

Memphis Downtown Parking Facilities

2024 RESTORATION



PROJECT SPECIFICATIONS

Addendum #[0102](#)

April [0305](#), 2024

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MEMPHIS DOWNTOWN PARKING FACILITIES 2024 RESTORATION

IFB-SECTION 1 DEFINITIONS AND THE WORK

IFB - Section 1.1 Bidding Definitions

The terms defined in any of the Contract Documents, particularly in the General Conditions, are applicable to these Instructions to Bidders and must also be referenced. Generally, terms that begin with capital letters as defined in the General Conditions may also be explained in further detail in these Instructions to Bidders. Each BIDDER must carefully check all definitions in order to understand the requirements of the Contract Documents. Definitions relevant to Bidding include, but are not limited to the following:

- A. **Bid**
Refers to all Bid Forms and other documentation, completed and properly executed, which are required by these Bidding Documents to be submitted for consideration of an Award of the Contract Documents.
- B. **Bidder**
Refers to a person or entity (corporation, partnership, joint venture or otherwise) submitting a Bid.
- C. **Bidding Documents**
Refers to both the Contract Documents and all items which are required to be submitted with and as a part of the Bid.
- D. **Bid Date and Time**
Bids will be received until **2:00 pm, prevailing time, on 04/0512/2024**, (the "Bid Date and Time") in the office of the OWNER at the following address:

**Ms. Lauren Bermudez, Transportation Manager
Downtown Memphis Commission (DMC)
114 North Main Street
Memphis, TN 38103**

Bids received after the Bid Date and Time will be returned unopened. Bids shall also be scanned in color and emailed to the following:

Lauren Bermudez,	bermudez@downtownmemphis.com
Brett Roler	roler@downtownmemphis.com
Penelope Springer	springer@downtownmemphis.com
Kevin Carrigan, PE	kcarrigan@tha-consulting.com
Ryan Klass, EIT	rklass@tha-consulting.com
Dritan Cakalli	dcakalli@tha-consulting.com
Dominic Barbone	dbarbone@tha-consulting.com

E. **Contract Documents**

Agreement between Owner and Contractor, Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract.

F. **Successful Bidder**

Refers to the Bidder receiving an Award of the Contract Documents.

IFB - Section 1.2 The Work: Award of General Construction Contract

A Summary and description of the Work is provided in the Technical Specifications. The OWNER has the right to require the SUCCESSFUL BIDDER to perform any or all of the Work for the amounts set forth in its Bid.

The Work of this contract consists of the general construction (including trade subcontracts as necessary) as further and more fully set forth in the Contract Documents.

A. **Copies of Bid Form; No License Granted**

The OWNER will make the Contract Documents available for the purpose of obtaining Bids on the Work and do not confer a license or grant permission for any other use of the Contract Documents.

IFB-SECTION 2 REQUESTS FOR INFORMATION AND ADDENDUM

IFB-Section 2 Bidder's Review Of Bidding Documents and Site

A. **Examination, Comparison, and Correlation of Bidding Documents and Site**

All BIDDERS are to carefully examine, compare, and correlate the site of the proposed work, the Proposal, Drawings, Specifications, Addendums, Conditions of the Contract, the Contract, and all other Bid Documents before submitting a proposal. BIDDERS should inform themselves of the conditions under which the work is to be performed, the site of the work, the obstacles which may be encountered, and all other relevant matters concerning the work to be performed as specified herein. Submission of a bid shall be considered evidence that the BIDDER has made such examination and is satisfied as to the requirements of all Bid Documents. The successful BIDDER will not be allowed any extra compensation by reason of any matter or thing concerning which said BIDDER might have fully informed itself, because of its failure to become informed prior to the bidding.

The BIDDER shall submit Requests for Information and Clarification to the ARCHITECT and OWNER of any alleged Conflict.

Any requests for information / clarifications, further information, or a pre-bid request to use Equal Items or Substitute Items in connection with the Work will only be addressed if:

- Submitted on the BIDDER RFI FORM, and received by the following representatives on or before **5:00 pm**, prevailing time, **4 business days** prior to the bid date:
 - **Kevin Carrigan**, at kcarrigan@tha-consulting.com

- **Ryan Klass**, at rklass@tha-consulting.com
- **Dritan Cakalli**, at dcakalli@tha-consulting.com
- **Dominic Barbone**, at dbarbone@tha-consulting.com
- **Lauren Bermudez**, at bermudez@downtownmemphis.com
- **Brett Roler**, at roler@downtownmemphis.com
- **Penelope Springer**, at springer@downtownmemphis.com

If deemed necessary or appropriate by the **OWNER**, an Addendum may be issued on or before **5:00 pm**, prevailing time, **2 business days** prior to the bid date. All RFI responses and Addendums can be found utilizing the Downtown Memphis Commission website listed below:

- <https://downtownmemphis.com/about/business-improvement-district/community-rfps-and-rfqs>

B. Changes Made by Written Addendum Only

Any Determination which the OWNER and/or the ARCHITECT shall decide to issue, whether upon its own initiative or in response to questions and issues raised either at the Pre-Bid Conference or in requests for information / clarifications submitted by BIDDERS, will be in the form of a written Addendum. Each BIDDER shall ascertain that it has received any Addendum which may have been issued and shall acknowledge receipt of same in its Proposal, where indicated. If granted, a pre-Bid approval of proposed Equals or Substitutions will be set forth in an Addendum. BIDDERS shall not rely upon approvals purported to be made in any other manner.

C. Procedure for Issuing Addenda

Except an Addendum either withdrawing the request for Bids or one which includes postponement of the presently-scheduled Bid Date and Time, no Addendum will be issued later than **TWO (2) days** (excluding Saturdays, Sundays and holidays) prior to the Bid Date. Addendums will be emailed to BIDDERS who have registered with the OWNER.

IFB-SECTION 3 BIDDING PROCEDURES

IFB - Section 3.1 Pre-Bid Conference

A Pre-Bid conference will be held on **03/20/2024 at 10:00AM**, prevailing time within the conference room of the Downtown Memphis Commission office.

**Downtown Memphis Commission
114 North Main Street
Memphis, TN 38103**

Site visits for each of the garages will be held immediately following the pre-bid conference. Hard hats, protective eyewear and orange reflective safety vests are recommended for the site visit.

IFB - Section 3.2 Use of Complete Sets of Documents

BIDDERS shall use the complete set of Bidding Documents in preparing its Bid. The OWNER assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete set of Bidding Documents.

Copies of the Contract Documents may be obtained on and after, 03/08/2024 utilizing the Downtown Memphis Commission's website noted below:

<https://downtownmemphis.com/about/business-improvement-district/community-rfps-and-rfgs>

IFB - Section 3.3 Completion of Bids

All items of the Work shall be included in a Bid and all information requested in the Bid Forms shall be supplied. All blanks shall be filled in by typewriter or manually in ink. Where so indicated, sums shall be expressed in both words and figures. Interlineations, alterations and erasures must be initialed by the signatory to the Bid. *All Bid Forms shall be completed and submitted in accordance with all requirements.*

IFB -Section 3.4 Submission of Bids

Bids shall be deposited at the designated location prior to the Bid Date and Time. Each BIDDER is fully responsible for timely delivery at the designated location, regardless of the mode of delivery. Oral, telephonic, telegraphic or faxed Bids, or other bids which are delivered unsealed are invalid and will not receive consideration.

In no case shall the OWNER have any responsibility for a Bid which is not timely received due to delay for any reason, including but not limited to traffic delay, messengering, mislabeling, delays due to mail delivery, misdirection from any source or otherwise.

There will not be a public bid opening. Contractor selection will be made by the Owner on a best value basis.

A Bid shall be submitted in an envelope which is sealed and which is clearly marked on the outside with the name of the OWNER, the name and address of the Bidder and the Contract Name for which the Bid is being submitted.

IFB - Section 3.5 Modification or Withdrawal of Bids

A. Withdrawal or Cancellation After Submission

By submitting a Bid each BIDDER should agree that they will not attempt to modify, withdraw or cancel their Bid for ninety (90) days after the Bid Date and Time (or such longer time to which the BIDDER may agree).

B. Withdrawal or Modification Before Submission

A Bid submitted prior to the Bid Date and Time may only be modified or withdrawn by a written notice to the OWNER, at the address specified in the Advertisement for Bids, over the signature of the BIDDER and which notice is received by the OWNER prior thereto. Any modification to a Bid may be accomplished only by a written withdrawal of the original Bid and submission of a new Bid which conforms with each and every requirement of the Bidding Documents, including Bid Security, which shall be in an amount sufficient for the Bid as modified and re-submitted.

IFB - Section 3.6 Evaluation of Bids: Discrepancies

A. **Evaluation: Rejection of Bids**

The OWNER will evaluate Bids by considering the qualifications of the BIDDER, whether or not the Bid complies with all prescribed requirements and the Bid Price. The OWNER will conduct such investigation as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the BIDDER to perform the Work as required by the Bidding Documents. The OWNER retains the right to reject any Bid which fails any such evaluation.

B. **Discrepancies**

Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

IFB - Section 3.7 Rejection of Bids and Waiver of informalities

The OWNER shall have the right to reject any or all Bids to the full extent of its discretion including without limitation, any bid which is in any way unbalanced, unreasonable, non-conforming, unqualified, incomplete, non-responsive or otherwise irregular. The OWNER further reserves the right to waive informalities or irregularities to the full extent of its discretion. The OWNER reserves the right, when it is in its best interest to do so, to award the Contract Documents in whole or in part, to waive any informalities in, or to reject any or all Bids.

IFB - Section 3.8 No Liability of OWNER or its Representatives

Under no circumstances shall the OWNER, or any other person engaged or employed by or affiliated with any of the above, be liable for costs, expenses, or damages of any kind incurred by any BIDDER by reason of the rejection of any or all Bids, or by reason of any error or omission in the Bidding Documents or the Contract Documents which may occasion the rejection of any or all Bids.

IFB - Section 3.9 Award of Contract Documents

Subject to its right to reject bids, the OWNER intends to Award the Contract Documents to the qualified and responsible BIDDER. In addition to the consideration of the equal business opportunity (EBO) policy as follows:

The DMA strives for a goal of at least twenty-five percent (25%) participation in all projects by minority and/or women-owned business enterprises (MWBES). The selected consultant is required to proactively reach out to MWBES and provide a fair opportunity to receive notice, to bid on, and be considered for selection of any potential subcontracting opportunity associated with this project. In your response to the RFQ, please indicate how your firm will meet this goal in conducting the project, and how your firm will make best faith efforts toward achieving the goal.

IFB-SECTION 4 BID FORMS AND RELATED SUBMITTALS

IFB - Section 4.1 Bid Form

The Proposal shall be submitted on an all-inclusive basis and shall include the entire cost of the Work. All blanks must be filled in.

IFB - Section 4.2 List of Subcontractors

A. List of subcontractors

Every BIDDER must disclose any subcontractors it proposes to use. Consideration must be taken into account for the equal business opportunity (EBO) policy as follows:

The DMA strives for a goal of at least twenty-five percent (25%) participation in all projects by minority and/or women-owned business enterprises (MWBES). The selected consultant is required to proactively reach out to MWBES and provide a fair opportunity to receive notice, to bid on, and be considered for selection of any potential subcontracting opportunity associated with this project. In your response to the RFQ, please indicate how your firm will meet this goal in conducting the project, and how your firm will make best faith efforts toward achieving the goal.

B. Disqualification of Subcontractors

The OWNER will notify the apparent lowest responsible BIDDER in writing if, after due investigation, there are grounds for reasonable objection to any proposed person or entity. A Bid may be disqualified and therefore rejected if the OWNER has reasonable objection to same.

IFB - Section 4.3 Bonds

Performance and payment bonds are required for this project. Performance and Payment bonds shall be provided by the Awarded Contractor within ten (10) days of the Award. Performance and payment bonds shall be for 100% of the contract amount.

IFB - Section 4.4 Labor

The Contractor may use union or non-union labor, or both. The Contractor shall take reasonable measures to minimize the likelihood of any strike, work stoppage or other disturbance and shall work diligently to resolve any such events that should occur in a timely manner.

IFB - Section 4.5 Insurance Requirements

The Contractor must carry General Liability insurance coverage in a minimum amount of \$1,000,000 per each occurrence, and \$2,000,000 General Aggregate, as well as Workers Compensation in a minimum amount of \$500,000 per each accident and vehicle insurance. These minimum coverages will be in effect for the length of the Agreement and at least ninety days thereafter. This insurance shall cover, but is not limited to, any damage or injury caused by the Contractor's labor or equipment which affects the Owner's property, guests, and/or employees. The Contractor is also responsible that any sub-contractor has the same insurance coverage. The Owner and Engineer shall be named as an additional insured as its interests apply. The Contractor will provide a current certificate of insurance at the time this Agreement is executed. The Contractor is obligated to provide any subsequent insurance certificates should the Contractor's coverage change.

IFB-SECTION 5 CONTRACT TIME AND FORMS

IFB - Section 5.1 *The Contract Time is of the Essence*

Time is of the essence of the Contract Documents, and the Work shall be completed in accordance with the schedule set forth below. The Contractor shall schedule the work, assign the appropriate manpower, and perform the work to meet the schedule set forth below. Work may be performed on the weekends and should not be additional cost to the Owner. Liquidated Damages in the amount of five hundred dollars (\$500.00) per calendar day per project will be assessed against the Contractor for each day after the scheduled completion date the Project is not completed as set forth below. The Liquidated Damages shall be assessed because the Contractor's failure to perform its specified scope of work will result in added costs or a loss of revenue to the Owner. The Contractor shall not be liable if performance failures arise out of causes beyond its control and without the fault or negligence of the Contractor.

MILESTONE SCHEDULE DATES:

Bidding Documents Available	03/08/2024
Prebid Conference	03/20/2024 at 10:00AM
RFI Deadline	03/29/2024 at 5:00 PM
Last Addendum	04/03/2024 at 5:00 PM
Bid Date and Time - Bids will be received until	04/ 05 <u>12</u> /2024 at 2:00PM, prevailing time
Notice of Intent to Award	04/ 19 <u>26</u> /2024
Contractor to Return Executed Contract to Owner	04/26 <u>05/03</u> /2024
Contract Approval / Notice to Proceed	05/ 03 <u>10</u> /2024
Substantial Completion	11/ 15 <u>22</u> /2024
Final Completion	11/29 <u>12/06</u> /2024

IFB - Section 5.2 *Execution and Delivery of Contract Forms*

The form of Agreement, which the successful Bidder, as Contractor, will be required to execute is included in the Contract Documents and must be carefully examined by each Bidder. The successful BIDDER shall, within **seven (7)** calendar days after notice of award and receipt of Agreement forms from the Owner, sign and deliver to the Owner all required copies of the Agreement forms, including the Required Insurance all dated and fully effective as required by the Contract Documents. The certificates of insurance shall be approved by the Owner before the successful Bidder may proceed with the work.

IFB - Section 5.3 *Equal Items or Substitutions*

Any Award of the Contract Documents shall be on the basis of the Materials specified which establish a particular standard. No Equal Item or Substitute Item will be considered as part of a Bid unless written request for approval has made in accordance with all procedures and requirements specified in the Contract Documents.

IFB - Section 5.4 *Compliance With All Federal & State Statutes*

The Bidders and successful Contractor shall be required to comply with all laws, provisions, and requirements of all Federal and State Statutes, Codes and Municipal Ordinances.