

1 **INVITATION TO BID**

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3 BIDS: June 22, 2017

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5  
6 GRANT COUNTY  
7 LEC, SOCIAL SERVICES & ADRC  
8 8820 HWY 35/61/81  
9 SOUTH LANCASTER TOWNSHIP, WI 53813

10  
11 FOR

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13 GRANT COUNTY  
14 111 S. JEFFERSON STREET  
15 LANCASTER, WISCONSIN 53813

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17  
18 POTTER LAWSON, INC.  
19 749 UNIVERSITY ROW, SUITE 300  
20 MADISON, WI 53705  
21 PHONE (608) 274-2741

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23 BID OPENING: June 22, 2017 at 2:15 PM LOCAL  
24 TIME.

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26 BIDS MUST BE RECEIVED BY: June 22, 2017 at  
27 2:00 PM LOCAL TIME.

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29 Sealed Bids for the Project designated above will be  
30 received on behalf of the Owner by the Construction  
31 Manager, Epic Construction, at the Owner's address  
32 indicated above.

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34 All bids will be publicly opened and read at the  
35 specified time and date indicated above by the Owner  
36 or his designee.

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38 The Work comprises the construction of an  
39 approximately 80,000 gross square feet new building  
40 housing Grant County Sheriff's Department, 80-bed  
41 Jail, Emergency Management Office, EOC Center and  
42 Dispatch of approximately 63,250 gross square feet;  
43 Social Services Department of approximately 11,675  
44 gross square feet; Aging and Disability Resource Center  
45 (ADRC) of approximately 5,150 gross square feet; and  
46 associated detention, food service, fire protection,  
47 plumbing, HVAC, electrical, security, and site work.

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49 Documents may be seen at Epic Construction in Kieler,  
50 Wisconsin and Bid+ Builders Exchange / iSqFt;  
51 Builders Exchange Wisconsin; Northwest Regional  
52 Builders Exchange Wisconsin; Builders Exchange  
53 North Iowa; Minnesota Builders Exchange.

Electronic copies of the above documents may be requested on or after May 26, 2017 from Epic Construction by sending an email to Brad Bierman [bbierman@egcmail.com](mailto:bbierman@egcmail.com). The following information must be included in the email; requestor's name, company name, physical address, telephone number, and email address.

Bid Security in the amount of five (5) percent of the Bid must accompany each Bid in accord with the Instructions to Bidders.

The bidding and letting of Contracts herein advertised is subject to compliance with all applicable statutory requirements. The Owner is considered a qualifying exempt entity, therefore Section 77.54(9m), Wis. Stats. sales and use tax exemption will be utilized on this project.

The Owner reserves the right to waive irregularities and to accept any bid, reject any and all bids, and upon acceptance of any bid, to thereafter accept revisions or modifications on such bid.

This Invitation to Bid is issued by authority of Grant County.

May, 2017

## INSTRUCTIONS TO BIDDERS

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### GENERAL

To be considered, Bids must be made in accord with these Instructions to Bidders.

### DOCUMENTS

In order to maintain a list of "Bidders of Record", all Bidders shall identify themselves and the portion or type of work they are bidding; e.g. Bidder detention equipment, food service, fire protection, plumbing, HVAC, electrical, masonry, hardware supplier, etc.

### EXAMINATION

Carefully examine the Procurement Documents which include the proposed Contract Documents and the construction site to obtain first-hand knowledge of existing conditions. Each Bidder, by submitting its bid, represents that Bidder has examined the Procurement Documents, inspected the site, understands the provisions of the Procurement Documents, and has become familiar with the local conditions under which the Work is to be performed. Bidders will not be entitled to extra payments or Contract Time extensions for conditions which could have been determined by carefully examining the site, subsurface information, and the Procurement Documents.

### ADDENDA

All changes in or interpretations of the Procurement Documents prior to the bid opening will be made by written addenda issued by the Architect to each recipient of the Procurement Documents recorded by the Architect. All addenda will be issued not later than 24 hours prior to bid opening.

### PROOF OF COMPETENCY OF BIDDER

Any Bidder may be required to furnish evidence satisfactory to the Construction Manager that the Bidder has sufficient means, expertise, financial ability, and experience in the types of work Bid to assure completion of the Contract in a satisfactory manner.

### QUESTIONS

Submit all questions about the Procurement Documents to the Architect, in writing, not later than 10 days prior to Bid Date. Replies will be issued to all Bidders of Record as Addenda to the Procurement Documents and will become part of the Contract. The Architect, Construction Manager and Owner will not be responsible for oral clarification. Questions received after this time cannot be answered.

### SUBSTITUTIONS

To obtain approval to use unspecified products, submit Substitution Request Form not later than 10 days prior to Bid Date. Requests received after this time will not be considered. Utilize Substitution Request Form at the end of Section 01 60 00. If the Product is acceptable, the Architect will so indicate by Addendum issued to all Bidders of Record. Refer to Section 01 60 00 of the Specifications for additional information.

### PREPARATION OF BIDS

Prepare Bids on unaltered Bid Forms bound in the Project Manual. Submit two copies. Bids shall be signed with name typed below signature. Where Bidder is a corporation, Bids must be signed with the legal name of the corporation followed by the name of the State of incorporation and the legal signature of an officer authorized to bind the corporation to Contract. **Do not submit Project Manual with Bid.**

1 **ALTERNATIVE BIDS**

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3 Where Alternative Bids are required in the Bid Form, Bidders shall fill in each alternative bid with a bid price.  
4 There will be no division of awards between Base Bid and accepted alternative bids.

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6 **UNIT PRICE ITEMS**

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8 When unit price items are included in the Procurement Documents, the bidder shall indicate, in figures, a unit  
9 price for each separate item. The acceptance of bid unit prices shall be a condition of contract award.

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11 **PRE-BID CONFERENCE**

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13 The Construction Manager will hold a pre-bid conference on June 7, 2017. The conference is open to all Bidders  
14 and Suppliers. Attendance is not mandatory. The conference will be held to determine that the Contract  
15 Documents, contract terms, and related matters are understood by the Bidders. Any misunderstanding as to work  
16 procedure, scope of the work, project schedules, and similar items are to be discussed and resolved. All pertinent  
17 agreements reached will become a part of the project by written addendum.

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19 Bidders and Suppliers shall assemble at the Youth and Ag Building located on the Grant County  
20 Fairgrounds, 916 E. Elm Street, Lancaster, WI at 10:00 AM.

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22 **BID SECURITY**

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24 Make Bid Security payable to Grant County in the amount of five (5) percent of the Bid Sum. Security shall be  
25 either certified check or bid bond issued by surety licensed to conduct business in the State of Wisconsin. The  
26 successful Bidder's security will be retained until he has signed a Contract and furnished the required payment and  
27 performance bonds. The Owner will retain the security of all Bidders until the successful bidder enters into  
28 Contract or until 45 days after bid opening, whichever is the shorter. If any Bidder refuses to enter into a  
29 Contract, the Owner will retain his Bid Security as liquidated damages, but not as a penalty. Submit Bid Security  
30 with Bid.

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32 **PERFORMANCE BOND AND LABOR AND MATERIALS PAYMENT BOND**

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34 Each successful Bidder shall furnish and pay for a Performance Bond and Labor and Materials Payment Bond.  
35 See Subparagraph 11.5 of the Supplementary Conditions.

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37 **SUBMITTAL**

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39 Submit Bid and Bid Security in an opaque sealed envelope. Identify the envelope with Project name, and name of  
40 Bidder. Submit Bids in accord with the Invitation to Bid. **Do not submit Project Manual with Bid.** Facsimile  
41 bids not acceptable.

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43 **MODIFICATION AND WITHDRAWAL**

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45 Bids may not be modified after submittal. Bidders may withdraw Bids at any time before bid opening, but may  
46 not resubmit them. No Bid may be withdrawn or modified after the bid opening except where the award of  
47 Contracts has been delayed for more than 45 days from day of Bid opening.

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49 **DISQUALIFICATION**

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51 The Owner reserves the right to disqualify Bids, before or after opening upon evidence of collusion with intent to  
52 defraud or other illegal practices upon the part of the Bidder.

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54 **OPENING**

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56 Bids will be opened as announced in the Invitation to Bid.

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The Construction Manager and Owner will review all Bids including Bidders qualifications after the bid opening.

The Owner reserves the right to waive irregularities and accept any Bid, reject any and all Bids, and upon acceptance of any Bid, to thereafter accept revisions or modifications on such Bid.

If two or more Bidders submit identical Bids, the Owner may make award to that Bidder of his choice, and such decision shall be final.

Awards will not be made to any Bidder in default of a Contract with the Owner, or to any Bidder having as his agent or employee any individual previously in default or guilty of misrepresentation.

Bid results may be published in construction periodicals.

**NOTICE TO PROCEED**

Written notice of award to a Bidder in the form of a letter from the Construction Manager emailed, mailed or delivered to the address shown on the Bid Form will be considered sufficient notice of acceptance of Bid, intent to award the Contract, and "Notice to Proceed" with the Work.

**EXECUTION OF AGREEMENT**

The Agreement Forms which the accepted Bidder, as Contractor, will be required to execute is indicated in the Project Manual.

The accepted Bidder shall assist and cooperate with the Construction Manager in preparing the formal Agreement, and within ten days following its presentation shall execute same and return it to the Construction Manager. Failure to execute Agreement and return it to Construction Manager within time indicated shall be considered by Construction Manager as refusal by accepted Bidder to enter into the Contract.

At or prior to delivery of the signed Agreement, the Contractor shall deliver to the Construction Manager the Performance Bond and Labor and Material Payment Bond and the policies of insurance or insurance certificates as required by the Contract Documents. All bonds and policies of insurance shall be approved by the Construction Manager before the accepted Bidder may proceed with the Work.

Failure or refusal to furnish bonds or insurance policies or certificates in a timely manner and in a form satisfactory to the Construction Manager shall not serve to waive any requirements of the Contract Documents, including time of completion.

End of Instructions to Bidders