



Invitation To Bid (“ITB”)

To Provide

General Contracting Services

For

Vail Art Studio

August 06, 2024

By: Town of Vail
Department of Public Works



Advertisement and Notice of Invitation to BID

by:

TOWN OF VAIL

DEPARTMENT OF PUBLIC WORKS

August 05, 2024

ADVERTISEMENT AND NOTICE OF INVITATION TO BID

Invitation to Bid, including Bid submittal requirements for:

GENERAL CONTRACTING SERVICES FOR VAIL ART STUDIO PROJECT

Will be available on the Town of Vail Share File site. Access to the Share File site can be obtained by emailing ghall@vail.gov. All responders who download must register with ghall@vail.gov to be added to the bidder’s list and Share File system to receive future updates. Failure to do so may result in disqualification. All questions shall be directed to Greg Hall at the above e-mail address by August 16th by 3:00 pm.

SUBMISSION INFORMATION:

Bid Submittals are due by **3:00 PM** local time..... **September 04, 2024**

One (1) printed hard copies and one (1) electronic (PDF) copy shall be delivered to:

Town of Vail
Department of Public Works 1309 Elkhorn
Vail, Colorado 81657
Attn: Greg Hall
ghall@vail.gov

ITB Questions deadline at **3:00 PM** local time..... **August 16th, 2024**

Anticipated Project Award..... **September 19th, 2024**

Project Start.....**September 20th, 2024**

Invitation To Bid, including response requirements for:

**GENERAL CONTRACTING SERVICES FOR VAIL ART STUDIO
CONSTRUCTION PROJECT**

PROCUREMENT SCHEDULE

Invitation to Bid	August 5 th , 2024
Pre-proposal Site Walk	August 9 th , 2024 9:00 AM
RFI's/Questions Due	August 16 th , 2024 3:00 PM
Answers to RFI's/Questions Provided to Bidders	August 21 st , 2024 3:00 PM
Bids Due from General Contractors	September 4 th , 2024 3:00 PM
Review of Bids	September 4 th – 6 th , 2024
Reconciliation with Lowest Responsible Bidder	September 6 th – 10 th , 2024
Town Council Recommendation	September 17 th , 2024
Award/Contract Execution	September 18 th , 2024
Anticipated Construction Period	September 2024 – May 2025

A Pre-proposal Site Walk will take place on August 9th, 2024, at 9AM MST.

Contractor shall not contact the Owner or any related parties regarding this ITB, unless provided for herein. The selection shall be made by the Owner based on Lowest Responsible Bid. In considering the best value, the Owner may, among other matters, take into account the information which General Contractors are required to provide in the bid response requirements, or during meetings, discussions, correspondence, and subsequent negotiations.

This Invitation to Bid (“ITB”) is issued by the Town of Vail (“Owner”).

Cumming Management Group, Inc. ("CMGI") is assisting the Owner to facilitate the procurement process, operating exclusively in a representative capacity and not as agents of the Owner. Consequently, it is explicitly affirmed that only the Owner possesses the legal authority to bind itself in contractual matters.

SECTION I. Introduction

The Vail Art Studio sits inside of the Ford Park located at 530 S Frontage Road W, Vail, Colorado 81657.

It is the intent of all involved to have the Work complete no later than Memorial Day of 2025.

The Town of Vail (“The Town”) is seeking Qualified Bids for General Contracting Services for the Vail Art Studio, as described in this ITB and the attachments hereto.

If awarded the project, a Performance Bond and a Labor and Material Payment Bond are required within ten days of the date the written notice of Award, each for the total amount of the Contract Price.

SECTION II. Project Overview and Description

The Art Studio is in the heart of Vail, Colorado, North America's Premier International Mountain Resort Community. Vail is located approximately one hundred miles west of Denver, CO in the Rocky Mountains. Vail is well known for its world class skiing, beautiful mountains, bountiful sunshine, and vibrant villages.

The Town of Vail created its Art in Public Places program and board in 1992 as part of an effort to improve its cultural vitality. Over the years, the program has grown the town's public art collection to over 70 pieces and is continuing to create new opportunities to grow the arts and cultural scene in Vail.

Among the board's top priorities is to build an Artist in Residency studio and program.

The program aims to bring diverse art perspectives to the town, providing anyone from emerging artists and students to those more established in their careers with an opportunity to work and create in Vail. Artists would be welcomed year-round for residencies between two and six weeks.

The Town of Vail's Art in Public Places Artist in Residence (AIR) program will be anchored by the unveiling of the first dedicated visual art studio within the town. Situated in Ford Park, Vail's cultural nucleus, the AIR studio stands as a beacon for advancing and introducing diverse perspectives of visual art, both in terms of artists and mediums. The studio, surrounded by Vail's inspiring natural environment, will offer a year-round ADA accessible haven for artists to flourish.

Residencies provide emerging, mid-career, and established artists, as well as art students the opportunity to work in a focused manner in the AIR Studio. Residencies may include participatory community projects, artist talks, demonstrations, youth-learning experiences, workshops, open studio, or other special programming mutually agreed upon with the artist.

The intimate space set in Ford Park offers the artist a reprieve from a typical urban working studio. The ADA accessible space includes a bathroom, small storage area with additional loft storage and approximately 450 sq ft of open working studio and display space. Additional outdoor areas adjacent to the studio are available for further programming and workspace.

The total building size is 700 SF of the wood frame building set on a typical foundation with a slab on grade floor. The walls are 12' feet in height with approximately a 250 SF mostly mechanical loft above the storage, entry and bathroom. The building was designed by Harry Teague Architecture in collaboration with 1/1 Studio out of Basalt. The building has metal siding and roofing.

Because of the location within Ford Park, and the requirement of the maintaining the existing trees around the building. There is limited site staging adjacent to the site. Vehicular access will be limited, there will be no material storage/excavation spoils permitted beyond the limited area of disturbance to avoid impacts to the site and adjacent park activities and patrons.

The Vail Art Studio is located at Ford Park in Vail, Colorado, 81657.

SECTION III. Project Goals and Objectives

Summarized Project Goals:

- Deliver on creating an iconic building in Ford Park adding to the overall world renowned collection of cultural destinations.
- The facility will host an artist's residency program for years to come; and
- This facility will house a program aiming to bring diverse art perspectives to the town, providing anyone from emerging artists and students to those more established in their careers with an opportunity to work and create in Vail.

SECTION III. Scope of Services

The Town seeks a qualified firm to General Contracting services for the Project described above, as well as further outlined within this ITB for a fixed Contract Sum. The Owner seeks General Contractor that understands construction in the mountains, weather impacts, understands the Project and has thoroughly reviewed the Contract Documents. And can commit to timely delivery of the Project.

The General Contractor will be required to provide the on-site management and resources to complete the Work in an efficient manner that maximizes the performance of the entire construction team including Subcontractors, vendors, suppliers, and the Owner's separate contractors as may be necessary to complete the entire Project. The General Contractor shall determine means and methods of performing the Work and provide detailed project schedules to maximize the efficiency of all Work performed within the Contract Sum. The General Contractor shall complete all Work provided for on the Contract Documents, as amended.

The Project Construction Schedule shall be updated and published at least to reflect the actual status and projections for the Work. The schedule shall reflect the original project schedule accepted in the contract and be able to measure actual production rates towards dates with the original projections. The schedule shall identify long lead items and critical activities for the Project. Each Project activity shall be clearly identified and the General Contractor shall coordinate, schedule, and cooperate with *all* the Owner's vendors and separate contractors. The General Contractor will determine and implement the safety program for the site and provide an oversight policy that ensures quality work and worker safety is maintained. The General Contractor is to ensure that subcontractors adhere to the safety program including being adequately equipped to mitigate hazards and ensure that safety expectations are communicated adequately throughout the Project.

SECTION V. Information Provided

The Town of Vail has the following information that shall be used by prospective Bidders for the purposes of responding to this ITB:

- *This Invitation to Bid*
- *Attachment A – Cost Summary*

- *Attachment B – General Conditions*
- *Attachment C – Labor Burden Rates*
- *Attachment D – Bid Form*
- *Attachment E – Allowance List, Alternates, & Unit Prices*
- *Attachment F – Responsibility and Budget Matrix*
- ***Attachment G – AIA A104-2017 as modified by the Owner for this Project***
- *Attachment H – Question and Response Form – Please submit all questions on this excel form and submit by the question deadline.*
- ***Attachment I – Permit Set Documents & Specifications***

In the event of a conflict or inconsistency between the Invitation to Bid, attachments, and information provided including drawings, specifications, reports, etc. thereto, the Town of Vail will work to resolve such conflict or inconsistency and provide written notice of the single interpretation to all known bidders by written addendum.

Section VI. Project Team

The Town of Vail (“The Town”) is the Owner.

- Greg Hall
Public Works Department ghall@vail.gov

The Architect for the Project is:

- Harry Teague
Harry Teague Architects

The Town’s Representative is Cumming Management Group, Inc (CMGI). The primary point of contact for CMGI is:

- Chris Knight
Senior Director, Project Management
cknight@cumming-group.com
- Malori Gunkel
Assistant Project Manager
malori.gunkel@cumming-group.com

SECTION VII: Form of Response

One (1) hard copy and one (1) electronic copy (PDF) shall be submitted below by 3:00pm, (MDT), Wednesday, September 04, 2024. **Bids will not be publicly opened.**

Hard Copy:

Department of Public Works

1309 Elkhorn Drive

Vail, Colorado 81657

Electronic Copy:

Email to Greg Hall, ghall@vail.gov.

Bid Submissions must include the following information to be considered:

- A. Bid Documentation
 - i. Complete the Bid Form attached hereto.
- B. Construction Schedule.
 - i. Provide a Critical Path Method Construction Schedule that supports your Bid's date of Substantial Completion.
 - ii. Note any long lead items list and an equipment procurement that may impact the Construction Schedule.
 - iii. Describe your approach to managing punch-lists, TCO/CO, and warranty work.
 - iv. Provide a site logistics plan describing your approach.
- C. Project Costs & Bidding Strategies
 - i. Affirm that the Contract Documents provided including the Drawings, Specifications and Plans for the Project have been reviewed. Affirm that all questions, conflicts, etc. have been addressed through the RFI/Question and response period as provided within this ITB.
 - i. Provide labor rates in the format provided in Attachment C. Your labor/wage rates for the staff positions listed based on the allowable mark-ups as stated within this document.
 - ii. Include a Fee for Change Orders as a percentage of the Cost of the Work.
 - iii. Complete Attachment E providing a list of Alternates, Allowances, and Unit pricing as may be necessary.
- D. Contract. The selected Bidder must fulfill all the requirements, obligations and responsibilities as outlined within the AIA A104-2017 as modified by the Owner and the Owner's Counsel for this Project, and attached hereto. The Owner is not prepared to make changes that substantially modify the roles and responsibilities of the parties to the contract. The Owner will, however, consider firm's specific recommended changes that clarify the intent of the agreement. The Owner will not consider contract changes that have not been specifically identified in your response. **A general statement suggesting that, if selected, you reserve the right to discuss contract issues at a later date will not be accepted and will be grounds for disqualification.** The Owner reserves the right to make further changes to the contract agreement delivered in connection with this ITB.
- E. The Bidder shall obtain and maintain in force for the term of an agreement the insurance coverages as provided in the AIA A104-2017. Please submit a COI affirming these coverages are provided.

SECTION IX: Terms and Conditions

- A. Upon selection, the Bidder shall execute an agreement with the Town of Vail acknowledging that all work, including but not limited to plans, photographs, documents, reports, engineered drawings and Project work shall be completed in a professional and workmanship-like manner and that the Project work shall fully comply with all applicable Town of Vail regulations and ordinances and State and Federal laws and requirements.
- B. Contract required. All work done by the town in the construction of works of public improvement of every kind shall be constructed by independent contracts and all contracts shall be let by the Town Manager with the approval and direction of the Town Council.
- C. Lowest Bidder. All contracts shall be let to the lowest responsible bidder after public advertisement.
- D. Signature and Attestation. Unless otherwise directed, all contracts with the Town shall be signed by the Town Manager and attested to by the Town Clerk.
- E. Bidder Submittals.
 - i. Late submittals will be rejected without consideration. The Town assumes no responsibility for costs related to the preparation of submittals.
 - ii. In order to be considered all information requested must be addressed in the response. Incomplete responses will not be considered.
 - iii. Bid submittals shall remain valid for forty five days (45) days from the date of submission or until a contract is executed with the Town, whichever is sooner.
 - iv. Any restriction as to the use of submitted materials must be clearly indicated as proprietary. The requested limitation or prohibition of use or release shall be identified in writing on a cover sheet. Blanket claims of proprietary proposals will not be honored.
 - v. The Town of Vail reserves all rights to investigate the qualifications of any and all individuals and firms under consideration, to perform a financial audit of one or more firms, to confirm any part of the information furnished in a proposal, and to require further evidence of managerial, financial or professional capabilities which are considered necessary for the successful performance of work described in this ITB. The Town of Vail reserves the right to reject any or all bidders and to waive informalities and minor irregularities in submittals received.
 - vi. All proposals and supporting documents, except such information that discloses proprietary or financial information submitted in response to qualification statements, becomes public information held in custody of the Town of Vail after the proposal submittal date given in this ITB. The Town of Vail assumes no liability for the use or disclosure of technical or cost data submitted by any Bidder. Nevertheless, if a proposal contains information that the Proposer does not want disclosed to the public, or used for any purpose other than the evaluation of this offer, all such information must be indicated with the following or similar statement:

"The information contained on pages _____ shall not be duplicated, used in whole or in part for any purpose other than to evaluate the proposal provided; that if a contract is awarded to this firm as a result of the submission of such information, the Town of Vail shall have the right to duplicate, use or disclose this information to the extent provided in the contract. This restriction does not

limit the right of the Town of Vail to use the information contained herein if obtained from another source."

All such nondisclosure items specified in the proposal shall be subject to disclosure as provided in Part 2 of Article 72 of Title 24, C.R.S. ("The Colorado Public Records Act") or as otherwise provided by law.

F. Limitations and Award - Rejection of Bids.

(A) Justification. If after advertisement, it is determined by the Town Council that the bids are too high, the lowest bidder was not reliable or responsible, or that the proposed improvements could be made by negotiated contract, the Town Council may reject all the bids and direct that:

(1) The project be put out again for bid when the conditions are deemed more favorable; or

(2) The Town Manager attempt to negotiate a contract that may be more favorable to the Town.

(B) Inform bidders. In all advertisements, the right shall be reserved to reject any or all bids, and upon rejecting all bids, other bids may be advertised for or negotiations entered for the contract.

G. Equal Employment Opportunity. The selected General Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

Workers without Authorization:

- i. Certification: General Contractor hereby certifies that it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement and that General Contractor will participate in either the E-Verify Program administered by the U.S. Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.
- ii. Prohibited Acts: General Contractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to General Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.
- iii. Verification: If General Contractor has employees, General Contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program. General Contractor shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed. If General Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization who is performing work under this Agreement, General Contractor

- shall: notify the subcontractor and the Town within three (3) days that General Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 1 hereof, the subcontractor does not stop employing or contracting with the worker without authorization who is performing work under this Agreement; except that General Contractor shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization who is performing work under this Agreement.
- iv. Duty to Comply with Investigations. General Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that General Contractor is complying with the terms of this Agreement.
 - v. Affidavits: If General Contractor does not have employees, General Contractor shall sign the "No Employee Affidavit" attached hereto. If General Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, General Contractor shall sign the "Department Program Affidavit" attached hereto.

End Invitation To Bid