CITY OF GROVE BID PACKET

Section I Notice to Bidder

ADVERTISEMENT FOR BIDS

The City of Grove is seeking bids for demolition of a portion of the former City Hall and Municipal Services Building aka Grove Community Center located at 104 W. 3rd Street, Grove, OK 74344 per the Bid Documents. Complete sets of the Drawings, Project Manual and other Bidding Documents in portable document format (pdf) are available on the city's website <u>www.cityofgroveok.gov</u>. or may be obtained from the Construction Department of Dewberry Architects Inc., 1350 South Boulder, Suite 600, Tulsa, OK, 74119-3209; (918) 587-7283.

All bids shall be sealed and marked **"Former City Hall Demolition Bid"** and must be received in the office of the City Clerk no later than 9:00 A.M. on January 27, 2025, at which time they will be opened. Mail or hand deliver to City of Grove – 1201 NEO Loop– Grove, OK 74344 - Attention City Clerk, Laura Davila. Electronic Bids will NOT be accepted.

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

Additional information may be obtained by contacting the following in writing: Katie Vondrasek, AIA Dewberry Architects, Inc. 1350 South Boulder, Suite 600 Tulsa, Oklahoma 74119-3209; 918-587-7283 Email: kvondrasek@dewberry.com

A Mandatory Pre-Bid Meeting will be held at the former City Hall, 104 W.3rd Street, Grove, OK 74344, on January 17, 2025, at 10 a.m.

Laura Davila City Clerk

PUBLISHED IN THE GROVE SUN AS A LEGAL NOTICE FRIDAY, JANUARY 3 AND 10, 2025

POSTED AT CITY HALL AND PUBLISHED ON THE CITY OF GROVE WEBSITE <u>www.cityofgroveok.gov</u> BEGINNING FRIDAY, JANUARY 3, 2025, THROUGH JANUARY 27, 2025

CITY OF GROVE BID PACKET

Section II Instruction to Bidders

A. SUBMISSION

All bids must be submitted in a sealed envelope marked **"Former City Hall Demolition Bid"** and must include the bidder's name, address and phone number. Sealed bids must be received in the office of the City Clerk on or before 9 a.m. on Monday, January 27, 2025, at which time they will be opened. Mail or hand deliver bids to:

Office of the City Clerk City of Grove 1201 NEO Loop Grove, Oklahoma 7434

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.

B. ACCEPTANCE OF BIDS

All bids shall "hold firm" after submission to the City for thirty (30) 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

Complete Set of Drawings, Project Manual and other Bidding Documents are available in portable document format (pdf) on the City of Grove's website <u>www.cityofgroveok.gov</u> and or may be obtained from the Construction Department of Dewberry Architects Inc., 1350 South Boulder, Suite 600, Tulsa, OK, 74119-3209; (918) 587-7283.

Katie Vondrasek, AIA Dewberry Architects, Inc. 1350 South Boulder, Suite 600 Tulsa, Oklahoma 74119-3216; 918-587-7283 Email: kvondrasek@dewberry.com

Bids shall be all-inclusive and include materials, labor and other incidental charges for the partial demolition of the 'Former City Hall Building' located at 104 W. 3rd Street, Grove, OK, as specified in the Project Manual and Construction Drawings.

D. BID EVALUATION

Bid evaluation by the City of Grove will be based on a minimum of the following criteria: Completeness of bid documents; contractor's past performance; contractor's reliability factors; contractor's maintainability considerations; contractor's logistical and service support. The City of Grove shall be the sole judge of these criteria, and their decision shall be final.

E. 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.

F. ADDITIONAL INFORMATION

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

Katie Vondrasek, AIA Dewberry Architects, Inc. 1350 South Boulder, Suite 600 Tulsa, Oklahoma 74119-3209; 918-587-7283 Email: kvondrasek@dewberry.com

E. FORMAT

All bids must be submitted on the Bid Proposal form provided in Section III, Bid Submission Requirements.

CITY OF GROVE BID PACKET

Section III Bid Submission Requirements

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

- A. Bid ProposalAll bids shall be submitted on the Bid Proposal form, as provided in this section.
- B. Non-Collusion AffidavitA signed Non-Collision Affidavit, as provided in this section, shall be submitted.
- C. Non-Kickback Affidavit A signed Non-Kickback Affidavit, as provided in this section, shall be submitted with the bid and with each application for payment.
- D. Bid Specifications A signed Bid Specification form shall be submitted
- E. Bid Bond

A Bid Bond in the amount of five percent (5%) of the total amount bid shall be attached to all bids as a guarantee that the successful bidder will, enter a contract and file the required bonds no later than February 12, 2025. A cashier's check made out to the City of Grove may be submitted in lieu of a bid bond.

F. Bonds Required

Performance, Statutory, and Defect Bonds, each in 100% of the bid amount, covering faithful performance, and payment of all obligations arising thereunder, will be required by the City of Grove.

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 of Grove.

G. Insurance

The policies of insurance shall be executed by insurance or indemnity carrier authorized to do business in the state of Oklahoma and shall in all respects conform to the required of the Governmental Tort Claim Act, Title 51 Oklahoma Statutes Section 151 et seq. With liability limits to be no less than the amount specified therein and with City to be an additional insured on all such required policies of insurance.

H. Construction Deadline and Penalty

The successful bidder hereby agrees to commence work within thirty (30) calendar days of the Notice of Award and Notice to Proceed and to fully complete the project within one-hundred-twenty (120) calendar days thereafter. The time will end when the city accepts the project as complete. If construction extends past the one-hundred-twenty (120) calendar days, the successful bidder will be PENALIZED \$100 per day starting on the one-hundred-twenty-first (121st) calendar day and every day thereafter until the project is accepted as complete by the

purchaser. The total PENALTY will be deducted from the final payment of the purchaser to the contractor.

Request for an extension of the one-hundred-twenty (120) calendar days completion requirement must be submitted in writing to the City of Grove and state the reason for the request. The City of Grove reserves the right to deny the request.

Weather days will be allowed as needed upon approval by the City of Grove.

I. Contract

In the event, the attached draft contract document will be used.

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

CITY OF GROVE BID PROPOSAL

Proposal o	f									(hereinafter called "Bidder"),
organized	and	existing	under	the	laws	of	the	State	of	, doing business as
					_*, to †	the	City	of Grov	ve (hereinafter called "Owner").

In compliance with your Solicitation for Bids, Bidder hereby proposes to perform all labor and provide materials per the Project Manual and Construction Drawings. A complete set of Drawings, Project Manual and other Bidding Documents are available in portable document format (pdf) on the City of Grove's website <u>www.cityofgroveok.gov</u> and or may be obtained from the Construction Department of Dewberry Architects Inc., 1350 South Boulder, Suite 600, Tulsa, OK, 74119-3209; (918) 587-7283.

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 thirty (30) calendar days of the Notice of Award and Notice to Proceed and to fully complete the project within one-hundred-twenty (120) calendar days thereafter.

	BID SCH	EDULE		
Total Bid Amount		5	\$	
Bid submitted by:				
	Comp	oany Name		
Company Representative:	Signature		-	
Printed Name:			Title:	
Bid submitted on the	day of		, 2024.	
*Insert "a corporation", "a partr	nership" or "an individ	lual", as applicab	le.	

NOTE: Bid must be submitted on this Bid Proposal form.

CITY OF GROVE 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 _____,2025.

Notary Public

My Commission Expires:

NOTE: This form must be submitted with the bid.

CITY OF GROVE NON-KICKBACK STATEMENT

STATE OF OKLAHOMA)) § COUNTY OF _____)

The undersigned _______, of lawful age, being first duly sworn, on oath states: that this invoice or claim is true and correct; the work, services, or materials as shown by this invoice or claim have been completed or supplied in accordance with the plans, specifications, orders or requests furnished the claimant: that claimant has made no payment directly or indirectly to any elected official, officer, or employee of Meridian Technology Center of Payne County, Stillwater, Oklahoma, of money or other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is required.

Affiant

NOTARY PUBLIC

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public

My Commission Expires:

ACCORDING TO OKLAHOMA STATE LAW, ALL INVOICES OF \$2,000 OR MORE FROM AN ARCHITECT, CONTRACTOR, ENGINEER OR SUPPLIER OF MATERIAL MUST HAVE THE ABOVE AFFIDAVIT SIGNED, NOTARIZED AND RETURNED BEFORE PAYMENT CAN BE PROCESSED.

NOTE: This form must be submitted with the bid.

CITY OF GROVE BID SPECIFICATIONS

A complete set of Drawings, Project Manual and other Bidding Documents are available in portable document format (pdf) on the City of Grove's website <u>www.cityofgroveok.gov</u> or may be obtained from the Construction Department of Dewberry Architects Inc., 1350 South Boulder, Suite 600, Tulsa, OK, 74119-3209; (918) 587-7283.

______ (Bidder) hereby states that they have read and understand the Construction Drawing, Project Manual and other Bidding Documents available as listed above, and will provide Labor and Materials to complete the project per the Bid Documents within one-hundred-twenty (120) calendar days of the NOTICE OF AWARD and NOTICE TO PROCEED.

Title:

Date:

Company Representative:	

Signature

Printed Name:

NOTE: This form must be submitted with the bid.

BID BOND

KNOW ALL PERSONS BE THESE PRESENTS:

That	, as
Principal, and	, as Surety,
are hereby held and firmly bound unto City of Grove, Okl	ahoma, hereinafter called the Owner, in the
sum of	Dollars (\$
for the payment of which sum, well and truly to be made	, we hereby jointly and severally bind
ourselves, our heirs, executors, administrators, successor	rs, and assigns.

WHEREAS, the Bidder has submitted to the City of Grove, Oklahoma, a certain bid which is attached hereto and hereby made a part hereof, to enter into agreement, for furnishing labor and materials for the **Former City Hall Demolition**.

NOW, THEREFORE, if the Owner shall accept the bid of the Principal and the Principal shall enter into a Contract with the Owner in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding of Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Owner the difference not to exceed the penalty hereof between the amount specified in the bid and such larger amount for which the Owner may in good faith contract with another party to perform the Work covered by the bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this	day of	, 20
		PRINCIPAL:
(Seal)		
		Ву
ATTEST:		SURETY:
		Ву
		Title

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That	, as Principal,
and	, a corporation
organized under the laws of the State of	_ and authorized to transact business in the State
of Oklahoma, hereinafter called Surety, are held and fin	mly bound unto City of Grove, Oklahoma, as
Obligee, hereinafter called the Owner in the amount of	Dollars (\$
) in lawful money of the United States of Americ	ca, for the payment of which, well and truly to be
made, we bind ourselves and each of us, our heirs, exec	utors, administrators, trustees, successors, and
assigns, jointly and severally, firmly by these presents.	

WHEREAS, the Principal has by written agreement dated ______, 20_____ entered into a Contract with Owner for the **Former City Hall Demolition**, in accordance with Drawings and Specifications prepared by Dewberry; 1350 South Boulder, Suite 600; Tulsa, Oklahoma 74119-3209, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, if the Principal shall, in all particulars, well, truly, and faithfully perform and abide by said Contract and each and every covenant, condition, and part thereof and shall fulfill all obligations resting upon the Principal by the terms of said Contract and the specifications; and if the Principal shall promptly pay, or cause to be paid, all labor, materials, and/or repairs and all bills for labor performed on the work, whether by sub-contract or otherwise; and if the Principal shall protect and save harmless the City of Grove, Oklahoma, from all loss, damage, and expense to life or property suffered or sustained by any person, firm, or corporation caused by the Principal or his or its agents, servants, or employees in the construction of the work, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or form any act or omission of the Principal or his or its agents, servants, or employees, and if the Principal shall protect and save the City of Grove, Oklahoma, harmless from all suits and claims of infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year set forth below. Signed and sealed this ______ day of ______, 20_____.

	PRINCIPAL:
(Seal)	Ву
ATTEST:	Бу
	SURETY:
	By

STATUTORY BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That		as Principal,	
hereinafter called Contractor, and		, a corporation	
organized under the laws of the State of	_and aut	thorized to	
transact business in the State of Oklahoma, hereinafter called Surety, are held a	nd firmly	bound unto	
the City of Grove, Oklahoma, as Obligee, in the amount of			
Dollars (\$) in lawful money of the United States of	f Americ	a, for the	
payment of which, well and truly to be made, we bind ourselves and each of us,	our heir	s, executors,	
administrators, trustees, successors, and assigns, jointly and severally, firmly by	these pr	esents.	
WHEREAS, Contractor has by written agreement dated	, 20	entered into a	
Contract with Owner for in accordance w	with Dray	wings and	
Specifications prepared by Dewberry; 1350 South Boulder, Suite 600; Tulsa, Okla	ihoma 7	4119-3209,	
which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.			
NOW, THEREFORE, if said Contractor shall fail or neglect to pay all indebtedness incurred by said Contractor or subcontractors of said Contractor who perform work in the performance of such contract, for labor and materials and repairs to and parts for equipment used and consumed in the performance of said Contract within thirty (30) days after the same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this bond, the amount so due and unpaid.			
It is further expressly agreed and understood by the parties hereto that no change	-		

Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond. IN WITNESS WHEREOF, the said Contractor has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized seal to be hereunto affixed by its duly authorized seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

Signed and sealed this	day of	, 20
		PRINCIPAL:
		By
ATTEST:		SURETY:
		By

Attorney-in-Fact

DEFECT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That		_as Principal,
hereinafter called Contractor, and		_, a corporation
organized under the laws of the State ofa	and authorized	to transact
business in the State of Oklahoma, hereinafter called Surety, are held and	firmly bound	unto City of
Grove, Oklahoma, as Obligee, hereinafter called Owner, in the amount of		
Dollars (\$) in lawful money of the United States of America,	, for the paym	ent of which,
well and truly to be made, we bind ourselves and each of us, our heirs, exercise	ecutors, admii	nistrators,
trustees, successors, and assigns, jointly and severally, firmly by these pre	sents.	
WHEREAS, Contractor has by written agreement dated	, 20	_entered into a
Contract with Owner for the Former City Hall Demolition, in accordance w	with Drawings	and
Specifications prepared by Dewberry; 1350 South Boulder, Suite 600; Tuls	a, Oklahoma	74119-3209,
which contract is by reference made a part hereof, and is hereinafter refe	rred to as the	Contract.
NOW, THEREFORE, if said Contractor shall pay or cause to be paid to Owner expense which may result by reason of defective materials and/or workma work, occurring within a period of one (1) year from and after acceptance this obligation shall be null and void, otherwise to be and remain in full for	anship in conr of said projec	ection with said t by Owner then

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said Contractor has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year set forth below.

Signed and sealed this	day of		, 20	·
		PRINCIPAL:		
		Ву		
ATTEST:		SURETY:		
		Ву		

Attorney-in-Fact

AGREEMENT FORM

Made as of the	day of	_ in the year <u>Two Thousand and Twenty-Five</u>
BETWEEN the Owner:	City of Grove 1201 NEO Loop Grove, OK 74344	
and the Contractor:		
The Project is:	Former City Hall Dem City of Grove, OK	olition
The Architect is:	Dewberry 1350 S. Boulder, Suite Tulsa, OK 74119-320	

The Owner and Contractor agree as set forth below.

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION AND FINAL COMPLETION

3.1 The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issue by the Owner. Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than <u>One-Hundred-Twenty (120) Calendar Days from date of Notice to Proceed</u> subject to adjustments of this

Contract Time as provided in the Contract Documents. It is further agreed that said completion schedule is reasonable, and the Contractor and the Contractor's surety, if any, shall prosecute said work regularly, diligently and continuously at such rate of progress as will insure full completion thereof within the time specified, that time is of the essence of this Contract, and that if the Contractor or the Contractor's surety shall neglect, fail or refuse to complete the Work within the time specified, then the Contractor or the Contractor's surety does hereby agree, as a partial consideration for the awarding of this Contract, to pay the Owner, not as a penalty, but as liquidated damages, for such breach of contract, the sum of <u>One Hundred dollars (\$100.00)</u> for each and every calendar day the contract shall be in default after the time stipulated for completing the work.

3.3 The Contractor shall achieve Final Completion of the entire Work of the Contractor not later than thirty (30) calendar days from Substantial Completion, subject to adjustments of this Contract Time as provided in the Contract Documents.

ARTICLE 4 CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of ______

(\$.00), subject to additions and deductions as provided in the Contract Documents.

BASE BID = \$_____.00

ARTICLE 5 PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month prior to submittal.

5.3 Provided an Application for Payment is received by the Architect not later than the 8th day of a month, the Owner shall make payment to the Contractor not later than the first Tuesday of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than the next payment cycle after the Architect receives the Application for Payment.

5.4 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

5.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage as stipulated in the General Conditions. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Subparagraph 7.3.8 of the General Conditions even though the Contract Sum has not yet been adjusted by Change Order;

5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%);

5.6.3 Subtract the aggregate of previous payments made by the Owner; and

5.6.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General Conditions.

5.7 The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances:

5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to Ninety Five percent (95%) of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work and unsettled claims; and

5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions.

ARTICLE 6 FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the Architect's final Certificate for Payment.

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 8 TERMINATION OR SUSPENSION

8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

9.1.1 This Agreement Form.

9.1.2 The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201, 2007 Edition.

9.1.3 The General and other Conditions of the Contract are those contained in the Project Manual dated October 11, 2024.

9.1.4 The Specifications are those contained in the Project Manual.

9.1.5 The Drawings are as follows, and are dated October 11, 2024, unless a different date is shown below:

COVER SHEET G-001 INDEX SHEET S001 GENERAL NOTES S101 FOUNDATION PLAN AD101 DEMOLITION PLAN AD102 ROOF DEMOLITION PLAN A-101 ANNOTATION PLAN A-102 ROOF ANNOTATION PLAN A-201 DETAIL SHEET P-001 PLUMBING NOTES AND SCHEDULES PD-101 PLUMBING DEMOLITION PLAN M-001 MECHANICAL SYMBOLS, LEGENDS & NOTES MD-101 FIRST FLOOR MECHANICAL DEMOLITION PLAN MD-102 ROOF MECHANICAL DEMOLITION PLAN E-001 ELECT NOTES, SYMBOLS & ABBREV. ED-101 ELECTRICAL DEMOLITION ED-102 ELECTRICAL ROOF DEMOLITION PLAN

9.1.6 The Addenda, if any, are as follows:

None Issued

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

9.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER:

CONTRACTOR:

(Signature)

(Signature)

<u>Debbie Botteroroff, City Manager</u> (Printed Name and Title)

(Printed Name and Title)

END OF DOCUMENT