

**C0711 – PENITENCIA WATER TREATMENT PLANT RESIDUALS MANAGEMENT PROJECT**

**Project No. 93234044**

**Invitation No. VW0595**

**1. Notice.**

Notice is hereby given that electronic Bids (eBids) will be received by the Santa Clara Valley Water District (Valley Water) submitted through Valley Water's Vendor Portal in PlanetBids (PlanetBids) as indicated in Section 2. Valley Water's Vendor Portal in PlanetBids, on **Wednesday, September 24, 2025**, by **2:00 p.m.**, for furnishing all material and performing all Work necessary for the construction of the **Penitencia Water Treatment Plant Residuals Management Project** located in City of San Jose, California.

**2. Valley Water's Vendor Portal in PlanetBids.**

<https://vendors.planetbids.com/portal/48397/portal-home>

**3. Availability of Bid Documents.**

- A. The Notice to Bidders (NTB) documents specifying the requirements of the Work and the details of the NTB procedures, Project Plans, Specifications, and Contract Documents, including the Instructions to Bidders and Bid Documents, can be downloaded at PlanetBids.
- B. To download these documents, prospective Bidders must first register as a vendor at PlanetBids indicated above. By registering as a vendor, Bidder will automatically receive notifications of upcoming Valley Water bidding opportunities. Once registered, Bidder can download the documents and the Bidder will be automatically included in the planholders list. There is no charge for downloading these documents.
- C. It is highly recommended that prospective Bidders acquire the Contract Documents directly through PlanetBids in order to bid on this Project and be assured that their Bids include all Addenda. All Addenda must be acknowledged online before selecting "Place eBid" to start the electronic submission process. PlanetBids will direct the prospective bidder to the Addenda tab if at least one acknowledgment is missing prior to entering the submission area.
- D. For questions or assistance regarding the vendor registration, please select the "Help" section within PlanetBids or contact the Valley Water Planroom by sending an email to [scwdplanroom@valleywater.org](mailto:scwdplanroom@valleywater.org).
- E. The NDA, already executed by Valley Water, must be executed by the requestor. The completed NDA must be emailed to the Planroom at the following email address: [scwdplanroom@valleywater.org](mailto:scwdplanroom@valleywater.org)

Upon receipt of the fully executed NDA, access to view the Contract Documents and all related Addenda through PlanetBids will be provided.

- F. Releasing certain information in the Plans and Specifications, including identification of the sole source products and details of the integration of the products into the existing information technology systems, to the public, may increase the potential for an attack on a Valley Water information technology system. To protect Valley Water's information technology systems, all parties interested in accessing the Project Plans, Specifications, and Addenda must register as a vendor at PlanetBids and submit a completed Non-Disclosure Agreement (NDA), FC 1650, to access the Contract Documents.

#### **4. Non-Disclosure Agreement - Network Access/Sensitive.**

The Contractor is advised that an additional Non-Disclosure Agreement (NDA) will be required for sensitive SCADA related information and activities, after award of the Contract. This is to protect Valley Water's confidential information in the rare circumstance when the confidential information being shared is extremely sensitive and/or when granting a person login access to our internal computer network. This is to prevent theft of information that could cause significant damage. This NDA Form FC 1882 is provided in Appendix K of the Contract Documents as a reference only and will be executed upon award of this Project.

#### **5. California State Department of Industrial Relations Contractor and Subcontractor Registration Requirements.**

- A. California Labor Code Section 1771.1 requires:

1. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the California Labor Code.

- B. An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

1. The subcontractor is registered prior to the bid opening.
2. Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee.
3. The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code within 24 hours after the bid opening.

#### **6. Summary of Work.**

- A. Project Description: The Project scope includes, but is not limited to, the following:

1. Mobilization, demobilization, scheduling, sequencing, and execution to meet Project restrictions and other work described in the Contract Documents.
2. Modifications at the existing Sedimentation Basins and Pipe Gallery, Potassium Permanganate Building, and Control Building.
  - a. Demolition of existing telescoping valves and related piping, valves, pumps, appurtenances, instrumentation and controls.
  - b. Installation of new submersible pumps and related piping, valves, appurtenances, electrical equipment, conduits and conductors, control panels, instrumentation and controls.
  - c. Modifications and tie-ins to existing electrical motor control center and information technology systems for new equipment, electrical, instrumentation and controls including programming and interfaces with the District's existing SCADA system software.
3. Modifications at the existing washwater handling and treatment facilities; and sludge handling and dewatering facilities.
4. Modification of the existing Washwater Discharge Structure.
5. Demolition of existing structures and facilities including foundation, foundation and containment pads, piping, equipment, chemical systems, electrical, instrumentation and controls, and appurtenances within or attached to the structures and facilities including:
  - a. Washwater Recovery Ponds North and South
  - b. Washwater and Sludge Transfer Pump Station
  - c. Sludge Holding Ponds Nos. 1 through 5
  - d. Decant/Filtrate Pump Station
  - e. Belt Press Building (except for existing photovoltaic (PV) system electrical equipment, instrumentation and controls, refer to separate item below)
  - f. Sludge Blending Tank
  - g. Polymer Storage Tank
6. Construction of new structures and facilities including:
  - a. Washwater Equalization Basins Nos. 1 and 2
  - b. Washwater Equalization Pump Station
  - c. Washwater Flocculation/Sedimentation Basins Nos. 1 and 2

- d. Filter to Waste Equalization Basin
  - e. Washwater and Filter to Waste Return Pump Station
  - f. Washwater Sludge Transfer Pump Station
  - g. Washwater Chemical Building
  - h. Washwater Electrical Building
  - i. Gravity Thickeners Nos. 1 and 2
  - j. Sludge Storage Tanks Nos. 1 and 2
  - k. Centrifuge Building, Conveyors and Loadout Structure
  - l. Sludge Transfer and Centrifuge Feed Pump Station
  - m. Centrate Wetwell and Pump Station
  - n. Decant Wetwell and Pump Station
  - o. Stormwater Management Facility
7. Installation of new chemical systems (i.e., sodium hypochlorite and polymer) including tanks, equipment, piping and appurtenances, instrumentation and controls, and tie-ins to serve the new facilities.
  8. Installation of new fire protection systems.
  9. Installation of new medium voltage substation (Load Center).
  10. Installation of new standby engine generator.
  11. Installation of new electrical, instrumentation and control equipment (including control panels), conduits, conductors, including modifications and tie-ins to serve the new facilities and equipment.
  12. Work at existing power substations, load centers, standby and emergency generators, electrical distribution equipment, and PV system electrical equipment.
  13. Supplemental Bid Item: Modifications to existing Photovoltaic (PV) system connection to the Penitencia WTP facilities and electrical distribution system including:
    - a. Removal and relocation, with reinstallation, of existing PV system electrical equipment, instrumentation and controls from existing Beltpress Building to new Centrifuge Building and existing PV Field.

- b. Installation of new conduits, modifications and tie-ins to connect existing PV system to new facilities and existing Penitencia WTP electrical distribution system.
14. Installation of new Yard piping, valves, and appurtenances, including modifications and tie-ins to serve the new facilities and equipment.
15. Installation of control systems for new and modified equipment, instrumentation, processes, and systems; includes programming and interfaces with the District's existing SCADA system software.
16. Site work that includes shoring, potholing, dewatering, installation of new, or relocation and/or modification of existing duct banks and utilities (including stormwater and irrigation), installation of stormwater improvements (including impervious pavement), installation of reinforced concrete slabs-on-grade, removal and replacement of pavement, sidewalks, curb and gutter, pavement resurfacing, removal and reinstallation of fencing, vegetation and tree removal, environmental mitigation measures, signage, and associated work.
17. Installation of temporary piping, electrical power, controls, instrumentation, and appurtenance systems to allow for the required sequencing of construction to maintain plant operation.
18. Testing, quality control, training of staff, provision of operations and maintenance documentation, trial system operation and start-up.
19. Landscape installation and landscape maintenance.
20. Construction Closeout:
  - a. Preliminary final inspection
  - b. Completion of deficiency list work
  - c. Site restoration
  - d. Final inspection
  - e. Record Drawings and Specifications
  - f. Closeout Documents including Project Completion letter
21. Supplemental Bid Item: Soil Removal and Class II Landfill Disposal
22. Supplemental Bid Item: Additional Lockout-Tag-out and Safety Measures Requested by District
23. The scope of Work is comprised of four (4) Milestones as provided in the Special Provisions, Section 12. Work and Contract Time(s), Article 12.03. Contract Time(s), for Milestones and Milestone Completion.

- B. Sole Source Products: The Contract Documents require the Contractor to provide specific sole source products in compliance with Public Contract Code §3400(c)(2). Releasing certain confidential information in the Plans and Specifications, including identification of the sole source products and details of the integration of the products into the existing information technology systems, to the public, may increase the potential for an attack on a Valley Water information technology system. All parties interested in accessing the Project Plans, Specifications, and Addenda must register as a vendor at PlanetBids and submit a completed Non-Disclosure Agreement (NDA) to access the Contract Documents.

**7. Contract Time.**

Time limit for completion of the Work is **1,825** calendar days. See Contract Documents, Special Provisions, Section 12. Work and Contract Time(s), Article 12.03. Contract Time(s), for Milestones and Contract Times.

**8. Liquidated Damages.**

See Contract Documents, Standard Provisions, Section 5. Prosecution and Progress of Work, Article 5.08. Liquidated Damages, and Special Provisions, Section 12. Work and Contract Time(s), Article 12.05. Liquidated Damages, for requirements regarding Liquidated Damages.

**9. Estimated Cost.**

The estimated cost of the Project is between **\$65** million to **\$75** million. This estimate is intended to serve merely as an indication of the magnitude of the Work. Neither the Bidder(s) nor the Contractor will be entitled to pursue a claim or be compensated due to variance in the stated estimated cost range.

A. Supplemental Bid Items.

1. These Bid Items, as listed in PlanetBids, may or may not be required. They may be deleted entirely or in part, by deductive change order(s), at the sole discretion of Valley Water. The sum of the Total Base Bid and the Total Supplemental Bid Items will be used to determine the lowest Bid price.

B. Additive/Deductive Bid Items. **NOT USED.**

**10. Contractor's License Requirement.**

The Bidder must possess a current Class A Contractor's license issued by the California Department of Consumer Affairs, Contractor's State License Board when the Bid is submitted. Regardless of whether a subcontractor must be identified at the time of Bid, each subcontractor must also be properly licensed to perform its scope of Work.

**11. Pre-Bid Meeting and Site Visit.**

- A. A Pre-Bid meeting and site visit will be conducted by Valley Water on **TUESDAY, AUGUST 26, 2025**. The Pre-Bid meeting and site visit will convene at **10:00 a.m.** (Pacific Standard Time), at **PENITENCIA WATER TREATMENT PLANT** at 3959 Whitman Way, San Jose, CA.

Anyone not in attendance at the meeting by **10:05 a.m.** will be considered late and as having not attended this **MANDATORY** Pre-Bid meeting and site visit. A Bid submitted by any Bidder not represented at the entire mandatory Pre-Bid meeting and site visit will not be considered and its Bid will not be accepted. Attendance at the Pre-Bid meeting and site visit by subcontractors is not required.

- B. Attendance by the Bidder at the Pre-Bid meeting/site visit is:
1.  Mandatory
  2.  Optional
- C. The objective of the Pre-Bid meeting/site visit is to familiarize prospective Bidders with the site. Please confirm your intent to attend the Pre-Bid meeting/site visit 24 hours in advance by registering at the Valley Water Vendor Portal. Additional information regarding the Pre-Bid meeting/site visit will be sent to all prospective Bidders who confirm their intention to attend. Every attendee will be required to show a government-issued photo ID (Driver's License or Photo ID).
- D. Valley Water will require all participants to bring and wear the appropriate Personal Protection Equipment (PPE) in order to be allowed entrance onto the site and to remain on the site.
- E. Reasonable efforts will be made to accommodate persons with disabilities wishing to attend the Pre-Bid meeting. Please send an email to [scvwdplanroom@valleywater.org](mailto:scvwdplanroom@valleywater.org) to request accommodations at least two (2) business days before the Pre-Bid meeting.
- F. An executed NDA, as specified in Section 3. Availability of Bid Documents is required in order to attend this Pre-Bid meeting.

**12. Inquiries.**

- A. The Bidder must submit all requests for clarification, or interpretation of the Bid Documents in accordance with the requirements stated in Instructions to Bidders, paragraph #8. Questions During Bidding. Written questions must be submitted in PlanetBids no later than nine (9) calendar days before the deadline for receipt of Bids.
- B. Valley Water may issue written Addenda as appropriate for clarification or other purposes during the bidding period. Addenda will be posted on PlanetBids and each planholder will be notified automatically.

**13. Project Labor Agreement.**

- A. Valley Water and the Santa Clara and San Benito Counties Building and Construction Trades Council have entered into a Project Labor Agreement (PLA) approved by Valley Water's Board of Directors on January 11, 2022. A Project Labor Agreement is a multi-union pre-hire agreement that governs wages, benefits, work rules, and other terms and conditions of employment at a construction site. The PLA is an agency-wide agreement applicable to all Covered Projects as defined in the PLA, Article 1 Definitions. 1.7, Covered Project.
- B. A copy of the executed PLA is in the Contract Documents in Appendix A, Project Labor Agreement.
- C. The Contractor must execute Project Labor Agreement, Addendum A - Agreement to be Bound and submit in accordance with the deadline stated in the Instructions to Bidders. Submission of Addendum A - Agreement to be Bound is not required at the time of Bid submittal.
- D. The Bidder must complete and submit Bid Form No. 11, Project Labor Agreement Acknowledgement, at the time of Bid in order for its Bid to be considered responsive.
- E. It is the responsibility of the Contractor to coordinate and schedule a Pre-Construction Conference with the Santa Clara and San Benito Counties Building and Construction Trades Council (Council) prior to starting work at the Project site. The Contractor must provide the Council with the documentation required for the Council to schedule and host a Pre-Construction Conference within 2 weeks after a Notice to Proceed is issued by Valley Water. The Contractor will be subject to the requirements stated in the Special Provisions, Article 12.05 Liquidated Damages, if the Pre-Construction Conference does not occur within this time frame due to late submission of the required documentation by the Contractor.

**14. Prevailing Wage Requirements.**

- A. Workers employed on this Project must be paid at rates at least equal to the prevailing wage rates as determined by the State of California Department of Industrial Relations pursuant to Section 1770 et seq. of the Labor Code. Said wage rates are incorporated herein by reference and may be inspected upon request. Visit <https://www.dir.ca.gov/opri/DPreWageDetermination.htm> to view the rates available on the State of California Department of Industrial Relations website. See Contract Documents, Standard Provisions, Section 4. Legal Regulations and Responsibilities, Article 4.04. Prevailing Wages, through Article 4.06. Apprentices, for related requirements.
- B. This Project is subject to compliance monitoring and enforcement by the State of California Department of Industrial Relations. The Contractor and subcontractors must furnish the records specified in California Labor Code Section 1776 directly to the Labor Commissioner, in the following manner: monthly, in a format prescribed by the Labor Commissioner.



**15. Bid Proposal Submittal.**

Electronic Bid submittal must be at the Valley Water Vendor Portal. The Proposal must be submitted in time for all information to be transferred to PlanetBids before the Bid submission deadline. If the transfer is not completed before the Bid closes, it will be considered submitted late and the Bid Proposal will not be accepted.

**16. Bid Opening.**

The Bids shall be made available to the public to view in PlanetBids on the date and time stated in this Notice to Bidders, Section 1. Notice.

**17. Errors or Discrepancies in the Bids.**

Valley Water reserves the right to reject any and all Bid Proposals. Valley Water also reserves the right to waive minor defect(s) or irregularities in any Bid received.

**18. Bidder's Security.**

- A. Each Proposal must be submitted electronically through PlanetBids and accompanied by a Bidder's Bond in the sum of not less than 10 percent of the total aggregate of the Proposal including all additive and Supplemental Bid items, if any.
- B. Bids shall be presented with an electronic Bidder's Bond (e-Bond) executed and verified by an admitted surety, made payable to Valley Water.
- C. Bidder's Security must be submitted in the form of a verified e-Bond through either Surety2000 at <https://www.surety2000.com> or Tinubu at <https://www.tinubu.com/ebonding> in PlanetBids before the latest date and time for submitting Bid Proposals as specified in Section 1. Notice. The PlanetBids Contract ID for this Project is VW0595.
  - 1. Bidders are solely responsible for completing Surety2000 or Tinubu registration, and payment of associated fees and charges.
  - 2. Valley Water is not responsible to Bidders for (a) Surety2000 or Tinubu acts or omissions; (b) the completeness or timely verification of the authenticity of the issued e-Bond; or (c) any other errors by third parties in the issuance of the e-Bond.
- D. Paper originals of Bidder's Bond that are physically delivered to Valley Water will not be accepted.

**19. Contract Retention.**

- A.  The Contract Retention for this Project is established at five (5) percent of the Contract Price.
- B.  The Contract Retention for this Project is established at ten (10) percent of the Contract Price. The Board of Directors has made a finding that the Project is

substantially complex and therefore requires retention higher than five (5) percent.

Substantially complex project challenges in this case pertain to the complexity and precision required to construct the work within an operating treatment plant that must remain operational at all times except for very brief shutdown periods. The number and length of planned plant shutdowns have to be kept to a minimum in order to minimize interruptions of water production and impacts to the water retailers and their customers. Contractor's work during plant shutdowns typically involves multiple disciplines (civil, mechanical, electrical, control systems) that must be planned and executed meticulously. The level of precision and coordination required for this Project is unique and beyond what is customarily required.

**20. Substitution of Securities.**

The Contractor may, at the Contractor's request and expense, substitute securities equivalent to the amount withheld by Valley Water to ensure the performance of the contract, in accordance with Public Contract Code §22300.

**21. Small Business Preference.**

Valley Water has elected to implement the small business preference provisions of Public Contract Code §2002(a)(1). For purposes of Valley Water's program, a small business is as defined in Government Code §14837. See <http://www.valleywater.org/construction> to view the Small Business Enterprise Outreach Program Policy.

**22. Rights of Way.**

This Project will be constructed within Valley Water's existing rights-of-way. Please refer to Contract Document, Special Provisions, Section 16. Work Constraints and Site Restrictions, Article 16.05. Rights of Way.

**23. Permits.**

A. The Contractor will be required to obtain permits during the construction of this Project including but not limited to the following:

1. Hazardous Materials Permit(s) from City of San Jose (Fire Department)
2. Fire Alarm and Sprinkler Permit(s) from City of San Jose (Fire Department)
3. Short Term Wastewater Discharge Permit from City of San Jose (Environmental Services Department)

Please refer to Contract Documents, Special Provisions, Section 18. Permits and Regulations, Article 18.01.02. Contractor Obtained Permits and Regulatory Deliverables, for permits obtained by the Contractor.

**24. Escrow Bid Documents.**

- A. Escrow Bid Documents must be submitted by the Bidders submitting the three apparent low Bids. The Escrow Bid Documents must be submitted in a sealed container, separate from the Bidder's Bid proposal, no later than 5 p.m. on the third business day following the Bid opening. Each container shall be clearly marked on the outside with the Bidder's name, date of submittal, Project name, and the words "Escrow Bid Documents." Timely submission of these Documents and Bid Form 10 is considered material by Valley Water.
- B. The Escrow Bid Documents must be accompanied by a separate certification, **FC 1897 "Bid Form 10, Escrow Bid Documents Certification of Completeness,"** signed by an individual authorized by the bidder to execute the Bid Proposal. The Bidder certifies that the material in the Escrow Bid Documents constitutes all of the documentary information used in preparation of this Bid, and that the Bidder's authorized individual has personally examined the contents of the Escrow Bid Documents container and has determined that the Documents in the container are complete.

## 25. Equal Opportunity.

Valley Water is an equal opportunity employer, and all Contractors of Valley Water are to have and follow a policy of equal opportunity including adherence to all state and federal laws and regulations, including the Federal Equal Opportunity Clause.

By order of the Board of Directors of the Santa Clara Valley Water District, San Jose, California, on AUGUST 12, 2025.

ATTEST:

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CANDICE KWOK-SMITH  
Clerk, Board of Directors

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