

PROJECT MANUAL
for
Phantom Canyon Tunnel Repair Project

Location
On Fremont County Road 67
7.5 miles North of Intersection US Highway 50 with FCR 67

Fremont County, Colorado

OWNER: Fremont County Attn: Sunny Bryant, County Manager
Fremont County Administration Building
615 Macon Ave., Room 106
Cañon City, Colorado 81212

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SUPPLEMENTARY CONDITIONS	SC-1 to SC-6
DRAWINGS:	Vicinity Map & Site Map 4 Sheets, T-1 Through T-4
Pre-Bid Meeting	1:00 P.M. September 12, 2018
Mandatory (Start Meeting @ Fremont County Airport Building)	
Date Bids Due	3:00 P.M. September 25, 2018
Construction Time 60-Days after Notice to Proceed (Must coordinate road closure with County)	
Bonds Required	5% Bid Security 100% Payment and 100% Performance Bond
Liquidated Damages	\$ 350.00 (Three Hundred Fifty Dollars) Per Day

PUBLIC NOTICE

ADVERTISEMENT FOR BIDS

Separate and sealed bids will be received by the Fremont County Board of Commissioners at the Fremont County Administration Building, Room 106, 615 Macon Ave., Cañon City, Colorado, 81212, until **3:00 P.M.** local time, on **September 25, 2018**, for the “**Phantom Canyon Tunnel Repair Project**”, and then at said place and time, publicly opened and read aloud.

The work generally consists of providing, constructing, and installing, complete in place:

- Cleaning and scaling of the rock surface inside the eastern tunnel on Fremont County Road 67;
- Shotcrete stabilization of the eastern entrance and approximately 157 lineal-feet of ceiling and upper wall surface of the tunnel;
- Rock drilling and installation of rock dowels and anchor plates for the shotcrete;
- Installation of drain channels behind the shotcrete lining.

The tunnel is located on Cripple Creek / Victor road, Fremont County Road 67, approximately 7.25 miles north of the Fremont County Airport (the intersection of Highway 67 with US Highway 50).

Contract Completion Time is 60-days after Notice to Proceed. Construction period is expected to be November / December , 2018

Copies of the documents for preparing and submitting BIDS may be obtained at said office or from the Fremont County website at www.fremontco.com.

A mandatory Pre-Bid meeting will be conducted at the Fremont County Airport Office, 60298 US Highway 50, at 1:00 P.M. on September 12, 2018.
(follow Decker Drive south to gate at office) Site visit will follow meeting.

ADVERTISEMENT FOR BIDS

Bids will be received by the Fremont County Board of Commissioners (herein called Owner), at the Commissioner's Office, Fremont County Administration Building, 615 Macon Ave, Room 106, Cañon City, Colorado, until **3:00 P.M.** local time, on **September 25, 2018**, for the "**Phantom Canyon Tunnel Repair Project**", and then at said place and time, publicly opened and read aloud.

Contract Completion Time is 60-days after Notice to Proceed.

Copies of the documents for preparing and submitting BIDS may be obtained at said office or from the County website at www.fremontco.com.

A mandatory Pre-Bid meeting will be conducted at the Fremont County Airport Office, 60298 US Highway 50, at 1:00 P.M on **September 12, 2018**. (follow Decker Drive south to gate at airport office). Site visit to follow – no transportation provided.

Each Bid must be submitted in a sealed envelope, addressed to the Fremont County Board of Commissioners at the above address. Each sealed envelope containing a Bid must be plainly marked on the outside as Bid for "Tunnel Repair Project", and the envelope should bear on the outside the name of the Bidder and his address. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the Fremont County Board of Commissioners, 615 Macon Ave, Room 106, Cañon City, Colorado, 81212.

All Bids must be made on the required Bid Form. All blank spaces for Bid prices must be filled in; ink or typewritten and the Bid Form must be fully completed and executed when submitted. Only one copy of the Bid Form is required. The Bid Schedule shall accompany the Bid Form and any Addenda issued during the bidding process.

The Owner may waive any informalities or minor defects or reject any and all Bids, or portions thereof. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a bid within 30 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the Bidder.

Bidders must satisfy themselves of the accuracy of the Bid Schedule by examination of the site and a review of the Drawings and Specifications including any Addenda issued before or after Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of Work or of the nature of the Work to be done.

The Contract Documents contain the provisions required for the construction of the Project. Information obtained from an officer, agent or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract.

5% Bid security is required. Performance and Payment Bonds, each in the amount of 100% of the Contract Amount are required.

INFORMATION FOR BIDDERS

The party to whom the Contract is awarded will be required to execute the Agreement and obtain all required bonds within fifteen (15) calendar days from the date when the Notice of Award is delivered to the Bidder. The Notice of Award shall be accompanied by the necessary Agreement. In case of failure of the Bidder to execute the Agreement, the Owner may at its option consider the Bidder in default.

The Owner within fifteen (15) days of receipt of acceptable Agreement and all required bonds, signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the Owner not execute the Agreement within such period, the Bidder may by Written Notice withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

The Notice to Proceed shall be issued within ten (10) days of the execution of the Agreement by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owner and Contractor. If the Notice to Proceed has not been issued within the ten (10) day period or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party.

The Owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the Work contemplated therein. A conditional or qualified Bid may be, but is not required to be, cause for rejection.

Award will be made to the lowest responsible, responsive, Bidder.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout. Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract Documents.

The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to this Bid.

Each prospective Bidder must make his own interpretation of information made available through these Contract Documents and may, at his own expense, make such additional surveys and investigations as he may deem necessary to determine conditions which will affect performance of the Work. Provisions regarding Change Orders for unforeseen physical conditions will be handled in accordance with common Fremont County procurement practices.

The low Bidder shall supply the names and addresses of major material suppliers and subcontractors, when requested to do so by the Owner.

All papers bound with or attached to the Bid Forms are considered a part thereof and must not be detached or altered when the BID is submitted.

The plans, specifications and other documents designated in the proposal (Bid) form, will be considered a part of the proposal (Bid) whether attached or not.

Before submitting any Bid, the Bidder shall examine the Contract Documents, including all Addenda, and the project site and become totally familiar with each. Any inconsistencies, ambiguities, errors or omissions found in the Contract Documents or at the project site shall be brought immediately to the attention of the Owner. The submission of a Bid shall be a representation by the Bidder that he has complied with the requirements of the above paragraph.

No claim that there was any misunderstanding as to the quantities, conditions, or nature of the Work will be entertained after submission of Bids. Any question during the bidding process can be addressed to the Owner. Conditional Bids may, or may not be, accepted, at the sole discretion of the Owner.

The Bidder's proposal must be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, or by an officer of a corporation, or by an agent of the Contractor legally qualified and acceptable to the Owner. If the proposal is made by an individual, his name and post office address must be shown; by a partnership, the name and post office address of each partnership member must be shown; as a joint venture, the name and post office address of each member or officer of the firms represented by the joint, venture must be shown; by a corporation, the name of the corporation and the business address of its corporate officials must be shown.

A Bidder may withdraw or revise his Bid at any time prior to the time stated herein for the opening of Bids. All modifications or withdrawals must be in writing and must arrive at the place where Bids are accepted prior to the time for the opening of Bids. A Bid modification shall not reveal the total amount of the original Bid. Modification of any Bid shall not be submitted by fax, phone, e-mail, or other electronic method. Any such submittal will be rejected.

BID FORM

Proposal of _____(hereinafter
Name
called "Bidder") organized and existing under the laws of the State of Colorado, doing
business as a/an _____(Corporation, partnership or individual).

To: The Fremont County Board of Commissioners (hereinafter called "Owner").

The undersigned, in compliance with the Advertisement for Bids for the construction of the "Phantom Canyon Tunnel Repair Project", have examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposed to furnish all labor, materials, superintendence and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

The undersigned hereby agrees to commence work under this contract on or before a date to be specified in a written Notice to Proceed of the Owner and to fully complete the project within the Contract Time as stipulated in these Contract Documents, and acknowledges that liquidated damages are set at \$350 (Three hundred and fifty dollars) per day.

Contract completion time is Sixty (60) calendar days after notice to proceed. Note that upon the date of mutually agreed closure of County Road 67 by the County, all work by the Contractor to complete the project shall be finished within Thirty (30) calendar days, and the County Road will be re-opened to traffic.

The undersigned acknowledges receipt of the following addenda:

The undersigned understands that the Owner reserves the right to reject any or all Bids, or portions thereof, and to waive any informality in the bidding.

The undersigned agrees to furnish all labor, materials, equipment, superintendence and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and for the prices shown on the attached Bid Schedule. Bidder does not consider that any further examinations, investigations, explorations, tests or studies are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Contract Documents.

SCOPE OF WORK

Phantom Canyon Tunnel Repair Project

BIDDER agrees to perform all the work described in the Contract Documents for the listed price for each type of work.

No materials, additional design, or labor will be furnished by Fremont County. Contractor shall provide all materials, delivery, additional design, excavation, site preparation, construction, installation, select backfill, compaction, formwork, de-watering, erosion control measures, traffic control, required bonds, insurance, mobilization, incidentals, and project closeout requirements.

Bidder is responsible for field verification of all dimensions and site conditions prior to submitting any bid.

The work shall generally consist of providing, constructing, and installing the following, complete in place, including all appurtenances and incidentals necessary for fully functional facilities serving their intended purposes:

- Cleaning and scaling of the rock surface inside the eastern tunnel on Fremont County Road 67;
- Shotcrete stabilization of the eastern entrance, and approximately 157 lineal-feet of ceiling and upper wall surface of the tunnel;
- Rock drilling and installation of rock dowels and anchor plates for the shotcrete;
- Installation of drain channels behind the shotcrete lining.

Plans and Specifications:

Separate descriptive plans and specifications prepared by Brierley Associates and dated August 28, 2018 are included for this project. Bidder must rely on the drawing sheets, sheet notes, bid schedule descriptions, State and Federal regulations, and manufacturer's installation instruction requirements in preparation of his bid and in performance of the construction of this project.

Site Preparation:

Owner will provide clear surface access to the work areas. The job site is an active County road with daily traffic. Contractor must coordinate construction activities with the Fremont County Department of Transportation (FCDOT). The date of formal road closure shall be upon mutual agreement between the Contractor and the FCDOT Director. FCDOT will accomplish the actual road closure, and provide all notifications and signage.

Final Site Work:

After adequate cure time, Contractor shall remove all construction debris and excess materials, and restore all areas to as near original condition as is feasible.

BID SCHEDULE

BID ITEM #1: – Bonding and Mobilization This bid item includes payment for obtaining required bid bond, payment and performance bonds, preparation, submittal, and maintenance of any required Federal, State, or County permits, material storage area preparation and security, and all other mobilization costs.

BID ITEM #1:
1 Job) @ \$ _____
WRITTEN TOTAL OF BID, BID ITEM #1: _____

BID ITEM #2: – Tunnel Rehabilitation as outlined in these specifications and shown on drawing sheets T-1, T-2, T-3, and T-4 titled “Tunnel Rehabilitation”. This bid item also includes all demobilization, job close-out and site cleanup costs.

BID ITEM #2:
1 Job) @ \$ _____
WRITTEN TOTAL OF BID, BID ITEM #2: _____

TOTAL ALL BID ITEMS 1 and 2: \$ _____

WRITTEN TOTAL OF BID ITEMS 1 and 2: _____

BID FORM (continued)

The undersigned, if awarded the contract for the “Phantom Canyon Tunnel Repair Project”, agrees to execute and submit the complete Contract within fifteen (15) days of the Notice of Award and further agrees to complete the work within the Contract Time as stated in these specifications and in the Notice to Proceed.

Submitted By,

(Name of Firm)

(Business Address)

(E-mail Address)

(Phone)

By: Signature

(Printed Name)

(Title)

(Date)

ATTEST:

(Notary Seal)