

CITY OF GROVE
BID PACKET

Section I
Notice to Bidder

The City of Grove is currently accepting bids for:

The City of Grove is accepting sealed bids for labor-only curb, gutter, and flatwork concrete services for the new Police Station and Fire Station.

Bids must be in a sealed envelope marked **CONCRETE SERVICES – LABOR ONLY- POLICE AND FIRE** and received by Karyn Pesich, City Clerk, no later than 9:00 A.M.(CST) on February 23, 2026 at the City of Grove office at 1201 NEO Loop, Grove, Oklahoma 74344.

Specifications are included in the Bid Packet and are available at the above address, online www.cityofgroveok.gov or call 918-786-6107 for a copy to be e-mailed, faxed or mailed.

For more information about the project please contact Deric Douthit, Public Works Director, 918-786-6107.

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

SEAL

Darren Cook
City Manager

Karyn Pesich
City Clerk

CITY OF GROVE
BID PACKET

Section II
Instruction to Bidders

A. SUBMISSION

All bids must be submitted in a sealed envelope marked: **CONCRETE SERVICES – LABOR ONLY- POLICE AND FIRE** and should include the bidder's name and address, bids will be received at:

Karyn Pesich, City Clerk
City of Grove
1201 NEO Loop
Grove, Oklahoma 74344

Until: 9:00 A.M. (CST) on February 23, 2026

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

Bid Specifications are included in Bid Packet. Bids shall be all-inclusive and include labor and other incidental charges for the concrete services as described in the specifications. Exceptions and/or inability to complete the work in the time specified may result in the Contractor not being considered.

It is the responsibility of the bidder to contact

Deric Douthit
1201 NEO Loop Grove, Oklahoma
918-786-6107 (office)

to make arrangements to schedule an on-site visit prior to submitting a bid.

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:

Deric Douthit, Public Works Director

City of Grove
1201 NEO Loop
Grove, Oklahoma 74344
918-786-6107 (office)

G. FORMAT

All bids must be submitted in the format and utilizing the Bid Proposal 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 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-Collision Affidavit, as provided in this section, must be submitted.

C. 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.

D. Construction Deadline and Penalty

The successful bidder hereby agrees to fully complete the **Police Station** project no later than **April 17, 2026**. The time will end when the purchaser accepts the project as complete. If construction extends past April 17, 2026, the successful bidder will be PENALIZED \$100 per day starting on April 18, 2026 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.

The successful bidder hereby agrees to fully complete the **Fire Station** project no later than **May 22, 2026**. The time will end when the purchaser accepts the project as complete. If construction extends past May 22, 2026, the successful bidder will be PENALIZED \$100 per day starting on May 23, 2026 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.

Weather days will be allowed as needed and must be approved by the City of Grove.

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

E. Warranty Information

The bidder must provide all warranty information in this proposed bid. The bidder must also provide the name and address of the nearest service location for the proposed bid item.

F. References.

The bidder must provide a minimum of three references of like jobs; municipalities preferred.

G. Contract

The successful bidder will be required to enter into a Contract with the City of Grove.

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 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").

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

In compliance with the Solicitation for Bids, Bidder hereby proposes to perform all labor for curb, gutter, and flatwork concrete services for the new Police Station.

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 fully complete the Police Department project no later than April 17, 2026 and the Fire Department Project no later than May 22, 2026.

BID SCHEDULE

Police Station	
Fire Station	
Total Bid Amount	\$

NOTE: Bid must be submitted on Bid Proposal.

Bid submitted by: _____
Company Name

Company Representative: _____
Signature

Title: _____

Bid submitted on this ____ day of _____, 20____.

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 _____, 20____.

Notary Public

My Commission Expires:

NOTE: This form must be submitted with the bid.

CITY OF GROVE

CONCRETE SERVICES FOR THE NEW POLICE STATION

BID SPECIFICATIONS

Specifications are as follows:

Labor-Only Scope Clarification:

All concrete work described herein is labor-only. Concrete materials will be provided by the City in accordance with the bid specifications.

1 — Police Department Work

KDOT Type I ADA-Compliant Concrete Curb

- Quantity: 2,400 linear feet
- Specification: KDOT Standard Curb – Type I, ADA compliant
- Work Includes:
 - Form, pour, and place concrete curb
 - ADA-compliant slopes, transitions, and tie-ins
 - Proper finishing, curing, alignment

Materials:

- Concrete shall be furnished by the City.

ADA-Compliant Concrete Flatwork

- Quantity: 3,260 square feet
- Work Includes:
 - Form, pour, and place concrete pavement/sidewalk
 - ADA-compliant grades, ramps, landings, and texture
 - Finish, jointing, and curing to ADA standards

Materials:

- Concrete shall be furnished by the City.

2 — Fire Department Work

KDOT Type I ADA-Compliant Concrete Curb

- Quantity: 2,300 linear feet
- Specification: KDOT Standard Curb – Type I, ADA compliant
- Work Includes: (Labor ONLY)
 - Form, pour, and place concrete curb
 - ADA-compliant slopes, transitions, and connections
 - Finishing and curing per KDOT standards

Materials:

- Concrete shall be furnished by the City.

ADA-Compliant Concrete Flatwork

- Quantity: 40,000 square feet
- Work Includes:
 - Form, pour, and place concrete pavement/flatwork
 - ADA-compliant slopes, ramps, landings, and surface finish
 - Final curing, edging, jointing per ADA/KDOT standards

Materials:

- Concrete shall be furnished by the City.

Bids are due no later than 9:00 a.m. (CST) on February 23, 2026 and may be mailed or hand delivered to Karyn Pesich, City Clerk at 1201 NEO Loop, Grove, Oklahoma 74344. Bids will not be accepted by e-mail or fax.

**CITY OF GROVE
CONCRETE SERVICES PROJECT – POLICE AND FIRE
CONTRACT**

This AGREEMENT made on this _____ day of _____ 20____ by and between The City of Grove, Oklahoma (hereinafter referred to as "Owner"), and _____ (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, Contractor has the personnel, qualifications, training, experience, knowledge and equipment to safely and efficiently perform concrete construction services including forming, pouring and placing **KDOT Type I curb** and **ADA-compliant concrete flatwork**, per the Bid Specifications, and is willing to provide such services to Owner.

NOW THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the parties agree as follows:

1. Concrete Services Project.

The Contractor shall provide all labor, equipment, forms, tools, and incidental materials necessary to perform the concrete construction project for the Owner, including but not limited to:

- Forming, placing, and finishing **KDOT Type I curb**
- Forming, placing, and finishing **ADA-compliant concrete flatwork**
- All related and incidental concrete Work

The Owner shall provide all concrete material required for the Work.

The Contractor shall coordinate with the Owner for concrete delivery scheduling and placement.

All Work shall be performed in accordance with the bid specifications, attached hereto as Exhibit "A" and incorporated herein by this reference. All Work shall be professional in quality and workmanship and shall herein be called the "Work." Any incidental equipment, supplies or labor necessary for completion of the project as specified is the responsibility of the Contractor.

2. Payment.

Owner agrees to pay Contractor the sum of _____ (\$_____) for labor and services required to perform the Work described herein. (Concrete material provided by Owner.) Certificates for payment may be submitted on or before the first day of each month. Approval of such payment requests shall be made by the Owner, in its sole discretion. Payments will be paid by the 30th of the month.

3. Retainage.

The Owner shall pay 90% of the amount due the Contractor as approved on progress payments until 50% of the work is complete. After 50% of the work is complete, and if the manner of completion of the Work and its progress are acceptable to the Owner, the Owner may pay 95% of the amounts due to the Contractor on progress payments.

If the deadline for completion of this project has passed, unless an extension of time has been requested and approved, the Owner will withhold any further payments until the project is 100% complete and accepted.

4. Expenses.

Unless otherwise provided herein, Contractor shall furnish, at Contractor's own expense, all labor, supplies, equipment, forms, tools, and materials **except the concrete itself**, which shall be supplied by the Owner.

Contractor shall not incur any indebtedness on behalf of the Owner without the express written consent of Owner to specific indebtedness.

5. Insurance.

Before beginning the performance of its duties pursuant to the Agreement, Contractor shall procure and maintain in full force Workers' Compensation Insurance and Commercial General Liability Insurance, Commercial Auto Liability Insurance on an occurrence basis. Owner, its officers, agents, contractors, employees and volunteers shall be named as additional insured on each policy except worker's compensation. Coverage will be provided with the following limits of liability:

<u>Workers' Compensation Liability</u>	\$500,000
<u>Commercial General Liability Insurance:</u>	
Bodily Injury and Property Damage Occurrence	\$200,000 each person/claimant \$1,000,000 in aggregate each occurrence
<u>Commercial Automobile Liability</u>	\$1,000,000 CSL

Contractor shall indemnify, to the extent permissible by law, hold harmless and defend the Owner from and against any and all claims, actions, damages, liability and expenses including but not limited to, any attorneys' and other professional fees and court costs, in connection with the Work.

6. Permits, Testing and Other Fees, and Compliance with all Laws.

Contractor is responsible for the cost of all permits, testing, and any other fees required to complete this project, unless waived by the Owner. Contractor shall comply with all Federal, State and Local laws in performance of the Work.

7. Personnel.

Contractor shall provide trained and experienced personnel. Contractor shall indemnify and hold Owner harmless against any liability for any such payments for any and all personnel.

8. Construction Deadline and Penalty.

The Contractor hereby agrees to commence work within 14 days of the Notice to Proceed and to fully to complete construction of all work specified herein no later than **April 17, 2026 for the Police Station and May 22, 2026 for the Fire Station**. The contract time will end when the Owner accepts the project as complete. If the period from the Notice to Proceed to Owner's acceptance of the project extends beyond April 17, 2026 for the Police Station and May 22, 2026 for the Fire Station the successful bidder will pay liquidated damages at the rate of \$100 per day commencing on April 18, 2026 for the Police Station and May 23, 2026 for the Fire Station, and continuing every day thereafter until the project is accepted as complete by the Owner. The total amount of liquidated damages will be deducted from the final payment of the Owner to the Contractor. The Owner reserves the right to reject the project

in its entirety if the Contractor fails to fulfill its obligations hereunder. If the Owner rejects the work, the Contractor agrees to forfeit 100% of the contract price and immediately reimburse such amount to Owner.

9. Clean-up and Restoration.

Contractor is responsible for clean-up and removal of all debris resulting from Contractor's Work. The Owner reserves the right to expedite 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 from 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.

10. Relationship of Parties.

Contractor shall act as an independent contractor in performing the Work. Neither Contractor nor any of its agents shall be considered partners, co-venturers, or employees of Owner for any purposes.

11. Warranty.

Contractor expressly warrants all work, including but not limited to materials, supplies, and workmanship (other than concrete supplied by Owner), to be free from defect for a minimum period of _____ years following acceptance of the Work by Owner.

12. Miscellaneous.

Governing Law. This Contract shall be governed by the laws of the State of _____.

Severability and Waiver. Invalidity of any provision shall not affect the remainder of the Contract. Failure to enforce any term shall not be considered a waiver.

Notices. All notices shall be in writing and delivered personally or via certified mail.

Entire Agreement. This Contract and all attachments constitute the entire agreement between Owner and Contractor. No modification is valid unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first set forth above.

Owner

City of Grove

Contractor

By: _____

Authorized Official

By: _____

Authorized Official

EXHIBIT A

CITY OF GROVE

CONCRETE SERVICES FOR THE NEW POLICE STATION

BID SPECIFICATIONS

Specifications are as follows:

Labor-Only Scope Clarification:

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1 — Police Department Work

KDOT Type I ADA-Compliant Concrete Curb

- Quantity: 2,400 linear feet
- Specification: KDOT Standard Curb – Type I, ADA compliant
- Work Includes:
 - Form, pour, and place concrete curb
 - ADA-compliant slopes, transitions, and tie-ins
 - Proper finishing, curing, alignment

Materials:

- Concrete shall be furnished by the City.

ADA-Compliant Concrete Flatwork

- Quantity: 3,260 square feet
- Work Includes:
 - Form, pour, and place concrete pavement/sidewalk
 - ADA-compliant grades, ramps, landings, and texture
 - Finish, jointing, and curing to ADA standards

Materials:

- Concrete shall be furnished by the City.

2 — Fire Department Work

KDOT Type I ADA-Compliant Concrete Curb

- Quantity: 2,300 linear feet
- Specification: KDOT Standard Curb – Type I, ADA compliant
- Work Includes: (Labor ONLY)
 - Form, pour, and place concrete curb
 - ADA-compliant slopes, transitions, and connections
 - Finishing and curing per KDOT standards

Materials:

- Concrete shall be furnished by the City.

ADA-Compliant Concrete Flatwork

- Quantity: 40,000 square feet
- Work Includes:
 - Form, pour, and place concrete pavement/flatwork
 - ADA-compliant slopes, ramps, landings, and surface finish
 - Final curing, edging, jointing per ADA/KDOT standards

Materials:

- Concrete shall be furnished by the City.





