

CITY OF GROVE  
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, 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, January 5, 2024, at 10:00 AM**. Mail or hand deliver sealed bids to the City of Grove, 104 W. 3<sup>rd</sup> Street, Grove, OK 74344 – Attention City Clerk, Laura Davilla. Electronic bids will be rejected.

Bid specifications and construction drawings are part of the Bid Packet. Original architectural drawings of the existing NEO Building may be obtained upon request by contacting Craig Criger, Building and Grounds Superintendent, 918-964-1919.

**An on-site visit is required.** Contact Craig Criger, Buildings and Grounds Superintendent, 918-964-1919 to schedule an on-site visit.

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

SEAL

CITY OF GROVE  
BID PACKET

Section II  
Instruction to Bidders

A. SUBMISSION.

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

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, January 5, 2024 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. ON-SITE VISIT REQUIRED.

All bidders must visit the site to be eligible to submit a bid. To schedule an on-site visit contact Craig Criger, Building and Grounds Superintendent, at 918-964-1919.

D. CONSTRUCTION DRAWINGS & BID SPECIFICATIONS.

Construction Drawings and Bid Specifications are part of the Bid Packet. Original architectural drawings of the existing NEO Building may be obtained upon request by contacting Craig Criger, Building and Grounds Superintendent, 918-964-1919.

E. 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)

## BID SPECIFICATIONS

1. FLOORING PREPARATION –
  - a. Floor boxes shall be disconnected, cut flush with floor and filled;
  - b. All carpet shall be removed;
2. 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.
3. NEW WALLS – Shall be constructed per construction drawings and insulated for sound proofing with R-13 insulation.
4. EXISTING WALLS – Shall be remodeled per construction drawings with partial cabinetry  
Shall be removed per construction drawings
5. WALL PAINTING – All walls shall be painted with Sherwin Williams Infinity Satin, 100% acrylic, advanced performance paint and primer, antimicrobial (provides mold and mildew-resistant finish), color selected by City.
6. DOORS – One set of matching glass double doors shall be installed per construction drawings  
Matching Wood 36” interior doors shall be installed throughout the building per construction drawings

CITY OF GROVE  
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 form, as provided in this section.

B. Non-Collusion Affidavit

A signed Non-Collision 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. Construction Agreement

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

E. On-Site Visit Checklist

All bidders must visit the site and must include the On-Site Checklist provided by the City to be eligible to submit a bid.

**Failure to submit any of the items listed in this section or failure to visit the site shall result in the rejection of the bid.**

CITY OF GROVE  
BID PROPOSAL FORM

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 to remodel the former NEO College Building located at 1201 NEO Loop, Grove, OK, for the future City Hall and GMSA office building as described in the Bid Packet and on the 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. Weather days are permitted per the Construction Agreement.

**BID SCHEDULE**

Item Description	Total Price
BASE BID: Provide Labor and Materials per Bid Packet and Construction Drawings.	
Add Alternate – Material and Labor for installation of plumbing and fixtures for the restroom shown on the Construction Drawings.	

**MATERIALS TAX EXEMPT** - All materials purchased in the State of Oklahoma for the City of Grove NEO Building Remodel Project 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 \_\_\_\_\_,  
2024.

\_\_\_\_\_  
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 \_\_\_\_\_, 2024 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 of the former NEO College Building located at 1201 NEO Loop, Grove, Oklahoma, 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 labor that meets or exceeds the bid specifications for the Project. The Project shall be performed in accordance with the bid specifications and construction drawings, 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; invoice will be paid within thirty (30) days or less, 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 completed 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.

6. **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; flooding
- Acts of God ; Natural Disasters

7. **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.

8. **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

9. **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 and GMSA are waived on this Project. Contractor shall comply with all Federal, State and Local laws in its performance of the Project Work.

10. **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.

11. **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.

12. **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 \_\_\_\_\_, 2024.

City of Grove

\_\_\_\_\_  
By: Ed Trumbull, Mayor

SEAL

ATTEST

Contractor

\_\_\_\_\_  
Laura Davila, City Clerk

\_\_\_\_\_  
By:

**Failure to submit this Construction Agreement with Bid shall result in the rejection of the bid.**



**NEO BUILDING REMODEL PROJECT  
ON-SITE VISIT CHECKLIST**

Date of On-Site Visit: \_\_\_\_\_

Bidder's Company Name: \_\_\_\_\_

Bidder's Company Address: \_\_\_\_\_

Reviewed the following:

Construction Drawings: \_\_\_\_\_

Bid Specifications:

Flooring w/base: \_\_\_\_\_

Paint type & color: \_\_\_\_\_

Floor boxes: \_\_\_\_\_

New walls: \_\_\_\_\_

Existing walls: \_\_\_\_\_

Bid Packet:

Bid Submission: \_\_\_\_\_

Bid Proposal: \_\_\_\_\_

Base Bid: \_\_\_\_\_

Add Alternate: \_\_\_\_\_

Non-Collusion

Affidavit: \_\_\_\_\_

Construction

Agreement: \_\_\_\_\_

Tax Exemption: \_\_\_\_\_

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Craig Criger  
Buildings & Grounds Superintendent

**Failure to submit this On-Site Checklist with Bid shall result in the rejection of the bid.**



# COREtec Plus Plank 7"

## Product Specifications

Style Number	VV024
Construction	Waterproof Foamed Core
Edge Profile	Micro Bevel
Nominal Dimensions	7" wide, 48" long

	US Units	Metric Units
Actual Product Width	7.13"	18 cm
Actual Product Length	48.03"	122 cm
Wear Layer Thickness	20 mil (0.02")	0.5 mm
Overall Product Thickness	0.314"	8 mm
Core Thickness	0.256"	6.5 mm
Attached Underlayment	Attached Cork	
Attached Underlayment Thickness	0.059"	1.5 mm
Finish	UV Acrylic	
Installation Methods	Floating or Direct Glue	
Profile	Angle/Tap	
Country of Origin	Imported	

## Packaging

Area per Box	38.03 sq ft	4 sq m
Pieces per Box	16 pcs	
Weight per Box	63.05 lbs	28.59 kg
Boxes per Pallet	35 boxes	



210 Kingswood Oak

## Colors





# COREtec Plus Plank 7"

The list of colors below complements the entire range of colors available for the current product.

105 Dune	703 Waterfront Oak	704 Saginaw Oak
708 Hudson Valley O	3036 Muford Oak	5060 Stockton Oak
5062 Brixton Oak	7034 Eastwell Oak	8013 Foxbury Oak

## Performance

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Static Load (ASTM F970)	Passes
Residual Indentation (ASTM F1914)	Passes
Resistance to Heat (ASTM F1514)	Passes
Resistance to Light (ASTM F1515)	Passes
Resistance to Chemicals (ASTM F925)	Passes
Smoke Density (ASTM E662)	Passes
Radiant Panel (ASTM E648)	Passes, Class I
Slip Resistance (ASTM D2047)	<a href="#">ADA compliant</a>

Test Reports may be included or listed by the manufacturing/inventory style number as opposed to the noted selling style number.

## Warranties

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USF Lifetime

[Residential Resilient Limited Warranty - Defects, Wear, Waterproof, Petproof](#)

Wpc 15 Yr Com Ltd

Com Ub Bond 4100/4151

## Certifications

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FloorScore Certified

GreenGuard (Certification, Gold, Private Label) Certified

