

INSTRUCTIONS TO BIDDERS

CRADLE HILL PARK SPLASH PAD (Project)

**TOWN OF WINDSOR
(Owner)
Town of Windsor, Wisconsin**

Sealed bids will be received by the Town of Windsor, at 4084 Mueller Road, DeForest, Wisconsin, until 2:00 p.m., May 28, 2015 for the furnishing of labor, services, materials and equipment for construction of the proposed Project, at which time and place all bids will be opened and read aloud. All bids shall be clearly marked "Cradle Hill Park Splash Pad".

Hard copies of the plans and specifications can be mailed and are also available for inspection at D'Onofrio, Kottke & Associates, Inc office 7530 Westward Way, Madison WI 53717. Please call 608-833-7530 in prior to picking up plans. A nonrefundable deposit of \$100 is required.

Plans and specifications are also available for inspection at the Town of Windsor 4084 Mueller Road, DeForest, WI 53532. Digital plans and specifications in PDF format are available at no charge by emailing info@donofrio.cc.

PREQUALIFICATION

Bidders shall meet any prequalification requirements currently established by the Town of Windsor (municipality) in 2015, to perform the utility, public works, or road construction work, the scope of which is equal to or greater than this proposed Project. All bidders shall include written verification of such prequalification to the Town prior to the time of bid submittal.

BIDDER COMPETENCY

The Owner reserves the right to disregard the bid of any bidder who is, in the judgment of the Owner, incompetent or otherwise unreliable for the performance of the work for which a bid was submitted.

GENERAL

The bid, with specifications and drawings, covers the requirements of the Owner, for the construction indicated on the plans and in the location shown on the plans, including the furnishing and installation of materials indicated and connection of work with existing construction.

EXAMINATION OF PLANS, SPECIFICATIONS AND WORK

Bidders shall carefully examine the plans, specifications, and the site of the proposed work, the work, the bid and any and all contract forms, and satisfy themselves of the character, quality and quantities of work to be performed, materials to be furnished, the requirements of the specifications, special provisions, and contract, and further satisfy themselves of all of the circumstances and conditions affecting the nature of the work and the cost to perform thereof. A bidder's failure to make such examination or to

investigate the site shall not relieve the bidder of its responsibility to understand each and every condition of this bid.

BIDS

Bids must be made out on the original forms attached hereto. Prices are to be stated by the use of written figures.

All bids must be signed in ink. Bids which are not signed by individuals making them shall have attached thereto a power of attorney with authority to sign the bid and the name of the person on whose behalf the bid is signed. If a bid is submitted for a partnership, the bid must be signed by all of the partners, or by an attorney-in-fact. If signed by an attorney-in-fact, a power of attorney extending authority to sign the bid, executed by all of the partners, shall be attached to the bid. For a corporation, bids shall correctly state the corporate name thereon, and the signature of the president or authorized officer of the corporation must be written below the corporate name. Any bid manually signed by an official other than the president of the corporation shall have attached to it a certified copy of a resolution of the Board of Directors of such authorizing such official to sign the bid. A corporate seal shall be affixed and attested to by the secretary of the corporation. The corporate address and state of incorporation shall be shown below the signature.

BID WITHDRAWAL

A bidder may withdraw its bid by providing a written withdrawal request duly executed in the manner that a bid must be executed and delivered to the Town of Windsor prior to the date and time for opening of bids. When such withdrawal document is received by the Town of Windsor, the unopened bid shall be returned to the bidder. For a period of 60 days after the scheduled date and time for receiving bids, no bids shall be withdrawn without the written consent of the owner.

BID SECURITY

A bid must be accompanied by bid security made payable to Owner in the amount of five percent (5%) of bidder's maximum bid price, and in the form of a bid bond or certified check.

CONSIDERATION OF BIDS

Bids are requested on the basis of unit and lump sum prices, including prices on alternate bid items, as set forth in the bid form and the specifications.

Bids will be opened at the time and place indicated in the Invitation to Bid, and unless obviously non-responsive, read aloud publicly. A Bid Tabulation of the amounts of the base bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

When bids are requested on a unit price basis, in whole or in part, Bidders shall submit a Bid on a unit price basis for each item of work listed in the bid form. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and contract price will be determined in accordance with Paragraph 11.03 of the General Conditions. Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

Bids may be rejected if they contain any alterations, additions or amendments not called for, are conditional or alternate bids unless called for, are incomplete, or contain erasures or irregularities of any kind. The Owner reserves the right to reject any or all bids or to waive any informality and accept any bid which may be deemed to be in its best interest.

PREVAILING WAGES

Contractors on the project shall be required to comply with the minimum wages and labor standards as determined by the State of Wisconsin, Department of Workforce Development Wage Rate Determination, and the conditions of employment to be observed and minimum wage rates to be paid under the Contract, whichever is higher.

EXECUTION OF CONTRACT

Upon notice of award by Owner to the successful bidder, the successful bidder shall, within ten (10) days of such notice of award, execute and deliver to the Town of Windsor three counterparts of the Agreement, Performance Bond, and Payment Bond.

BONDS

Unless expressly waived by Owner, the successful bidder will be required to execute a Performance Bond and a Payment Bond, the penalty of which shall not be less than the contract price, on the forms attached, with good and sufficient surety satisfactory to the Owner, and as required by Article 5 of the General Conditions.

INSURANCE

The successful bidder shall maintain policies of insurance, for not less than the limits of liability provided in the supplementary conditions, and as required by Article 5 of the General Conditions.

CONTRACT TIMES

The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

LIQUIDATED DAMAGES

Provisions for liquidated damages, if any, are set forth in the Agreement.

INTERPRETATION OF CONTRACT DOCUMENTS

If a prospective bidder believes that there are conflicts, errors, ambiguities, or discrepancies in the Bidding Documents, it may submit to the Town of Windsor a written request for an interpretation thereof. Any interpretation of the Bidding Documents will be made by a written addendum issued to all bidders.

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