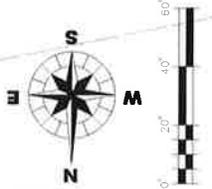
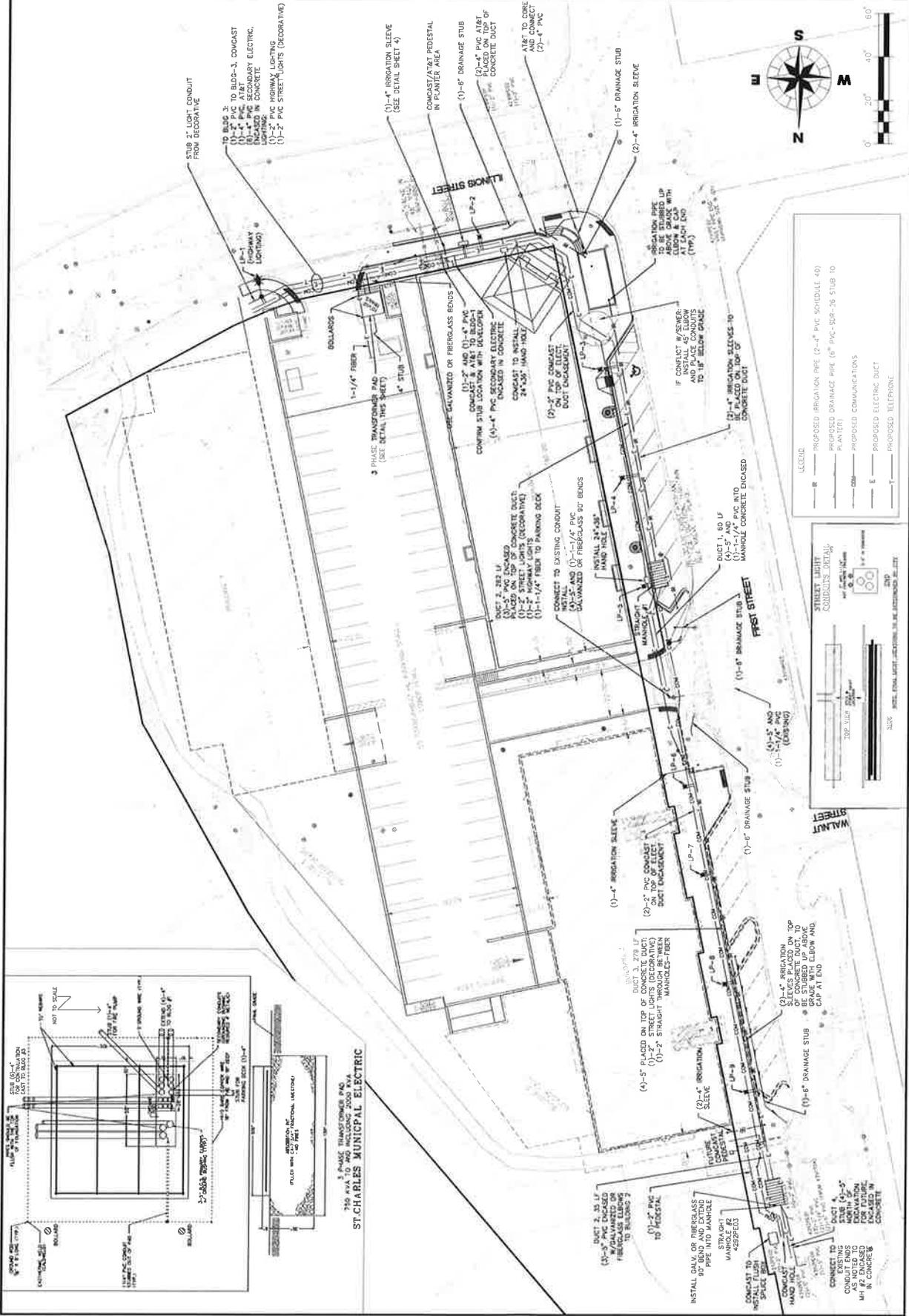


UTILITY PLAN
ELECTRIC

STREET

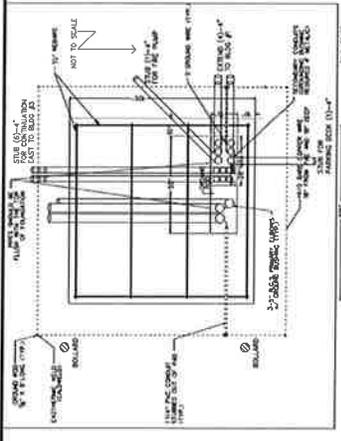
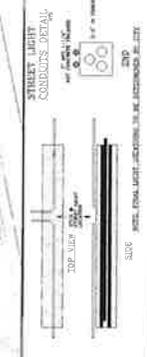
DATE	BY	CHECKED	SCALE
10/15/2018	J.M.	J.M.	1" = 20'
PROJECT NO.	DRAWING NO.	SHEET	
18080A	18080A-01	3 OF 4	

CITY OF ST. CHARLES
2 EAST MAIN STREET
ST. CHARLES, IL 60174
630-377-4400



LEGEND

—	PROPOSED IRRIGATION PIPE (2" PVC SCHEDULE 40)
—	PROPOSED DRAINAGE PIPE (6" PVC-SDR-26 STUB 10 PLAN-10)
—	PROPOSED COMMUNICATIONS
—	PROPOSED ELECTRICAL
—	PROPOSED TELEPHONE

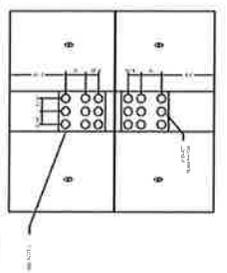


ST. CHARLES MUNICIPAL ELECTRIC
245 W. 3rd St. St. Charles, IL 60174
630-377-4400

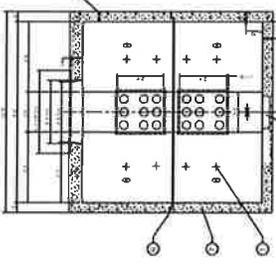
DATE	DESCRIPTION

CITY OF ST. CHARLES
 2 EAST MAIN STREET
 ST. CHARLES, IL 60174
 630-377-4400

CLIENT
 WILLIS BURKE KELSEY ASSOCIATES LTD
 118 West Main Street, Suite 201
 St. Charles, Illinois 60174
 (630) 443-7755
 PROJECT NO. 110004
 DRAWING NO. 011
 SHEET: **4 OF 4**



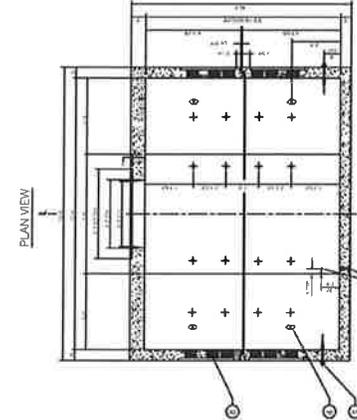
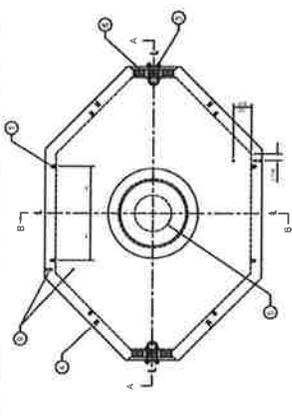
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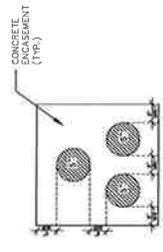
SECTION B-B

NOTES

- CONCRETE: 4000 psi @ 28 DAYS, 69-70% UNTRAPED AIR, 4\"/>
- REBAR: ASTM A615 GRD 60, SEE DRAWING NO. 118 B BE S02 02
- DUCT ENTRANCE: SINGLE DUCT TERMINATORS TO ACCEPT 6\"/>
- PULLING BODY: SEE DRAWING NO. 118 B BE S02 02. PLEASE NOTE: PULLING BODY DESIGNED AS PER A.C.I. 318 FOR WORKING LOAD CAPACITY OF 2000 POUNDS APPLIED CONCENTRIC TO THE MIDSPAN OF THE PULLING BODY.
- SUMP: SEE DRAWING NO. 118 B BE S02 02.
- BUTYL RUBBER JOINT SEALANT: SEE DRAWING NO. 118 B BE S02 02.
- IDENTIFICATION: IMPRESSED INTO CEILING OF VAULT.
- UTILITY CONCRETE: HOKUSO, S.L.L.C. MURRIS, IL.



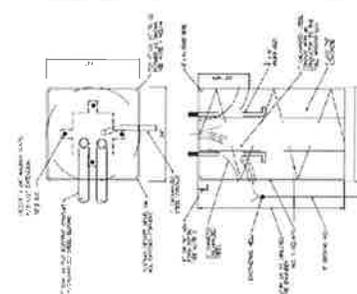
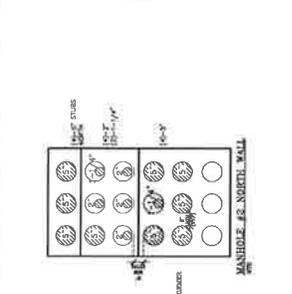
SECTION A-A



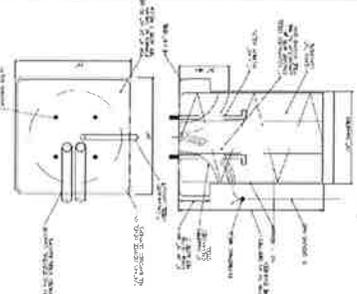
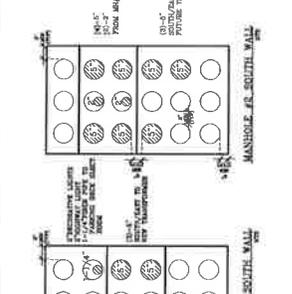
DUCT 1 (1)-1-1/4\"/>



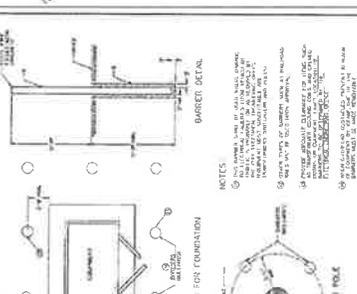
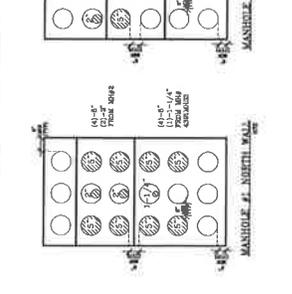
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MANHOLE #2 - SOUTH WALL



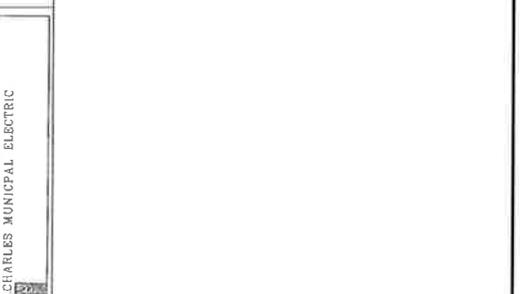
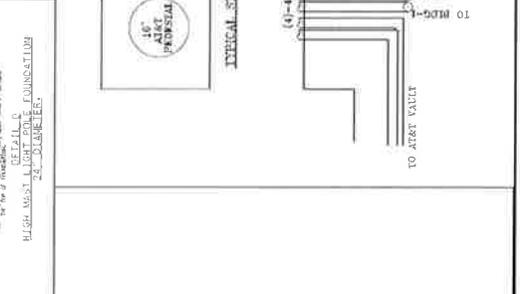
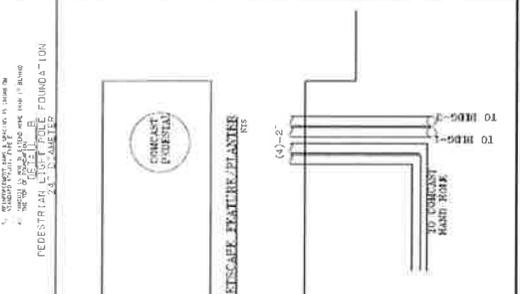
MANHOLE #4 - NORTH WALL



MANHOLE #6 - NORTH WALL



MANHOLE #8 - SOUTH WALL



VEHICULAR BARRIER
 ST. CHARLES MUNICIPAL ELECTRIC

MANHOLE #7 - SOUTH WALL

MANHOLE #8 - SOUTH WALL

VEHICULAR BARRIER
 ST. CHARLES MUNICIPAL ELECTRIC



CITY OF ST. CHARLES

**BIDDING REQUIREMENTS, CONTRACT FORMS,
CONTRACT CONDITIONS AND SPECIFICATIONS**

for

First Street Streetscape Electric & Utility Improvements

PREPARED BY:

**WILLS BURKE KELSEY ASSOCIATES
116 WEST MAIN STREET
SUITE 201
ST. CHARLES, ILLINOIS 60174
(630) 443-7755**

January 15, 2016

I hereby certify that these documents were prepared under my direct supervision.

**Greg Chismark, P.E.
Illinois Licensed Professional Engineer No. 062-044133
Expires November 30, 2017**

**First Street Streetscape
Electric & Utility Improvements**

TABLE OF CONTENTS

DIVISION 00 – DOCUMENTS

<u>SECTION</u>	<u>TITLE</u>
00030	Advertisement for Bids
00100	Instructions to Bidders
00300	Proposal, Supplemental Bid Forms & Summary of Quantities
00500	Contract Agreement
00650	Certificate of Insurance Requirements
00700	General Conditions
00750	Prevailing Wage Rates
00800	Supplementary Conditions

DIVISION 01 – GENERAL REQUIREMENTS

<u>SECTION</u>	<u>TITLE</u>
01100	Contract Considerations
01200	Reference Standards
01300	Submittals
01400	Quality Control
01700	Contract Close-out

SPECIAL PROVISIONS

END OF TABLE OF CONTENTS

SECTION 00030

City of St. Charles

Legal Notice

Invitation for Bid

Sealed bids will be received by the City of St. Charles at the Office of the Purchasing Manager, Two East Main Street, St. Charles, Illinois 60174, no later than 10:00 a.m., Wednesday, February 3, 2016, for the **First Street Streetscape – Electric & Utility Improvements**. All bids will be opened publicly and read aloud in the Council Chambers located at, Two East Main Street, St. Charles, IL 60174, at 10:00 a.m. on Wednesday, February 3, 2016.

The proposed improvements include: installation of two electric vaults, various concrete encased and non-encased PVC conduit for electric and communication purposes, streetlight footers, irrigation system piping, and minor drainage piping. Work needs to be performed in March, 2016. Note that Contractor is responsible for all material except for the two Utility Concrete Products electric vaults MH#1 and MH#2 on the plans. The City has purchased the two manholes and they will be awaiting the Contractor excavation. Contractor is responsible for unloading manholes with a crane at the jobsite. Also note that the manhole installations will require the contractor to rock excavate approximately 4' of bedrock. Visiting the site to examine the existing adjacent excavation is highly recommended.

The pricing format will be LUMP SUM with unit costs provided for reference. None of the quantities in the summary of unit costs are guaranteed. City reserves the right to increase or decrease quantities as required to complete the work and address changes that arise.

Any person, firm or corporation submitting a proposal shall have been in business a minimum of five years, and shall be fully experienced in all aspects of the project described above. The successful bidder must provide proof of this past experience to the City of St. Charles as part of their bid submittal. Bidders are advised of the following requirements of this contract: 1) Illinois Prevailing Wage of the State of Illinois, Kane County; 2) Certificate of Insurance meeting the City's requirements;

Bid Documents and Proposal forms may be obtained at no charge at the City of St. Charles website at, <http://www.stcharlesil.gov/bids-proposals> after Friday, January 15. Addenda will be available to document holders via the website. It is the responsibility of the contractor to frequently check the City's website for any future addendums. Contractors will be required to submit all addendum acknowledgement forms with their bid submittal. All questions shall be directed to Mr. Thomas Bruhl, Electric Services Manager, at 630-377-4401 or at tbruhl@stcharlesil.gov.

The City expressly reserves the right to reject any or all bids or to accept the one that appears to be in the best interest of the City. The City expressly reserves the right to waive any informalities, discrepancies or technical irregularities in a bid if to do so is in the best interest of the City. The City reserves the right to defer the acceptance of any bid and the award of a Contract for a period not exceeding forty-five (45) days after the date of opening the bids. Prices quoted must be valid for a minimum of 75 days from the date of the bid opening.

The City reserves the right to require the low bidder to file proof of his ability to finance and execute the project. This proof shall include, but not be limited to, a financial statement, list of equipment owned by bidder, backlog of jobs under a Contract only to a Bidder who furnishes satisfactory evidence that he has the ability, sufficient capital, facilities, and plant to enable him to prosecute the work successfully and promptly, and to complete the work within the time specified in the Contract Documents.

The City of St. Charles does not discriminate in admission, access to, treatment, or employment in its programs and activities.

END OF SECTION

SECTION 00100
INSTRUCTIONS TO BIDDERS

1. Defined Term.

Terms used in these Instructions to Bidders, which are defined in Section 00700 have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the lowest, qualified, responsible Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

2. Copies of Bidding Documents.

2.1 Bid Documents and Proposal forms may be obtained from the City of St Charles Website (www.stcharlesil.gov/bids-proposals).

2.2 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3. Bidder Qualifications.

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit written evidence of the types set forth in the Special Provisions, such as financial data, previous experience and evidence of authority to conduct business in the jurisdiction where the Project is located.

Each bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

4. Examination of Contract Documents and Site

4.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may in any manner affect cost, progress or performance of the Work, (c) become familiar with federal, state and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.

- 4.2 Reference is made to the Supplementary Conditions for the identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the Work, which have been relied upon by Engineer in preparing the Drawings and Specifications. Owner will make copies of such reports available to any Bidder requesting them. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents. Before submitting his Bid each Bidder will, at his own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his/her bid for performance of the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.
- 4.3 On request Owner will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his/her Bid.
- 4.4 The lands, upon which the Work is to be performed, rights of way for access thereto and other lands designated for use by contractor in performing the Work are identified in the Drawings.
- 4.5 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 4 and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

5. Interpretations

All questions about the meaning or intent of the Contract Documents shall be submitted to Mr. Thomas Bruhl, Electric Services Manager, at 630-377-4401 or at tbruhl@stcharlesil.gov. Replies will be issued by Addenda. Addenda will be available to document holders via the website. It is the responsibility of the Bidder to frequently check the City's website for any addendums. Bidders will be required to submit all addendum acknowledgement forms with their bid submittal. Questions received less than seventy two (72) hours prior to the date for opening of Bids will not be answered. Only questions answered by a formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6. Contract Time

The number of days within which, or the date by which, the Work is to be completed (the Contract Time) is set forth in the Bid Form and will be included in the Agreement.

7. Prevailing Wage Rate

All work under this contract shall comply with the Prevailing Wage Rate Act of the State of Illinois, Illinois Compiled Statutes Ch. 820, par. 130/31, et seq. and as amended by Public Acts 86-799 and 86-693 and our City of St. Charles Ordinance No. 2003-M-59, in effect at the time work is performed.

The successful bidder and each subcontractor shall submit monthly, in person, by mail, or electronically, a certified payroll to the City of St. Charles. The certified payroll shall consist of records of all laborers, mechanics, and other workers employed by them on the project. The records shall include each worker's name, address, telephone number (when available), social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of work each day. The certified payroll shall be accompanied by a statement signed by the bidder or subcontractor which avers that:

- A. Such records are true and accurate;
- B. The hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and
- C. The bidder or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

The City of St. Charles is required to keep the certification records submitted for a period of not less than three years. Furthermore, these records, except an employee's address, telephone number, and social security number, shall be made available in accordance with the Freedom of Information Act.

8. Liquidated Damages

Should the Contractor fail to complete the work, including cleaning up, to the point of substantial completion and acceptance or final completion and acceptance of the work by the City of St. Charles within the time specified in the Contract Documents for the Date of Substantial or Final Completion and agreed upon by the Contractors by accepting the Contract, or within such extra time as may be allowed in accordance with the Contract Documents, there shall be deducted from any monies due the contractor, or that may become due the Contractor, the sum of one thousand dollars (\$1,000) per calendar day for each and every calendar day, including Sundays and Holidays that the work remains incomplete. (Liquidated Damages in Accordance with Section 108.09 of the Standard Specifications).

This sum shall be considered and treated not as a penalty but as fixed, agreed, and liquidated damages due the City of St Charles from the Contractor by reason of inconvenience to the public, added costs of supervision, and other items which may have caused an expenditure of funds resulting from his failure to complete the work within the time specified.

Permitting the Contractor to continue and finish the work, or any part of it after the time fixed for its completion, or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the City of St Charles of any of its rights under the Contract.

9. Substitute Material and Equipment

The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible

substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the "effective date of the Agreement." The procedure for submittal of any such application by contractor and consideration by Engineer is set forth in paragraphs 6.05 of the General Conditions which may be supplemented in the General Requirements.

10. Subcontractors, etc.

- 10.1 All Bidders' shall submit to Owner a list of all Subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the Work. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, person, and organization if requested by Owner. If Owner or Engineer after due investigation has reasonable objections to any proposed Subcontractor, other person, or organization, either may before giving the Notice of Award request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any Subcontractor, other person, or organization so listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer.
- 10.2 In contracts where the Contract Price is on the basis of Cost-of-the-Work plus a fee, the apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to Owner those portions of the Work that such Bidder proposes to subcontract and after the Notice of award may only subcontract other portions of the Work with Owner's written consent.
- 10.3 No Contractor shall be required to employ any subcontractor, other person, or organization against whom he has reasonable objection.

11. Bid Form

- 11.1 The Bid form, consisting of the Schedule of Prices, is attached hereto; additional copies may be obtained from Engineer.
- 11.2 Bid Forms must be completed in ink or by typewriter. The Bid price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence.
- 11.3 Bids by corporations must be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

- 11.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 11.5 All names must be typed or printed below the signature.
- 11.6 The Bid shall contain an acknowledgment of receipt of all addenda (the numbers of which shall be filled in on the Bid Form).
- 11.7 The address to which communications regarding the Bid are to be directed must be shown.

12. Submission of Bids

Bids shall be submitted at the time and place indicated in the "Notice To Bidders" and shall be included in an opaque sealed envelope, marked with the Project title, name and address of the Bidder and accompanied by the Bid Security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof. Bids received after the time specified in Section 00030 will be returned unopened. All bids submitted are binding for ninety (90) calendar days following the bid opening.

13. Modification and Withdrawal of Bids.

- 13.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- 13.2 If, within twenty-four hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of his Bid, that Bidder may withdraw his Bid and the Bid Security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work.

14. Opening of Bids

Bids will be opened and read aloud publicly. An abstract of the amounts of the Base Bids and major alternates (if any) will be made available after the opening of Bids.

15. Bids to Remain Open

All Bids shall remain open for Seventy Five (75) days after the day of the bid opening. However, the Owner may, in his sole discretion, release any bid and return the Bid Security prior to that date.

16. Award of Contract

- 16.1 Owner reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive, or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between the indicated product of a unit price times a quantity and the correct product will be resolved in favor of the correct product.
- 16.2 In evaluating Bids, Owner shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices if requested in the Bid forms. It is Owner's intent to accept alternates (if any are accepted) in the order in which they are listed in the Bid form but Owner may accept them in any order or combination.
- 16.3 Owner may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identify of Subcontractors and other persons and organizations must be submitted as provided in the Supplementary Conditions. Operating Costs, maintenance considerations, performance data, and guarantee of materials and equipment may also be considered by Owner.
- 16.4 Owner may conduct such investigations as he deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of the Bidders, proposed Subcontractors, and other persons and organizations to do the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- 16.5 Owner reserves the right to reject the bid of any Bidder who does not pass any such evaluation to owner's satisfaction.
- 16.6 If the contract is to be awarded it will be awarded to the lowest Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.
- 16.7 Owner reserves the right to award all, part or none of the project based on bid results and budget considerations.

17. Signing of Agreement.

When Owner gives a Notice of Award to the Successful Bidder, at least three unsigned counterparts of the Agreement and all other Contract Documents will accompany it. Within seven (7) days thereafter Contractor shall sign and deliver at least three counterparts of the Agreement to Owner with all other Contract Documents attached. Within seven (7) days thereafter Owner will deliver all fully signed counterparts to Contractor. Engineer will identify those portions of the Contract Documents not fully signed by Owner and Contractor and such identification shall be binding on all parties.

18. General Guaranty

Contractor agrees to save the City, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented, invention, article, or appliance furnished or used in the performance of the contract which the contractor is not the patentee, assignee, licensee, or owner. Protect the City against latent defective material or workmanship and to repair or replace any damages or marring occurring in transit or delivery. Pay for all permits, licenses, and fees and give all notices and comply with all laws, ordinances, and rules of the City and State of Illinois.

19. Assignment

Assignment of this contract or any part thereof, or any funds to be received thereunder by the contractor shall be subject to the approval of the City of St. Charles.

20. Equal Opportunity Employer

The City of St. Charles is an equal opportunity employer, and all bidders are required to be equal opportunity contractors as defined by all applicable State and Federal laws and regulations, including Public Act 87-1257 of the Illinois Human Rights Act.

21. Default

The contract may be canceled or annulled by the Purchasing Manager in whole or in part by written notice of default to the contractor upon nonperformance or violation of contract terms. The City may make an award to the next low Bidder or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting contractor (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices provided. The contractor shall continue the performance of this contract to the extent not terminated under the provision of this clause. Failure of the contractor to deliver materials or services within the times stipulated on this bid, unless extended in writing by the City Engineer or his representative, or any other material breach shall constitute contract default.

22. Survival

The provisions hereof shall survive and shall not merge with the resulting purchase order or contract awarded to the successful bidder, but shall be additional terms thereof; and the submission of a bid shall be deemed as acceptance of these terms.

23. Insurance

Detailed insurance requirements are included under Section 00650.

The bidder shall secure and maintain in effect at all times, at his or her expense, insurance of the following kinds and limits to cover all locations of the bidder's operations in connection with work on his or her company's projects, naming the City of St. Charles as an additional insured. The bidder shall furnish Certificates of Insurance to the City before starting construction or within 10 days after the execution of the contract,

whichever date is reached first. All insurance policies shall include a non-cancellation clause provision preventing cancellation without 30 days written prior notice to the City. In case of insurance cancellation, bidder shall obtain a new insurance policy in compliance with this paragraph prior to the effective date of cancellation.

Certificates of insurance must be completed on the ACCORD 25-S form, with the cancellation clause revised and revisions initialed.

24. Completion Date of Project

The City requires the CONTRACTOR to complete all contract work to Substantial Completion on or before April 1, 2016 and Final Completion on or before April 15, 2016. Failure to comply with the deadline for the completion of the project within the specified dates shall result in the enforcement of liquidated damages in the amount of \$1,000.00 per day for each and every calendar day that these improvements remain incomplete for either Substantial or Final completion, in accordance with the Contract Documents and Section 108.05 and 108.09 of the Standard Specifications, along with all fees acquired for extended need for resident engineering services.

25. Working Hours

Normal working hours are from Monday thru Friday 7am- 7pm, Saturday 9am-5 pm, and no work on Sundays.

END OF SECTION

SECTION 00300

LUMP SUM PROPOSAL

TO THE CITY OF ST. CHARLES, ILLINOIS (hereinafter called OWNER):

Proposal of _____
Name and Address of Bidder

_____ **(Hereinafter called BIDDER)** for the improvement, designated in Paragraphs 1-3 below, for:

The project consists of electric manhole installation, concrete and non-concrete PVC pipe installations, streetlight footer, and irrigation conduits, as shown in plans.

1. The plans for the proposed improvement are those prepared by Wills Burke Kelsey Associates, Consulting Engineers and are being administered by THE CITY OF ST. CHARLES ENGINEERING OFFICE, Two East Main Street, St. Charles, Illinois 60174, which plans are designated as **"First Street Streetscape Electric & Utility Improvements"** and which cover the work described in the preceding paragraph above.
2. In submitting this Proposal, the BIDDER declares that the only persons or parties interested in the Proposal as principals are those named herein and that the Proposal is made without collusion with any person, firm, or corporation.
3. The BIDDER further declares that he has carefully examined the Proposal, Plans, Specifications, Agreement, and Contract Bond, and that he has inspected in detail the site of the proposed work, and that he has familiarized himself with all of the local conditions affecting the Contract and the detailed requirements of construction, and understands that in making this proposal he waives all right to plead any misunderstanding regarding the same.
4. The BIDDER further understands and agrees that, if this proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus and other means of construction, and to do all of the work, and to furnish all of the materials specified in the contract, except such materials as are to be furnished by the OWNER in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
5. The BIDDER agrees that this is a LUMP SUM contract and shall include all work depicted on the plans and details and included in the specifications herein. Unit prices are provided for reference only.
6. The BIDDER further agrees that, if the OWNER decides to extend or decrease the improvement, or otherwise alter it by extras or deductions, including the elimination of any one or more items, as provided in the specifications, he will perform the work as altered, increased, or decreased at the contract unit prices bid.

7. The BIDDER further agrees that the OWNER may at any time during the progress of the work covered by this contract order other work or materials incidental thereto and that all such work and materials as do not appear in the proposal or contract as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this CONTRACT, shall be performed in accordance with Article 10 of the General Conditions.
8. The BIDDER further agrees to execute a contract for this work and present the same to the OWNER within seven (7) days after the date of Notice of the Award of the CONTRACT to him.
9. The BIDDER further agrees to begin work not later than fourteen (14) days after receipt of the NOTICE TO PROCEED and after the execution and approval of the Contract, unless otherwise authorized or directed by the OWNER and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract. **BIDDER further agrees to complete all contract work to Substantial Completion by April 1, 2016. Substantial Completion shall be defined as the construction / installation of all work within the Right-of-Way to allow adjacent building construction to proceed. BIDDER further agrees to complete all contract work to Final Completion by April 15, 2016. Final Completion shall be defined as the completion of all pay items and the acceptance of all pay items by the City.** Additional time may be granted by OWNER in accordance with Article 12 of the General Conditions. In case of failure to complete the Work within the time named herein or within such extra time as may have been allowed by extensions, **the BIDDER agrees to pay OWNER ONE THOUSAND DOLLARS (\$1,000.00) as liquidated damages** for delay for each calendar day that expires after the date specified for each phase, which shall be considered and treated not as a penalty, but as damages due the OWNER resulting from the failure of the BIDDER to complete the work within the CONTRACT TIME.

Bid Bond Not Required for this Project

10. The BIDDER submits herewith his schedule of prices covering the WORK to be performed under this CONTRACT; he understands that he must show in the schedule the unit prices for which he proposes to perform each item of work, and that the extensions must be made by him, and that if not so done, his proposal may be rejected as irregular.
11. The undersigned firm in signing this Proposal certifies that it is not barred from bidding on this Contract as a result of a conviction for the violation of State Laws prohibiting bid-rigging or bid-rotating.