

00020

EPA

ADVERTISEMENT FOR BIDS

Owner: Greenville Water

EPA Project No.: TBD

AECOM Technical Services, Inc. Project No.: 60618759

Separate sealed bids for the Adkins 60" Potable Water Transmission Main Phase 2 will be received by Greenville Water, South Carolina until 3:00 PM on October 18, 2024, and then at said place be publicly opened and read aloud.

The work to be done consists of furnishing all materials, equipment and labor necessary to construct Adkins 60" Potable Water Transmission Main Phase 2, consisting of the following approximate quantities:

Approximately 32,017 LF of 60" Welded Steel Pipe (WSP) Transmission Main, 50 LF of 36" DIP, 654 LF of 72" Steel Casing installed by jack and bore, 407 LF of 6" DIP and all associated appurtenances.

A Pre-Bid meeting will be held at **9:00 AM, September 26, 2024** at the **Witty Adkins WTP at 173 Gap Hill Road, Six Mile, South Carolina**. Representatives of the Owner and Engineer will be available to answer questions. Contractors will be afforded a site visit during this time.

Any contract or contracts awarded under this Advertisement for Bids are expected to be funded in part by a grant from the United States Environmental Protection Agency. Neither the United States nor any of its departments, agencies or employees is or will be a party to this Advertisement for Bids or any resulting contract. This procurement will be subject to regulations contained in 40 CFR Part 33. All bidders must comply with all "United States Environmental Protection Agency Region 4 Supplemental General Conditions for Federally Assisted Construction Contracts" which is Section 00800.3 of this bid package.

Bidders on this work will be required to comply with the President's Executive Order No. 11246 and Order No. 11375 which prohibit discrimination in employment regarding race, creed, color, sex or national origin.

Bidders must comply with Title VI of the Civil Rights Act of 1964, the Davis-Bacon Act, the Anti-Kickback Act, Contract Work Hours and Safety Standards Act, and 40 CFR 33.240.

Bidder must make positive efforts to use small, minority, and women-owned businesses.

MBE/WBE firms are encouraged to submit bids. Bidders must comply with the following: the President's Executive Orders Nos. 12138 and 11625 regarding utilization of MBE/WBE firms; the Civil Rights Act of 1964; the Davis-Bacon Act; and Section 70901 of P.L. 117-58 of the Bipartisan Infrastructure Law, 2021. Bidders must certify that they do not or will not maintain or provide for their employees any facilities that are segregated on the basis of race, color, creed, or national origin.

Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the contract.

Iron and Steel materials procured for this contract must comply with all American Iron and Steel Requirements discussed in P.L. 113-76, Consolidation Appropriations Act, 2014. Additional reference is included in Section 00800.3. A Build America, Buy America Act waiver was issued by the EPA for this project, and is included in Section 00800.3 as Attachment 8.

The Information for Bidders, Bid Form, Contract, Plans, Specifications, Bid Bond, Performance Bond and Payment Bond, and other contract documents may be examined at the following locations:

Owner: Greenville Water
Engineers: AECOM Technical Services, Inc., Greenville, SC.

Bidding Documents may be viewed and ordered online by registering with Duncan Parnell via their bid room <https://bidroom.duncan-parnell.com/>. Registration with Duncan Parnell is required to obtain the bid documents and be added to the official Plan Holder's List. Addenda will only be notified to those buying full sets from Duncan Parnell via their bid room. The cost of bid documents and shipping is non-refundable. OWNER/ARCHITECT/ENGINEER will NOT be responsible for copies of the bid documents obtained from sources other than from Duncan Parnell. If you need any assistance ordering or getting registered on <https://bidroom.duncan-parnell.com/> please contact: Michaela Bruinius at constech@duncan-parnell.com or 704-526-1856.

Bidder must be an official plan holder and on the projects plan holders list, for bid to be considered. Plan holders list is maintained by AECOM Technical Services, Inc.

Bidders must deposit security with all bids. Security shall be in the form of a certified check or bid bond made payable to the Owner, and shall be for an amount equal to not less than five percent (5%) of the amount of the bid. Provisions of the security shall be as described in the Information for Bidders.

Any prospective bidder, offeror, contractor or subcontractor who is aggrieved in connection with the solicitation of this contract may protest to Engineer (or) Owner in accordance with Section 11-35-4210 of the SC Code of Laws, within 15 days of the date of issuance of the Notice of Intent to Award.

No bid will be considered unless the bidder is legally qualified under the provisions of the South Carolina Contractor's Licensing Law (South Carolina Code of Laws as amended on April 1, 1999, Chapter 11, Sections 40-11-10 through 40-11-428).

Contractors shall have a classification of WL5.

No bidder may withdraw the bid within ninety (90) days after the actual date of the opening and thereof.

The Owner reserves the right to waive any informalities or to reject any or all bids.

ENGINEERS

AECOM Technical Services, Inc.
10 Patewood Dr., Bldg. VI, Suite 500
Greenville, SC 29615

OWNER

Greenville Water
407 Broad Street
Greenville, SC 29601

INFORMATION FOR BIDDERS

1. RECEIPT AND OPENING OF BIDS

Greenville Water (hereinafter called the "Owner"), invites bids on the Bid Form - Unit Price attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner in the Field Operations Training Room at 517 until 3:00 P.M. on October 18, 2024 at which time said bids will be publicly opened and read aloud by David Niese, PE. The envelopes containing the bids, Bid Bond and applicable EPA submittals stated below must be sealed, addressed to Greenville Water Department and designated as Bid for Adkins 60" Potable Water Transmission Main Phase 2.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. 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 90 days after the actual date of the opening thereof.

2. HANDLING OF BIDDING ERRORS

The Owner will accept mathematical bidding errors after the bid opening if the Contractor notifies the Owner within 24 hours of the bid opening and provides verifiable documentation of the error within 48 hours. This policy covers only verifiable mathematical errors and in no way includes judgmental errors. The Contractor will have the option of either withdrawing his bid without penalty or accepting the contract as bid, without adjustment. Should the Contractor withdraw his bid, the Owner will award the contract to the next suitable bidder.

3. PREPARATION OF BID

Each bid must be submitted on the Bid Form - Unit Price and be accompanied by a properly, Certification by Bidder Regarding Equal Employment Opportunity (Attachment 2 of Section 00800.3), MBE/WBE Compliance Checklist (Attachment 4 of Section 00800.3), Bidder's American Iron and Steel Certification Statement (Attachment 10 of Section 00800.3), Certification Regarding Lobbying (Attachment 12 of Section 00800.3), and the Bid Bond. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures. The foregoing Compliance Statement and Certifications must be fully completed and executed when submitted.

Bids which are incomplete, unbalanced, conditional or obscure, or which contain additions not called for, erasures, alterations, or irregularities of any kind, or which do not comply with the Information for Bidders, may be rejected at the option of the Owner.

The correct total amount bid for the completed work is defined as the correct sum total of the amounts bid for the individual items in the Proposal. The correct amount bid for each unit price item is defined as the correct product of the quantity listed for the item by the unit price bid.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, bidder's address, Contractor's License Number, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified above.

Only contractors who have purchased a complete set of bid documents and by doing so have been placed on the official Planholders' List will be allowed to submit a bid on this project.

4. SUBCONTRACTS

Any subcontracts awarded by the Prime Contractor for this project must comply with the "United States Environmental Protection Agency Region 4 Supplemental General Conditions for Federally Assisted Construction Contracts" which is Section 00800.3 of this bid package.

5. TELEGRAPHIC MODIFICATION

Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled time for receipt of bids, provided such telegraphic communication is received by the Owner prior to closing time, and provided further the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price, but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

6. METHOD OF BIDDING

The Owner invites the following bid(s):

- a. Unit Price.

7. QUALIFICATION OF BIDDER

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 contract and to complete the work contemplated therein. Conditional bids will not be acceptable.

8. BID SECURITY

Each bid must be accompanied by cash, certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of five percent (5%) of the bid. Such cash, checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining cash, checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or, if no award has been made within 90 days after the date of the opening of the bids, upon demand of the bidder at any time thereafter so long as he has not been notified of the acceptance of his bid.

9. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within ten (10) days after they have received notice of the acceptance of their bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

10. TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder must agree to commence work 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 number of

consecutive calendar days thereafter as indicated on the Bid Form. Bidder must agree also to pay as liquidated damages the sum indicated on the Bid Form for each consecutive calendar day thereafter as hereinafter provided in General Conditions.

11. CONDITIONS OF WORK

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible, the Contractor in carrying out his work must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

12. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally. Each request for such interpretation should be in writing, and sent to via email to appropriate contacts listed below. To be given consideration, the request must be received at least ten days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed to all prospective bidders (at the respective addresses furnished for such purposes), no later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

Any questions concerning technical specifications may be directed to:

Name: David Niese, PE
Title: Director of Engineering
Phone: 864.241.6131
Email: dniese@greenvillewater.com

CC: John W. Weldon, PE (AECOM)
Senior Project Manager
John.weldon@aecom.com

13. SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with his delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract, as specified in General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company, bond shall be countersigned by an agent residing in South Carolina, and the said surety shall be satisfactory to the Owner.

14. POWER OF ATTORNEY

Attorneys-in-fact who sign bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

15. NOTICE OF SPECIAL CONDITIONS

Attention is particularly called to those parts of the contract documents and specifications that deal with the following:

- (a) Inspection and testing of materials
- (b) Insurance requirements
- (c) Stated allowances

- (d) Permits and Rights-of-Way
- (e) "United States Environmental Protection Agency Region 4 Supplemental General Conditions for Federally Assisted Construction Contracts" which is Section 00800.3 of this bid package.

16. LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

17. METHOD OF AWARD - LOWEST RESPONSIVE, RESPONSIBLE BIDDER

The contract will be awarded, if it is awarded, to the lowest responsive, responsible bidder. The Owner will decide which is the lowest responsive, responsible bidder, and in determining such bidder, the following elements will be considered for each bidder.

- (a) A contract will not be awarded to any contractor that is in violation of the Clean Air Act and/or the Federal Water Pollution Control Act, or that utilizes any facility included in the EPA List of Violating Facilities (40 CFR Part 15 and/or 40 CFR Part 30.410.4).
- (b) Responsiveness to the request for bids is defined as:
 - (1) The completeness and regularity of Bid Form.
 - (2) A Bid Form without excisions or special conditions.
 - (3) A Bid Form having no alternative bids for any items unless requested in the technical specifications.
- (c) Responsibility will be based on whether the bidder:
 - (1) Maintains a permanent place of business.
 - (2) Has adequate plant equipment and personnel to perform the work properly and within the time limit that is specified.
 - (3) Has suitable financial status to meet obligations incident to the work.
 - (4) Has appropriate technical experience.

18. OBLIGATION OF BIDDER

At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and be thoroughly familiar with the plans and contract documents, including all addenda. The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to his bid.

19. EPA POLICIES FOR PROCUREMENT, CONTRACTS AND COMPLIANCE

Procurement of contracts under this bid invitation is subject to the regulations contained in the "United States Environmental Protection Agency Region 4 Supplemental General Conditions for Federally Assisted Construction Contracts" which is Section 00800 of this bid package.

END OF SECTION