

TYS MCGEE TYSON AIRPORT PARKING GARAGE
ALCOA, TENNESSEE
GS 45633.15/MHM_23021

ADVERTISEMENT FOR BIDS

Messer Construction Company, acting as Construction Manager at Risk for the METROPOLITAN KNOXVILLE AIRPORT AUTHORITY will receive sealed proposals for the Construction of

MCGHEE TYSON AIRPORT PARKING GARAGE EXPANSION BID Package 02 (PARCS Equipment)

Messer Construction Co will be accepting Bids until **2:00 PM local time, Thursday January 16, 2025 For Bid Package 2 Work Category 23 Parking Controls and Gates**. The bids will be received at Messer Construction Co Regional Office at 120 Perimeter Park Rd or emailed per instructions in the Bid Documents. Bids will be opened by Owner, Design Team, and CMAR. Bids received after the stated time will not be accepted. All work shall be performed in strict accordance with the Contract Documents. The work includes but is not limited to the following: The furnishing of all labor, materials, equipment, incidentals, and tools, and miscellaneous services required for the construction and completion of the Project; and submission of material submittals, forms, applications, equipment warranties/registration and other documents, as required by applicable regulatory authorities. **Prebid Meeting will be held on December 10, 2024, at Messer Constructions Jobsite office Trailer 1100 E Hunt Road Alcoa, TN 37701. Messer office trailer is located at the Center Gravel Lot next to Page Trucking.**

SCOPE OF WORK

The scope of this project includes PARCS equipment for the New Parking Structure and the entire MKAA Airport Campus see scope write up, specifications, and drawings. General work elements for this project include:

1. *WC23: Parking Control/Gates*

The complete Advertisement for Bids can be obtained from:

McGhee Tyson Airport's Website:

<https://flyknoxville.com/business-at-tys/>

Or

Messer Construction Company

- [Plan Room \(messengerplans.com\)](https://messengerplans.com)
- Double click McGhee Tyson Knoxville Airport (TYS Parking Garage) Project
 - o Login/Register for plan access
- Builders Exchange TN
 - o [BXTN Daily Project Summary](#)

Title VI Solicitation Notice



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The Metropolitan Knoxville Airport Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.



SECTION 00 21 13 - INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

- 1.1 The Contractor has entered into an agreement with the Owner to provide Contractor services in connection with the Project (the "Prime Contract"). The Contractor is soliciting bids for a Subcontract to be entered into with the Contractor for a portion of the Project.
- 1.2 The proposed Subcontract Documents consist of the form of Subcontract Agreement between the Contractor and Subcontractor, including all exhibits and addenda thereto, together with all applicable terms of the Prime Contract including but not limited to General, Supplementary and other Conditions, Drawings, Specifications and Addenda. The term Bidder refers to the person or organization submitting a bid to Contractor hereunder, and the term Sub-bidder refers to a person or organization submitting a bid to Bidder for the portion of the Subcontractor's Work.

PART 2 - BIDDER CERTIFICATIONS

- 2.1 The Bidder certifies to Contractor that:
 - A. The Bidder has read and understands the proposed Subcontract Documents and other Bidding Documents, to the extent that such documentation relates to the Work for which the Bid is submitted or to any other related portions of the Project.
 - B. Prior to bidding, the Bidder has visited the Project site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Subcontract Documents.
 - C. Prior to bidding, the Bidder has carefully reviewed the proposed Subcontract Documents and informed the Contractor, in writing, of any errors, omissions, inconsistencies, code violations, or ambiguities discovered. Bidder acknowledges that it will not be allowed to rely on any of the foregoing after signing a Subcontract that were recognized and not reported before signing.
 - D. If requested following the bid date, the Bidder will return all copies of the Drawings and Specifications received by it (or made by it) to Contractor, unless the Bidder receives the award of the Subcontract.

PART 3 - CLARIFICATIONS AND CHANGES

- 3.1 Bidders and Sub-bidders desiring clarification or interpretation of the Bidding Documents shall make a written request to be received by the Contractor at least seven days (unless otherwise approved by Contractor) prior to the date for receipt of bids. Interpretations, corrections and



changes of the Bidding Documents will be made only by written Addendum. Interpretations, corrections and changes of the Bidding Documents given verbally by the Architect or Contractor, or in any other manner except an Addendum, are of no legal effect and Bidder shall not rely upon them.

- 3.2 Addenda will be transmitted to all who are known by the issuing office to have received a complete set of Bidding Documents. Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose. Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall confirm this if so designated in the Bid but shall be bound by all Addenda that were issued even if the Bid does not expressly call for them to be acknowledged in the Bid.
- 3.3 Any Bidder desiring to propose a substitution for any specified materials or equipment must submit the request in writing to Contractor at least 10 days before receipt of bids, unless otherwise approved by Contractor. Approval of any requested substitution is in the sole discretion of the Owner, in consultation with the Architect and Contractor, and if granted will be reflected in an Addendum. Bidder must not assume that any substitution will be approved after the bid date, and must submit its Bid based on the then-current Addenda and other Bidding Documents.

PART 4 - BIDDING PROCEDURES

- 4.1 Bids shall be completed legibly, in ink and submitted on the forms included in Section 00 41 00 – Bid Form. Bids can be electronically submitted to Attn: Tyler Steigerwald at Rsteigerwald@messer.com.
- 4.2 Any failure to bid a designated portion of the Work or any Alternate may result in the Bid being considered non-responsive, unless otherwise expressly stated. If no change in the Bid amount is required for any Alternate, enter "No Change" or \$0.
- 4.3 If the Bidder makes additional stipulations on the bid form or qualifies the Bid in any other manner, it may be considered non-responsive.
- 4.4 The Bid shall be signed by a person or persons legally authorized to bind the Bidder to a contract. Evidence of authority shall be submitted immediately if requested by Contractor after the bid date, and must be included with any bid signed by any person other than an officer of the Bidder with a title of general partner, general manager, vice president or above.
- 4.5 No bid bond is required if Prequalified; however, the Bidder guarantees to enter into a Subcontract with the Contractor on the terms stated in the Bid and Bidding Documents and will, if required by the Subcontract Documents, promptly after execution of a Subcontract, furnish bonds covering the faithful performance of the Subcontract and payment of all obligations arising thereunder. If an award is made to the Bidder and the Bidder does not execute a Subcontract or does not furnish

required performance and payment bonds, then despite the absence of a bid bond, the Bidder is liable to the Contractor for all additional costs incurred in engaging a replacement Subcontractor selected in good faith by Contractor (which is not necessarily the next lowest bidder), including but not limited to any delay costs, together with all attorneys' fees and other costs of collection if Bidder does not pay that amount immediately upon demand.

- 4.6 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids may be returned unopened at Contractor's discretion. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids. Oral or telephonic bids will not be considered unless otherwise determined by the Contractor.
- 4.7 A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid. Prior to the time and date designated for receipt of bids, a Bid submitted may be modified or withdrawn by written notice from the Bidder to the party receiving bids at the place designated for receipt of bids.

PART 5 - SUBMISSION AND CONSIDERATION OF BIDS

- 5.1 Bids shall be opened privately unless otherwise stipulated in the Bidding Documents. At the discretion of the Owner, or if stipulated in the Bidding Documents.
- 5.2 The Contractor, independently or at the direction of the Owner, shall have the right to reject any or all Bids unless otherwise required by law. A Bid which is in any way incomplete or irregular is subject to rejection as nonresponsive, unless waived by the Owner and Contractor when permitted by law to do so.
- 5.3 It is the intent of the Contractor, subject to any required approval of the Owner, to award a Subcontract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available; however, any Bid may be rejected without necessity of stating any cause unless otherwise required by law, and the Contractor (unless prohibited by law) reserves the right to negotiate with one or more Bidders before making an award decision. The Contractor shall have the right to accept the Bid which, in the Contractor's judgment, is in the Owner's and Contractor's own best interests and in compliance with any legal requirements.
- 5.4 The Owner and Contractor shall have the right to accept or reject Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

END OF SECTION 00 21 13



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