



**GREENFIRE**  
BUILDERS OF THE FUTURE

April 23, 2024

TO: ALL BIDDERS

SUBJECT: INVITATION & GENERAL INSTRUCTIONS TO BIDDERS

**REFERENCE: Cornerstone Village - Highland  
GMP Bid Package #1**

Ladies/Gentlemen:

You are hereby invited to submit your firm's Lump Sum Proposal for the above-referenced work in accordance with the appropriate bid package and drawings prepared by **GMS** and all other applicable contract documents.

Successful subcontractors shall be awarded based on their firms Guaranteed Maximum Price, ability and commitment to provide value during the preconstruction period, proposed project team and proposed project approach.

**PROJECT DESCRIPTION:**

The **Cornerstone Village - Highland** project includes the new construction of a 4-story senior housing apartment building approx. 79,389 gsf with 71 total apartment units, plus amenity spaces. This is a wood framed structure on precast plank over underground parking located at 3200 W. Highland Blvd. – Milwaukee, WI 53208.

**1. IMPORTANT DATES:**

- a. There will **NOT** be a pre-bid meeting or walk-thru.
- b. Questions are due to GMS by **Thursday May 2, 2024 at 2:00 p.m.**
- c. All Bids are to be received by **Friday May 10, 2024 at 2:00 p.m.** Bids are to be marked for: **“Cornerstone Village - Highland”**.

**2. CONDITIONS OF CONTRACTS:**

- a. There **ARE** WHEDA workforce hiring requirements for this project.
  - ***25% total project participation with WHEDA accepted certifications. [8(a), DBE, MBE, SBE, WBE, DVB, SDVOSB, VOB]***
  - ***(12) Area resident new hires for total project – to be from on of the specified surrounding zip codes. (53204, 05, 06, 08, 10, 13, 14, 15, 33)***
- b. This project is **NOT** “Tax Exempt”, and all applicable taxes should be included in the cost of work.

**3. SUBMISSION OF BIDS:**

- a. Proposals must be made in accordance with the following instructions and format provided in the Proposal Form and **must** be fully completed and signed.

**4. RECEIPT OF CONTRACT DOCUMENTS:**

- a. Upon receipt of the Bid Package the bidder shall immediately check that all documents listed in Item 5d of these instructions and all Drawings and Specifications listed in the Proposal Form have been received. If any Section listed in Item 5d is missing, contact GMS immediately.



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### 5. EXAMINATION OF SITE AND CONTRACT DOCUMENTS:

- a. Before submitting a proposal, the bidder is required to carefully examine the Contract Documents, visit the site, note existing facilities, project conditions and limitations affecting the work to be performed under this Contract. Include all costs related to your work affected by these conditions.
- b. By submitting a proposal, the bidder agrees he has examined the Contract Documents, has visited the site, noted all project conditions and limitations affecting the work and fully understands the nature of the work, general and local conditions, and accepts the contract as the form of the Contract Agreement between the Trade Contractor and Greenfire Management Services.
- c. By submitting a proposal, the bidder agrees that he will not make any claim for damages or additional compensation because of lack of information, or because of any misunderstanding, or because of any misinterpretation of the requirements of the Contract.
- d. The Project Manual Contract Documents include the following:
  1. Bid Package Release Cover
  2. Table of Contents
  3. Scopes of Work Requested
  4. Invitation & General Instructions to Bidders
  5. Preliminary Construction Milestone Schedule
  6. Bid Form(s)
  7. Sample Scope Description Form (*Exhibit E*)
  8. Sample Subcontract Agreement
  9. Sample Purchase Order
  10. Sample Certificate of Insurance
  11. Sample Application and Certification for Payment
  12. GMS Safety Program
  13. GMS Total Quality Management (TQM) Program
  14. GMS Closeout Procedures
  15. Drawings, Specifications, and Supplemental Information
  16. Scope Specific Exhibit E Bid Forms (*to follow*)

### 6. SUBMISSION OF PROPOSAL:

- a. The Proposal Bid Form(s) & Exhibit E must be filled out **completely** and submitted with your proposal. Bids must be complete and include all work in accordance with the bid documents.
- b. Bids are to **INCLUDE ALL** insurance requirements in accordance with the Sample Insurance Terms and Conditions and sample Certificate of Insurance and **INCLUDE ALL** possible cost escalations through the completion of the project.

### 7. PRE-QUALIFICATION PROCESS:

- a. Pre-qualification is not required to provide a bid, but prequalification will be required if contractor is in consideration for contract award.

### 8. BID SECURITY & INSURANCE CERTIFICATES:

- a. A bid bond is not required for this project.

### 9. PREPARATION OF BIDS:

- a. Proposal Forms shall be complete without alterations, erasures, or corrections.
- b. Bids containing conditions, omissions, alterations, items not called for, or irregularities of any kind, may be rejected.



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### **10. EXPLANATION TO BIDDERS:**

- a. The bidder shall, in the event of any discrepancies, omissions or errors in the Contract Documents, or in the event of doubt on the part of a bidder as to their intent or meaning, direct inquiries to Greenfire Management Services.
- b. Where appropriate, interpretations will be confirmed by Supplement to all bidders. Direction received from other parties and not confirmed via Supplement shall not be considered.
- c. Such Supplements, issued during the bidding period, shall be acknowledged on the Proposal Form and shall be included in the Contract at the time of award.

### **11. ACCEPTANCE OR REJECTION OF BIDS:**

- a. The Owner and Construction Manager reserves the right to accept any bid, reject any or all bids, or to waive informality or bid irregularities in any of the bids.
- b. The Owner and Construction Manager reserves the right to award a contract to the bidder considered best qualified, lowest, responsible and/or responsive for the work. The Construction Manager may make such investigations as they deem necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Construction Manager all such information and data for this purpose. The Owner and Construction Manager reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner and Construction Manager that such bidder is properly qualified to carry out the obligations of the Contract.

### **12. FORM OF CONTRACT:**

- a. The successful bidder is required to execute a Contract Agreement between Greenfire Management Services and the Trade Contractor in accordance with the sample form included as part of the Contract Documents.

### **13. SECURITY FOR FAITHFUL PERFORMANCE:**

- a. Bonds may or may not be required. Provide alternate pricing to provide a performance and payment bond.

### **14. PERMITS:**

- a. Each bidder shall include in his proposal all cost for permits as may be required for his portion of the work. Each bidder is cautioned that they should explore this issue with the local, state and other entities having jurisdiction **prior** to submitting their proposal.

### **15. INSURANCE:**

- a. Each bidder must include in his proposal all cost associated with providing insurance coverage as specified in the Insurance Terms and Conditions and Sample Certificate of Insurance. Any variation must be shown on a certificate submitted with the proposal for review.

### **16. MISCELLANEOUS PROVISIONS:**

- a. No person in the United States shall on the grounds of race, color, national origin, religion, sex, or disability be excluded from participation in, be denied the benefits of, or be subject to discrimination in the Project. In addition, subcontractors shall, to the extent applicable, comply with the following:
  - A. Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR Part 100 and 24 CFR Part 107, "Equal Opportunity in Housing."
  - B. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR Part 1.
  - C. The Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 Part CFR 146, "Nondiscrimination on the Basis of Age in HUD Programs or Activities Receiving Federal Financial Assistance."



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- D. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR Part 8, “Nondiscrimination Based on Handicap in Federally Assisted Programs and Activities of the Department of Housing and Urban Development.”
- b. Contractor shall comply with the Contract Work Hours and Safety Hours and Safety Standards Act (40 U.S.C. 3701), the regulations promulgated in connection thereto, and with other federal laws and regulations pertaining to labor standards and HUD handbook 1344.1 (Federal Labor Standards Compliance in Housing and Community Development Programs) as applicable.
- c. Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq.) and HUD’s implementing regulations at 24 CFR Part 21, to the extent applicable.

### 17. ENGINEERING/LAYOUT:

- a. Each bidder must include in his proposal all costs for engineering, surveying and field measurements which will be required to complete his work. Base lines and bench marks will be provided by others through the Construction Manager.

### 18. SAFETY REQUIREMENTS:

- a. All Trade Contractors and Trade Subcontractors of any tier will be required to comply with the provisions of the “Construction Safety Act”, the “Occupational Safety and Health Act of 1970”, terms of the Subcontract Agreement, and Greenfire Safety Plan as well as all other applicable Federal, State and local requirements.
- b. Each Trade Contractor shall be responsible for the payment of all fines levied against the Owner, Architect/Engineer, or Construction Manager for deficiencies relating to the safety of the Trade Contractor’s work.

### 19. ALTERNATES:

- a. Alternates, if requested, are included to enable the Owner to compare total costs where alternate materials and methods might be used. Alternates will be described in the Proposal Form.
- b. The successful Bidder shall not modify, withdraw or cancel any of the Alternate Bids, or any part thereof, for ninety (90) days after date of receipt of bids, unless specifically noted otherwise.
- c. Trade Contractor shall be responsible for any changes in the Work affected by acceptance of these Alternates. Claims for extras resulting from changes caused by the Alternates will not be allowed.
- d. All contractors must complete the Project Alternates Bid form in addition to the bid form for each trade. All contractors are encouraged to provide additional voluntary alternate ideas on the Project Alternate Bid Form.

### 20. DEFINITIONS:

- a. **Bid Package**
  - i) The project is to be constructed under a multi-contract (Bid Package) arrangement utilizing multiple trade contracts. The Scope of Work (description of the portion of work) for each "**Bid Package**" shall be specified in the “Exhibit E Form” and “Supplements” which are part of each “Bid Package”. The Scope of Work of a Trade Contract (Bid Package) may:
    - (1) Require work to be performed which is covered under more than one (1) section of the Specifications; and/or
    - (2) Require the performance of one or more items of work, which are only a part of the work covered by a section of the Specifications.
- b. **General Definitions**
  - i) "**Provide**", or "**perform**": To supply, install and connect up complete and ready for safe and regular operation of particular work referred to unless specifically noted otherwise.
  - ii) "**Furnish only**", "**Furnish**" or "**Supply**": to purchase, procure, acquire and deliver complete with all related accessories to the site or other designated location and transfer to others for installation.



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- iii) **"Install"**: To receive, unload, distribute, construct, erect, mount, and connect complete with related accessories.
- iv) **"Product"**: The term "product" shall include materials, equipment and systems.
- v) **"Approval"**, where required for an item, shall be obtained from the Architect through the Construction Manager in writing. Where used in conjunction with the Construction Manager's or the Architect's response to submittals, requests, applications, inquiries, reports and claims by the Trade Contractor, the meaning of the term "approved" shall not exceed the limitations of the Construction Manager's or the Architect's responsibilities and duties as established in the contract documents. In no case shall "approval" by the Construction Manager or the Architect be interpreted as a release of the Trade Contractor from responsibilities to fulfill the requirements of the Contract Documents.
- vi) The term **"As Indicated"** is a reference to example details, notes, or schedules on the drawings, other paragraphs or schedules in the Specifications, and similar requirements in the Contract Documents to define the Work and is not meant to limit the scope. Where terms such as "Shown", "Noted", "Scheduled", and "Specified" are used instead of "Indicated, it is for purpose of helping the reader accomplish the reference, and no limitation of location is intended except as specifically noted.
- vii) **"Suitable", "reasonable", "proper", "correct" and "necessary"**: Such terms shall mean as suitable, reasonable, proper, correct, or necessary for the purpose intended as required by the Contract Documents, subject to the judgment of the Architect or the Construction Manager.
- viii) **"Including", "Such as"**: The terms "including" and "such as" shall always be taken in most inclusive sense, namely, "including, but not limited to", and "such as, but not limited to".
- ix) **"Option"**: The term "option" shall mean a choice from the specified products or procedures, which shall be made by the Trade Contractor. The choice is not "whether" the work is to be performed, but "which" product or "which" procedure is to be used.
- x) **"Exposed"**: The term "exposed" shall mean any item or surface, exterior or interior, which can be seen by a person outside the building or seen by a person inside any usable space within the building during normal activity. Mechanical and electrical rooms, air handling rooms, storage rooms and penthouses shall be considered to have exposed surfaces, as shall the mechanical and electrical construction within them. The interiors of closets and alcoves shall be considered exposed surfaces and shall be finished to match the finish of the adjoining room or space, unless another finish is shown. The interiors of cabinets shall be considered exposed, but a finish different from that of the exterior may be permitted or required. Spaces which are not normally occupied or used by occupants or building staff, such as, shafts, hoistways, tunnels, ceiling plenums, attics, and crawl spaces shall be considered "concealed" spaces, unless finishes are shown or specified for their surfaces.
- xi) **"At no additional cost"**: The term "at no additional cost" shall mean at no additional cost to the Owner, the Architect, or the Construction Manager, and that all such costs are included in the Trade Contract amount.
- xii) **"Testing Laboratory"**: An independent entity engaged to perform specific inspections or tests of the Work, either at the project site or elsewhere; and to report and interpret the results of those inspections or tests.
- xiii) Unless specifically noted otherwise in the contract documents, the term **"overhead"** as used in the Trade Contract and elsewhere with similar meaning shall be understood to include but not necessarily be limited to the following:
  - (1) Salaries, fringes and other compensation of the trade contractor's personnel stationed at the trade contractor's principle office or offices other than the project site office.
  - (2) Salaries, fringes and other compensation of the trade contractor's personnel stationed at the project in "non-working" supervisory and/or administrative roles.
  - (3) Expenses of the trade contractor's principle office and offices including the project site office. These expenses include, without limitation, heat, light, power, stationery & supplies, postage



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& shipping, office equipment (fax, telephone, copiers, computers, printers, software, furniture, radios, telephones, Nextel, parking, all company vehicles, etc.), lease line cost, drinking water, coffee, first aid, shop drawings, submittals, samples, as-built drawings, blueprinting, photocopying, record storage, trailers.

- (4) Trade contractor's capital expenses including interest on the trade contractor's capital employed for the Work.
- (5) Penalties, fines, and costs imposed by governmental authorities in connection with or resulting from any violation of, or noncompliance with laws, regulations, codes, ordinances or directives.
- (6) The cost of small tools (valued at \$250 or less per unit purchase price) and associated consumables.
- (7) Incidentals

**END OF INVITATION & GENERAL INSTRUCTIONS TO BIDDERS**