

CITY OF GROVE
REVISED BID PACKET

Section I
Notice to Bidder

The City of Grove is currently accepting bids for labor and materials to remodel the former NEO College Building located at 1201 NEO Loop, Grove, OK, plus construct a new canopy for the future City Hall and GMSA office building. Bids must be in a sealed envelope marked “**Sealed Bid-City Hall Remodel**” and received no later than **Friday, November 3, 2023, at 10:00 AM**. Mail or hand deliver sealed bids to the City of Grove, 104 W. 3rd Street, Grove, OK 74344 – Attention Municipal Clerk, Laura Davilla. Electronic bids will be rejected.

Bid specifications and construction drawings may be obtained by contacting Craig Criger, Building and Grounds Superintendent, 918-964-1919.

The City of Grove reserves the right to reject any and/or all bids.

SEAL

ADDENDUM PUBLISHED IN THE GROVE SUN
OCTOBER 13 AND 20, 2023

CITY OF GROVE
REVISED BID PACKET

Section II
Instruction to Bidders

A. SUBMISSION

All bids must be hand-delivered or mailed in a sealed envelope marked: "**SEALED BID – CITY HALL REMODEL**" and should include the bidder's name and address, bids will be received at:

Office of the City Clerk
City of Grove
104 W. 3rd
Grove, Oklahoma 7434

Until: **Friday, November 3, 2023 at 10 a.m.**

If the bid is forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the City of Grove at the above address.

Electronic bids will be rejected.

B. ACCEPTANCE OF BIDS

All bids shall "hold firm" after submission to the City for ninety (90) days.

The City reserves the right to reject any and/or all bids. The City reserves the right to accept the lowest responsible bidder.

The City reserves the right to negotiate particular aspect of the bid item and/or related optional items.

C. BID SPECIFICATIONS AND CONSTRUCTION DRAWINGS

Bid Specifications and Construction Drawings are included in Bid Packet.

D. ADDITIONAL INFORMATION

Additional information related to the project may be obtained by contacting:

Craig Criger, Building and Grounds Superintendent

City of Grove
104 W. 3rd
Grove, Oklahoma 74344
(918) 786-6107 (office); (918) 964-1919 (cell)

E. FORMAT

All bids must be submitted in the format and utilizing the Bid Proposal provided in Section III, Bid Submission Requirements.

CITY OF GROVE
REVISED BID PACKET

Section III
Bid Submission Requirements

All bids must include the following information and must be submitted in the following order:

A. Bid Proposal

All bids must be submitted on the Bid Proposal, as provided in this section.

B. Non-Collusion Affidavit

A signed Non-Collusion Affidavit, as provided in this section, must be submitted.

C. Warranty Information

The bidder must provide a one (1) year warranty on all materials and labor.

D. Contract

Selected bidder will be required to enter a Contract with the City of Grove. The Contract is part of this Bid Packet.

E. Acknowledgement of Addendum Form

City of Grove Addendum No. 1

Edmondson Design Group Architectural Addendum No. 1

Failure to submit any of the items listed in this section shall result in the rejection of the bid.

CITY OF GROVE
REVISED BID PROPOSAL

Proposal of _____ (hereinafter called "Bidder"), organized and existing under the laws of the State of _____, doing business as _____*, to the City of Grove (hereinafter called "Owner").

In compliance with your Solicitation for Bids, Bidder hereby proposes to perform all labor and provide materials former NEO College Building located at 1201 NEO Loop, Grove, OK, plus construct a new canopy for the future City Hall and GMSA office building as described in the Bid Specifications and Construction Drawings.

By submission of this bid, each Bidder certifies, and in the case of a joint bid each party certifies as to its own organization, that this bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this bid, with any other Bidder or with any competitor.

Bidder hereby agrees to commence work within fourteen (14) calendar days of the Notice to Proceed and to fully complete the project within ninety (90) calendar days thereafter.

BID SCHEDULE

| Item Description | Total Price |
|--|-------------|
| BASE BID: Provide Labor and Materials per Bid Specifications and Construction Drawings. | |
| Add Alternate – Windows Per Edmondson Design Group, Architectural Addendum #1 Drawing 1A/A011 and 1B/A011 | |

MATERIALS TAX EXEMPT - All materials purchased for the City of Grove NEO Building Remodel for City of Grove and GMSA Offices will be exempt from sales tax. The City of Grove will provide the successful bidder with a Tax-Exempt letter.

Failure to submit bid on this Bid Proposal Form shall result in the rejection of the bid.

- Insert "a corporation", "a partnership" or "an individual", as applicable.

NON-COLLUSION AFFIDAVIT

STATE OF OKLAHOMA)

) §

COUNTY OF _____)

_____, of lawful age, being first duly sworn upon oath, states that (s)he is the agent authorized by the Bidder to submit the attached bid. Affiant further states that the Bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding or with any State, County or City official or employee as to quantity, quality or contract or in any discussions between bidders any State, County or City official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

Affiant

Subscribed and sworn to before me this ____ day of _____,
2023.

Notary Public

My Commission Expires:

Failure to submit this Non-Collusion Affidavit with Bid shall result in the rejection of the bid.

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT is made and entered into as of _____, 2023 by and between the City of Grove, Oklahoma (the "City") and _____ (the "Contractor").

RECITALS

WHEREAS, the City has entered into a bidding process for certain construction and remodeling at the former NEO College Building located at 1201 NEO Loop, Grove, Oklahoma, and the construction of a canopy for the new City Hall and GMSA office building, Grove, Oklahoma (the "Project" or the "Project Work");

WHEREAS, the Contractor has submitted a bid proposal to the City for the Project that the City has determined to accept; and

WHEREAS, the parties wish to enter into an Agreement detailing the responsibilities of the parties with regard to the Project and the services to be provided by the Contractor.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** The recitals contained hereinabove are acknowledged by the parties as being true and correct and are incorporated by reference herein.

2. **Project Work.** Contractor shall provide materials and trained and experienced labor that meets or exceeds the bid specifications for the Project. The Project shall be performed in accordance with the bid specifications, attached hereto as Exhibit A and incorporated herein by reference. Any incidental materials, equipment or labor necessary to complete the Project Work shall be the responsibility of Contractor, including all expenses related thereto, unless prior approval for additional payment has been obtained from the City. Contractor shall not incur any expenses or other indebtedness on behalf of the City without the prior express written consent of the City. All Project Work shall be professional in quality and workmanship. Contractor will warranty all materials and labor used in the Project for a period of one (1) year.

3. **Clean-up and Restoration.** Contractor is responsible for clean-up and removal of all debris resulting from Contractor's Work. The City reserves the right to expedite the clean-up and/or debris removal if the Contractor does not satisfactorily complete the Work or does not do so in a timely manner. If this occurs, the cost of clean-up and/or debris removal shall be withheld for the final payment to the Contractor. Contractor is also responsible for the restoration of any damage to the grounds due to construction of the project. Restoration includes, but is not limited to, ground leveling, sod replacement, and repair of any damaged appurtenances or equipment.

4. **Payment.** The City agrees to pay the Contractor the amount of \$_____ for material and labor to complete the Project in accordance with the Contractor's bid. An invoice for a progress payment may be submitted by the Contractor to the City thirty (30) days after the commencement of construction, which invoice will be paid within fifteen (15) days subject to the approval of the City. If the deadline for completion of the Project has passed, and unless an extension of that deadline has been agreed to by the parties, the City will withhold any further payments until the Project is 100% complete and has been accepted by the City.

5. **Completion Deadline and Penalty.** Contractor agrees to commence work on the Project within fourteen (14) calendar days of the Notice to Proceed and complete the Project within ninety (90) days thereafter, at which time the City will have the right to approve the Project Work and accept the Project as complete. If the Project is not complete by the scheduled deadline, and the City has not agreed to an extension of that deadline, the Contractor agrees to pay liquidated damages in the amount of \$50.00 per day. The total amount of liquidated damages will be deducted from the final payment from the City to Contractor. The City reserves the right to reject the project in its entirety if the Contractor fails to fulfill its obligations hereunder. If the City rejects the work, the Contractor agrees to forfeit 100% of the contract price and immediately reimburse such amount to City.

Weather Clause. City may grant an extension of time for any delays in performance that were caused by unfavorable weather conditions including:

- Unusual weather patterns;
- Heavy rains;
- Lightning or thunder conditions; and
- Flooding
- Acts of God
- Natural Disasters

6. **Bonds.** Contractor shall provide Payment, Performance and Statutory Bonds, each in 100% of the bid amount, covering faithful performance of, and payment of all obligations arising thereunder in form and substance satisfactory to the City. A Warranty Bond in the amount of 100% of the bid amount covering defective workmanship and materials will be required for a period of one year after acceptance of the project by the City.

7. **Insurance.** Before beginning the performance under this Agreement, Contractor shall procure and maintain in full force Workers' Compensation Insurance and Commercial General Liability Insurance, as well as Commercial Auto Liability Insurance on an occurrence basis. The City and its employees shall be named as additional insureds on each policy except worker's compensation. Coverage will be provided with the following limits of liability: (1) Workers' Compensation Liability - \$500,000; (2) Commercial General Liability Insurance: Bodily Injury and Property Damage Occurrence - \$200,000 each person/claimant and \$1,000,000 in aggregate each occurrence; and (3) Commercial Automobile Liability - \$1,000,000 CSL

8. **Permits and Fees.** Contractor is responsible for obtaining and paying for all permits, testing, utility tap fees and any other fees required to complete this Project. Exception: the cost of all municipal permits and utility tap fees normally required by the City are waived on this Project. Contractor shall comply with all Federal, State and Local laws in its performance of the Project Work.

9. **Independent Contractor.** Contractor shall act as an independent contractor in performing the Project Work. Neither Contractor nor any of its agents or employees shall be considered as partners, joint venturers or employees of the City for any purposes, including but not limited to receipt of City-provided benefits.

10. **Indemnification.** The Contractor agrees to hold the City harmless in the event of any injury to its employees, or the person or property of a third-party, during and as a result of the performance of the construction contemplated by this Agreement.

11. General Provisions.

(a) Entire Agreement. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof and the transactions contemplated herein and supersedes all prior understandings and agreements (oral and written) of the parties with respect to the subject matter hereof.

(b) Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the greatest extent possible.

(c) Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma. Venue of any action arising out of this Agreement shall lie exclusively in Delaware County, Oklahoma.

(d) Further Actions. The parties agree to execute such additional documents as may be necessary to affect the Agreement contemplated herein.

IN WITNESS WHEREOF, the undersigned have hereunto set our hands this ___ day of _____, 2023.

City of Grove

By: Ed Trumbull, Mayor

SEAL

ATTEST

Contractor

Laura Davila, Municipal Clerk

By:

Failure to submit this Contract with Bid shall result in the rejection of the bid.

REVISED BID SPECIFICATIONS & CONSTRUCTION DRAWINGS

The Bid Specifications and Construction Drawings are hereto attached and shall become part of the Bid Packet.

ADDENDUMS

City of Grove ADDENDUM NO. 1

Edmondson Design Group, Architectural ADDENDUM NO. 1

Signed Acknowledgement form of both Addendums must be submitted with Bid Proposal.

**ACKNOWLEDGMENT OF
ADDENDUM NO. 1
CITY OF GROVE
NEO BUILDING REMODEL
FOR CITY OF GROVE AND GMSA OFFICES**

1. FLOORING PREPARATION –
 1. Floor electric boxes shall be disconnected, cut flush with floor and filled with concrete.
 2. All carpet shall be removed.
 3. Alter approximately 150 sq. ft. of entry way ceramic tile

3. FLOORING INSTALLATION – New Millcreek Signature Series Diamond 7” Nantucket Oak 7”W x 48”L Planks shall be installed over existing VCT and carpeted areas. (See specifications attached). New Cove Base ROPPE 640 Creekbed shall be installed.

4. WALL PAINTING – All walls shall be painted with Sherwin Williams Infinity Satin, color selected by City.

5. MATERIALS TAX EXEMPT - All materials purchased for the City of Grove NEO Building Remodel for City of Grove and GMSA Offices will be exempt from sales tax. The City of Grove will provide the successful bidder with a Tax-Exempt letter.

6. DEADLINE EXTENDED – The deadline to submit bids has been extended to 10 a.m. on November 3, 2023.

For information on Addendum No. 1 contact Craig Criger, Buildings & Grounds Superintendent, City of Grove, OK 918-786-6107.

Published in the Grove Sun on Friday, October 13, 2023 and Friday, October 20, 2023.

Posted at City Hall and on the City’s website www.cityofgroveok.gov on Tuesday, October 10, 2023.

I _____ acknowledge receipt of the City of Grove’s Addendum No. 1

Print Name: _____ Signature: _____

Failure to submit this Addendum Acknowledgement form with Bid shall result in the rejection of the bid.

**ACKNOWLEDGMENT OF
ADDENDUM NO. 1
EDMONDSON DESIGN GROUP, ARCHITECTURAL
NEO BUILDING REMODEL
FOR CITY OF GROVE AND GMSA OFFICES**

Section 009111 - Addendum Number 1

PARTICULARS

- 1.01 **DATE: 09 OCTOBER 2023**
- 1.02 **PROJECT: GROVE CITY HALL ADDENDUM**
- 1.03 **OWNER: CITY OF GROVE**
- 1.04 **ARCHITECT: EDMONDSON DESIGN GROUP**

TO: PROSPECTIVE BIDDERS:

- 2.01 **THIS ADDENDUM FORMS A PART OF THE CONTRACT DOCUMENTS AND MODIFIES THE ORIGINAL PROCUREMENT DOCUMENTS DATED 19 OCTOBER 2023.**
- 2.02 **ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED IN THE BID FORM. FAILURE TO DO SO MAY DISQUALIFY THE BIDDER.**
- 2.03 **THIS ADDENDUM CONSISTS OF TWO (2) DRAWING SHEETS: A011 AND A101**

CHANGES TO DRAWINGS:

3.01 **DRAWING 1A/A011 AND 1B/A011**

- A. **REVISION 2: ADDED DEMO OF WALL FOR EXTERIOR WINDOWS
ADDED DEMO FOR WINDOWS ON INTERIOR WALLS
ADDED DEMO FOR INTERIOR DOORS:.....**

3.02 **DRAWING 1A/A101 AND 1B/A101**

- A. **REVISION 2: ADDED EXTERIOR WINDOWS IN EXISTING WALL
ADDED INTERIOR WINDOWS
RECONFIGURED EMERGENCY CALL CENTER TO COUNCIL AND COURTROOM, DELETED NEW WALLS
RECONFIGURED COUNCIL AND COURT ROOM TO EMERGENCY CALL CENTER AND REWORKED WALLS
ADDED DOORS
ADDED WALL AND DOOR AT CHAIR AND TABLE TO CREATE STORAGE.....**

A. END OF SECTION

For information on this Addendum contact Craig Criger, Buildings & Grounds Superintendent, City of Grove, OK 918-786-6107.
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