

Division 00 10 00

Solicitation

Notice is hereby given that the Town of Luther, hereinafter called the "Owner" will receive sealed bids at the Town of Luther Town Hall, 108 S. Main Street, Luther, OK 73054 (PO Box 56, Luther, OK 73054 for mailing through USPS) until 2:00 p.m. July 15, 2024, at which time they will be opened and read aloud, to wit:

Item	Description	Qty.	Unit
1	Pre-Engineered Metal Building Structure and Erection	1	LSUM
2	Pre-Engineered Metal Building Foundation and Slab	1	LSUM
3	Clearing and Grubbing	1	LSUM
4	Site Grading	1	LSUM
5	Mechanical Systems	1	LSUM
6	Electrical Systems	1	LSUM
7	Architectural Requirements and Finishes	1	LSUM
8	Concrete Driveway and Exterior Slabs	1	LSUM
9	Gravel Paving	1	LSUM
10	Chain Link Fence and Gates w/ Climb Barrier	1	LSUM
11	Erosion Control	1	LSUM
12	Water Utility	1	LSUM
13	Sewer Service Connection	1	LSUM
14	Hydromulch Bermuda Grass	1	LSUM

Bids submitted earlier than ninety-six (96) hours before the Bid Opening will be rejected and returned unopened. Upon receipt at the specified time, all bids will be carefully examined to ensure they are complete and accurate. All construction work and materials provided must adhere strictly to the Contract Documents prepared by Cimarron Valley Engineering, LLC.

The contract will be granted to the bidder who offers the lowest price, demonstrates responsiveness and responsibility. The Owner retains the authority to rectify any minor clerical errors in the bids as permitted by Oklahoma Law. Furthermore, the Owner maintains the right to refuse any or all bids as outlined in accordance with the Oklahoma Public Competitive Bidding Act of 1974. Bids submitted with conditions will not be considered.

Each bidder must submit their original bid, lodged with the Town of Luther, accompanied by a Certified or Cashier's Check from a solvent Oklahoma bank, or a Bidder's Bond. This bond must be equivalent to five (5) percent of the bid amount, serving as a guarantee of the bidder's capability to fulfill the contract bid and enter into a written agreement with the Owner. This agreement obligates the bidder to execute the work and/or supply the materials in compliance with the provided Plans

and Specifications, as well as furnish the necessary bonds in accordance with the requirements of the Public Competitive Bidding Act of 1974.

The Owner will withhold the deposit as liquidated damages if the successful bidder fails to execute the contract and provide the specified bonds within the allotted timeframe. Deposits from unsuccessful bidders will be returned upon the completion of the Contract and provision of required bonds.

Each bidder must submit a sworn written statement affirming that they have not engaged in any agreements, either direct or indirect, with other bidders regarding bid prices, bid limitations, payment for promotional expenses, or subcontracting arrangements.

Construction, Maintenance, and Statutory Payment Bonds, amounting to 100% of the contract price, are mandatory for this project. These bonds must be secured from a Corporate Surety licensed in Oklahoma and approved by the Owner and Consulting Engineer. The bidder must identify the Surety or Sureties responsible for signing the bond if the contract is awarded. The Maintenance Bond will ensure the repair of any damage resulting from faulty materials or workmanship for a period of one (1) year following the Owner's acceptance of the work.

The project's information and bidding documents are accessible through the designated bidding website: www.civcastusa.com. Bidders are required to register on this website as plan holders, regardless of whether they obtain the bidding documents from the designated website or another source, either electronically or in paper format. The designated bidding website will be regularly updated with addenda, lists of registered plan holders, reports, and other pertinent information crucial for submitting a bid. All official notifications, addenda, and other bidding documents will be exclusively available through the designated bidding website. The Owner and Engineer shall not be held responsible for any bidding documents, including addenda, acquired from sources other than the designated bidding website.

Printed copies of the bidding documents can be procured from the designated bidding website for an additional fee. Refer to the designated website for further details.

For all further details regarding bid submission, qualifications, procedures, and contract award, please refer to the Instructions to Bidders included in the Bidding Documents.

Bids must remain valid for 45 days following the bid opening date. Within this period, the Owner retains the right to award the contract to the lowest responsive, responsible bidder or reject any or all bids for the project.

The Owner reserves the right to reject any or all bids, waive irregularities in bids deemed to be in the best interests of the Owner, and reject nonconforming, nonresponsive, or conditional bids. In the event of ambiguity or lack of clarity in bid pricing, the Owner reserves the right to interpret bids in the most advantageous manner or reject them outright.

Unreasonable or unbalanced unit prices will be grounds for rejecting any bid or bids.

This notice is issued by:
Owner: Town of Luther
By: Scherrie Pidcock
Title: Town Manager/Clerk-Treasurer-FPA
Date: June 24, 2024