

SECTION 00 11 16 - INVITATION TO BID

1.1 PROJECT INFORMATION

- A. Notice to Bidders: Qualified bidders are invited to submit bids for Project as described in this Document according to the Instructions to Bidders.
- B. Project Identification: UofL Health Science Center, 615 Preston Street Louisville, KY, 40202
- C. Owner: University of Louisville, 421 W Cardinal BLVD Louisville, KY, 40208
- D. Architect: Champlin/EOP, 322 East Main Street Louisville, KY, 40202
- E. Contractor: Messer Construction , 9710 Bunsen Parkway Louisville, KY, 40299
- F. Project Description: Project consists of complete demolition of the existing KDP building and all associated systems. Relocation of existing fiber feed.
- G. Construction Contract: Bids will be received for the following Work:
 - 1. Bid Category 01: Demolition
 - 2. Bid Category 02: Fiber Relocation
 - 3. Bid Category 03: Electric and Temporary Electric

1.2 BID SUBMITTAL AND OPENING

- A. Contractor will receive sealed bids until the bid time and date at the location indicated below. Contractor will consider bids prepared in compliance with the Instructions to Bidders issued by Contractor, and delivered as follows:
 - 1. Bid Date: 10/16/2025
 - 2. Bid Time: 1PM local time.
 - 3. Location: via email to jkeeton@messer.com and jlarkin@messer.com
- B. Bids will be opened within 5 business days. Those who submitted bids will be provided opportunity to be present for bid opening.

1.3 BID SECURITY

- A. Bid security is not required.
- B. No bids may be withdrawn for a period of (45) days after opening of bids. Owner and Contractor reserves the right to reject any and all bids and to waive informalities and irregularities.



SECTION 00 21 13 - INSTRUCTIONS TO BIDDERS**PART 1 - GENERAL**

- 1.1 The Contractor has entered into, or expects to enter 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. If the Owner and the Contractor have not entered into the Prime Contract when this Subcontract is executed, then the term "Prime Contract" shall refer to the then-current proposed version of the Prime Contract as identified by the Contractor, which version shall be furnished to the Subcontractor upon request and may be supplemented by change order to reflect the final version (Subcontractor agrees to execute any such change order upon request of without additional compensation if there is no material adverse change in the obligations flowing down to Subcontractor).
- 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.
- 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; 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, the qualified Bids will be publicly opened and will be read aloud. An abstract of the Bids may or may not be made available to Bidders unless required by law.
- 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

1.4 PREBID CONFERENCE

- A. A pre-bid conference for all bidders will be held at
 - 1. At 615 Preston Street Louisville, KY, 40202
 - 2. On 9/26/2025
 - 3. At 10am local time.
 - 4. Prospective bidders are encouraged to attend.

1.5 DOCUMENTS

- A. Online Procurement and Bid Documents: Obtain access after 9/19/2025.
 - 1. Online access will be provided via planroom at messer.com.

1.6 TIME OF COMPLETION

- A. Bidders shall begin the Work on receipt of the Notice to Proceed and shall complete the Work within the Contract Time as described in section 00 31 13 Preliminary Schedules.

1.7 INQUIRIES

- A. All questions shall be directed no later than 10/8/2025 at 1PM to the Contractor's Representative:
 - 1. Jason Larkin, jlarkin@messer.com
 - 2. Justin Keeton jkeeton@messer.com

END OF SECTION 00 11 16