Owner, as follows:

ARTICLE I. The Contractor under the direction and to the satisfaction of

Andrew F. Hughes Architects, acting for the purposes of this contract as agents of the said Owner, shall and will provide all the materials and perform all the work mentioned in the specifications and shown on the drawings prepared by the said Architects for the Convent of Loretta to be built on the North 1/2 of Lot 415 in block (3) Three in Barnum's 1st sub of the South 42 1/2 acres of the West 1/2 of the North East 1/4 of Sec 2, Town 38 North Range 14 East of 3d Principal M.

which drawings and specifications are identified by the signatures of the parties hereto.

ART. II. The Architects shall furnish to the Contractor such further drawings or explanations as may be necessary to detail and illustrate the work to be done, and the Contractor shall conform to the same as a part of this contract so far as may be consistent with the general drawings and specifications referred to and identified, as provided in Art. I.

It is mutually understood and agreed that all drawings and specifications are and remain the property of the Architects.

ART. III. No alterations shall be made in the work shown or described by the drawings and specifications, except upon a written order of the Architects, and when so made, the value of the work added to or omitted shall be computed by the Architects, and the amount so ascertained shall be added to or deducted from the contract price. In the case of dissent from such award by either party hereto, the valuation of the work added or omitted shall be referred to a Board of Arbitrators, constituted as provided in Art. IX of this contract.

ART. IV. The Contractor shall provide sufficient, safe and proper facilities at all times for the inspection of the work by the Architects or their authorized representatives. He shall, within a reasonable time after receiving written notice from the Architects to that effect, proceed to remove from the grounds or buildings all materials condemned by them, whether worked or unworked, and to take down all portions of the work which the Architects, by like written notice, condemn as unsafe or improper, or as in any way failing to conform to the drawings and specifications.

ART. V. Should the Contractor at any time refuse or neglect to supply a sufficiency of properly skilled workmen, or of materials of the proper quality, or fail in any respect to prosecute the work with promptness and diligence, or fail in the performance of any of the agreements herein contained, such refusal, neglect or failure being certified by the Architects, the Owner shall be at liberty, after five days' written notice to the Contractor, unless the defect is remedied, to provide any such labor

Owner. The expense incurred by the Owner as herein provided, either for furnishing materials or for finishing the work, and any damage incurred through such default, shall be audited and certified by the Architects, whose certificate thereof shall be conclusive upon the parties; provided, however, if said Owner or Contractor shall dispute the justice of any of said Architects' decisions, then, either of them may have such disputed matter referred to arbitration, under Article IX of this Agreement, by serving notice of his demand therefor upon the other party within three days after receiving notice of such decisions.

ART. VI. The Contractor shall complete the several portions and the whole of the work embodied in this Agreement by and at the time or times hereinafter stated, to wit:.....

The entire Mason work to be completed on or before February 10th 1897.

provided that the cut stone is set in time in the front of the building to complete same

ART. VII. Should the Contractor be obstructed or delayed in the prosecution or completion of his work by the act, neglect, delay or default of the Owner, or the Architects, or of any other contractor employed by the Owner upon the work, or by the action of the elements, or by any damage which may happen by fire, lightning, earthquake or cyclone, or by the abandonment of the work by the employees through no default of the Contractor, then the time herein fixed for the completion of the work shall be extended for a period equivalent to the time lost by reason of any or all of the causes aforesaid; but no such allowance shall be made unless a claim therefor is presented in writing to the Architects within a reasonable time of the occurrence of such delay. The duration of such extension shall be certified by the Architects, but appeal from their decision shall be made to arbitration, as provided in Art. IX of this contract.

ART. VIII. The Owner agrees to provide all labor and materials not included in this contract in such manner as not to delay the material progress of the work, and in the event of failure so to do, thereby causing loss to the Contractor, agrees that he will reimburse the Contractor for such loss; and the Contractor agrees that if he shall delay the material progress of the work so as to cause any damage for which the Owner shall become liable (as above stated), then he shall make good to the Owner any such damage. The amount of such loss or damage to either party hereto shall, in every case, be fixed and determined by the Architects, or, if their decision be unsatisfactory, by arbitration, as provided in Art. IX of this contract.

ART. IX. In case of any controversy or dispute arising out of the operation of this contract, or any question as to payment or non-payment of money growing out of the same, either during its operation or after its completion, either party shall have the right to have the same settled and determined by arbitration, and to effectually accomplish that end, it is agreed that any such matter of dispute shall be submitted to arbitration in the manner following, that is to say: the party demanding the submission to arbitration shall in writing notify the other party, and shall in his notice state his demand or grievance, and the name of the arbitrator chosen by him, and it shall be the duty of the other party, within three days after the service of such notice, to select an arbitrator, and the two thus chosen together with

Rev. B. P. Murray who is hereby selected and chosen the third arbitrator or umpire, shall constitute the Board of Arbitration. If the said third arbitrator or umpire is unable or should refuse to act, then it becomes the duty of parties to this contract to select another, and if they fail to select such arbitrator or umpire within three days after request for arbitration and notice that the appointed umpire cannot serve, the two arbitrators chosen shall select such umpire, and said Board shall proceed at once to determine such differences and shall forthwith make an award in writing, duly signed by them or a majority of them embracing all matters submitted to them.

only signed by them or a majority of them, embracing all matters submitted to them.

The two arbitrators to be named at the time the dispute or differences arise, shall be competent to determine the matters in dispute; disinterested and not of kin to, nor a partner or employee or interested in business with either party. The Board of Arbitration so chosen and constituted shall have all powers conferred on arbitrators by the statutes of Illinois, and the sum named in their award or that of any two of them, as due to either party from the other, when paid shall be in settlement and complete satisfaction of all questions, claims and differences arising out of the operation of this contract as of the date of said award.

Each party to this contract shall pay one-half the fee of the third arbitrator or umpire, and shall pay the fee of the arbitrator selected by him.

If the amount named in such award is not paid within five days, judgment may be entered thereon, upon motion, at any time within one year from its date in any Court of Record in this State, in the manner provided by Chapter 10, of the Revised Statutes of Illinois, for the amount named in said award, together with court costs, and Fifty Dollars Attorney's fees. In case either of the parties to this Agreement refuses or neglects to appoint a proper person as arbitrator, as herein before provided, within three days after such notice in writing, then and in that case, it is hereby agreed and understood that he adopts and confirms the arbitrator chosen by the other party to this contract, and such arbitrator together with the umpire named herein shall be the sole arbitrators, and shall be clothed with all powers and duties which the three arbitrators herein provided for would have possessed.

ART. X. It is herein mutually agreed between the parties hereto that the sum to be paid by the Owner to the Contractor for said work and materials shall be (\$ 2450.⁰⁰/₁₀₀)

Twenty Four thousand and Fifty \$2450.⁰⁰/₁₀₀
Dollars

subject to additions and deductions, as hereinbefore provided, and that such sum shall be paid in current funds by the Owner to the Contractor, in installments, as follows:

Eighty Five 85% of percent as the
progresses

The final payment shall be made within *Thirty (30)* days after this Contract is fulfilled.

The said Architect shall issue certificates from time to time as the work progresses, at the times contemplated herein, and payments shall be made upon such certificates.

If he shall fail or refuse to issue certificates when the Contractor is entitled to the same, or any dispute shall arise as to the issuing of certificates, the question shall be referred to arbitration, as is contemplated in Article IX of this Contract, and if the arbitrators shall be of opinion that there is a sum due for which a certificate should have been issued, they shall make an award that the Owner pay such sum with interest from the time the certificate should have been issued.

If at any time there shall be evidence of any lien or claim for which, if established, the owner of the said premises might become liable, and which is chargeable to the Contractor, the Owner shall have the right to retain in his hands from any payment then due or thereafter to become due, an amount sufficient to completely indemnify him against such lien or claim.

Should there prove to be any such claim after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging any lien on said premises, made necessary in consequence of the Contractor's default.

ART. XI. It is further mutually agreed between the parties hereto that no certificate given or payment made under this Contract, except the final certificate or final payment, shall be conclusive evidence of the performance of this Contract, either wholly or in part, and that no payment shall be construed to be an acceptance of defective work or improper materials. Should either party be dissatisfied upon the issuance of the final certificate of the Architect, such party may cause all matters of difference to be submitted to arbitration, as provided by Article IX hereof; provided, in such case he shall serve his notice as provided in said article upon the other party within ten days from the delivery of said certificate or notice of its delivery.

ART. XII. The Owner shall, during the progress of the work, maintain full insurance on said work, in his own name and in the name of the Contractor, against loss or damage by fire. The policies shall cover all work incorporated in the building, and all materials for the same in or about the premises. and

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ART. XII. The Owner shall, during the progress of the work, maintain full insurance on said work, in his own name and in the name of the Contractor, against loss or damage by fire. The policies shall cover all work incorporated in the building, and all materials for the same in or about the premises, and shall be made payable to the parties hereto, as their interest may appear. Should the Owner refuse or neglect to do so, then the Contractor may do so and charge the cost of same to Owner.

ART. XIII. The said parties for themselves, their heirs, executors, administrators and assigns, do hereby agree to the full performance of the covenants herein contained.

In Witness Whereof, the parties to these presents have hereunto set their hands and seals, the day and year first above written.

In presence of

Andrew F. Hughes

Bernard P. Murray

John D. Mc Kally

Mortimer Christian

