

**C0693 – FEDERAL ENERGY REGULATORY COMMISSION (FERC)
ORDER COMPLIANCE PROJECT
COYOTE PERCOLATION DAM REPLACEMENT PROJECT**

Project No. 91864009

Invitation No. VW0223

1. Notice.

Notice is hereby given that electronic Bids (eBids) will be received by the Santa Clara Valley Water District (Valley Water) submitted through PlanetBids as indicated in Section 2. PlanetBids Valley Water Vendor Portal, on **Wednesday, March 8, 2023, by 2:00 p.m.**, for furnishing all material and performing all Work necessary for the construction of the FERC Order Compliance Project (FOCP) Coyote Percolation Dam Replacement Project in San Jose, California.

2. PlanetBids Valley Water's Vendor Portal (PlanetBids).

<https://pbsystem.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 acknowledgement 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 send an email to scvwdplanroom@valleywater.org to contact the Valley Water Planroom.

4. California State Department of Industrial Relations Contractor and Subcontractor Registration Requirements.

California Labor Code Section 1771.1 requires:

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.

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:

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

5. Summary of Work.

- A. Project Description. The Project scope includes the following:
 - 1. Preparing Project site including constructing preservation fences to protect vegetation and culturally sensitive areas, demolishing and disposing of the existing flashboard dam, demolishing and disposing of the existing concrete foundation slab and north abutment wall to prepare for the construction of the new foundation and sloped abutment walls, demolishing and disposing of the concrete apron, removing and disposing of existing adjustable and fixed weirs, and demolishing and disposing of existing grouted rock slope protection to prepare for the construction of new concreted rock slope with a new grade.
 - 2. Control of water at the construction site, including dewatering and diversion of water from the Coyote Percolation Pond and groundwater, to ensure the Work is conducted in dry conditions.
 - 3. Construction of new reinforced concrete foundation for the rubber dam, abutment walls, and anchoring system.
 - 4. Installation of one (1) approximate 11-foot high, 151-foot long rubber dam by anchoring to the new concrete foundation and sloped abutments in the channel. The rubber dam, anchoring plates and bolts, and rubber dam control system will be Owner-furnished.

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5. Perform operational testing of the rubber dam and rubber dam control system to include rubber dam airtight system test, air supply and exhaust system, pressure sensing and automatic inflation and deflation system, mechanical deflation system, valves and other necessary components for operation and maintenance of rubber dam.
 6. Construction of new concrete apron downstream of rubber dam foundation.
 7. Construct and install four (4) adjustable steel weirs, six (6) removable steel weirs, and four (4) raisable weirs.
 8. Construction of new concreted-Rock Slope Protection (RSP) downstream of concrete apron.
 9. Construction of one (1) 23-foot by 21-foot equipment control building with noise control feature.
 10. Construction of approximate 75-foot long retaining wall to support the control building and approximate 250-foot fence and gate surrounding the control building.
 11. Construction of the new electrical line including conduit to supply power from the new PG&E power pedestal to equipment control building for power control of rubber dam and fish ladder weirs. From control building, electrical line including conduit is then extended to control panel station for power control of adjustable weirs, water temperature sensor and water level sensor.
 12. Construction, installation, and testing of the new fish ladder weir control system, water temperature sensor, and water level sensor.
 13. Resurfacing approximate 600-feet of existing maintenance roads.

B. Sole Source Products. None.

6. **Contract Time.** The date of completion shall be as specified in the Special Provisions, Article 12.03. Contract Time(s), for Milestones and Contract Times. The anticipated issuance of the Notice to Proceed will be in April 2023, with a completion date of October 15, 2023, for Milestone 1 and May 30, 2024, for Milestone 2.
7. **Liquidated Damages.** See Contract Documents, Standard Provisions, Article 5.08. Liquidated Damages, and Special Provisions, Article 12.05. Liquidated Damages, for requirements regarding Liquidated Damages.

8. **Estimated Cost.** The estimated cost of the Project is between \$11.5 M to \$13.3 M. 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. Additive/Deductive Bid Items. Not Used.
- B. Supplemental Bid Items. **Item No. 1 Cultural Sensitivity Monitoring.**
9. **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, at the time of Contract Award. 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.
10. **Pre-Bid Conference and Site Visit.**
- A. A Pre-Bid conference and site visit will be conducted by Valley Water on **Thursday, February 9, 2023**. The conference will convene at 10:00 a.m. (Pacific Standard Time) at Metcalf Park located at 7301 Forsum Road in 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 conference and site visit. A Bid submitted by any Bidder not represented at the entire mandatory Pre-Bid conference and site visit will not be considered and its Bid will not be accepted. Attendance at the Pre-Bid conference and site visit by subcontractors is not required.
- B. Attendance by the Bidder at the Pre-Bid conference and site visit is:
- ☒ Mandatory
- ☐ Optional
- C. The objective of the Pre-Bid conference and site visit is to familiarize prospective Bidders with the site. Please confirm your intent to attend the Pre-Bid conference and site visit 24 hours in advance by registering at PlanetBids. Additional information regarding the Pre-Bid conference/site visit will be sent to all prospective Bidders who confirm their intention to attend.
- D. Valley Water will require all participants to bring and wear the appropriate Personal Protection Equipment (PPE), i.e., safety shoes, in order to be allowed entrance onto the site and to remain on the site. Face coverings are not required but are encouraged.
- E. Reasonable efforts will be made to accommodate persons with disabilities wishing to attend the Pre-Bid conference and site visit. Please send an email to scvwdplanroom@valleywater.org to request accommodations.

11. 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 #7. 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.

12. 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 Project Labor Agreement, Article 1 Definitions. 1.7, Covered Project.
- B. A copy of the executed PLA is in the Contract Documents at 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.

13. Prevailing Wage Requirements.

This Contract is subject to state and federal (Davis-Bacon) requirements for payment of prevailing wages. Complying with federal prevailing wage laws is a requirement of the United States Environmental Protection Agency, Water Infrastructure Finance and Innovation Act (WIFIA) funding Valley Water will receive for this Project. See this Notice to Bidders, Section 24. Water Infrastructure Finance and Innovation Act (WIFIA) Requirements established by the Environmental Protection Agency.

- A. Additional information is provided in the Contract Documents, Appendix B, EPA/WIFIA Federal Requirements.

- B. The Federal minimum wage rates for this Project as predetermined by the United States Secretary of Labor are available at <https://sam.gov/content/wagedeterminations>. The applicable Federal Wage Determination for this Contract will be based on CA20230018 Modification 0 dated January 6, 2023. A copy of the Federal Wage Determination may also be found in the Contract Documents, Appendix B.
- Pursuant to Federal Labor Standards Provisions, Valley Water must notify Prospective Bidders of any modifications to Federal Wage Determinations 10 days prior to bid opening. Valley Water will issue an addendum to include updated Federal Wage Determinations, if necessary.
- C. 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/oprl/DPreWageDetermination.htm> to view the rates available on the State of California Department of Industrial Relations website. See Contract Documents, Standard Provisions, Article 4.04. Prevailing Wages, through Article 4.06. Apprentices, for related requirements.
- D. If there is a difference between the Federal Wage Determination and prevailing wage rates as determined by the Secretary of Labor and by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor shall pay not less than the higher wage rate.
- E. This Project is also a "Public Works" as defined in Sections 1720 through 1720.6 of the California Labor Code. The Contractor will be required to comply with the prevailing wage, hour and labor requirements set forth in California Labor Code Sections 1720 through 1861 (collectively "State Wage, Hour and Labor Requirements") to the extent that such requirements do not conflict with the Federal Wage, Hour and Labor Requirements and to the extent the Federal Wage, Hour and Labor requirements are not otherwise applicable.
- F. 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.
- 14. Bid Proposal Submittal.** Electronic Bid submittal must be at PlanetBids. 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.
- 15. Bid Opening.** The Bids shall be made available to the public to view in PlanetBids on the date stated in this Notice to Bidders, Section 1. Notice. Valley Water will not conduct a live stream teleconference of the bid opening.
- 16. 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.

17. 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 ten percent (10%) 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 <http://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.
 - 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.

18. Contract Retention.

- ☒ The Contract Retention for this Project is established at five (5) percent of the Contract Price.
- ☐ 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 percent.

19. 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 Section 22300.**20. Small Business Preference.** Not Used.**21. Rights of Way.** Valley Water has secured temporary rights of way to use property owned by the County of Santa Clara. The Contractor will be required to adhere to the Temporary Construction Easement requirements established by the County of Santa Clara during construction. See Contract Documents, Special Provisions, Article 16.05.03. Temporary Construction Easements (TCE), for temporary rights of way obtained by Valley Water. The TCE are in the Contract Documents, Appendix D.

22. Permits.

- A. The Contractor will be required to obtain permits from the City of San Jose for use of the public right away for hauling and traffic control. See Contract Documents, Special Provisions, Article 18.01.02. Contractor Obtained Permits and Regulatory Deliverables, for permits obtained by the Contractor.
- B. Valley Water has obtained regulatory permits for construction of the Project from the State Water Resources Control Board (Water Quality Certification), the U.S. Army Corps of Engineers (Section 404 of the Clean Water Act), and the California Department of Fish and Wildlife Services (Lake or Streambed Alteration Agreement).
- C. Valley Water has been working with the California Department of Natural Resources, Division of Safety of Dams (DSOD) staff on their design review comments and is waiting for their final approval. Based upon feedback from DSOD, Valley Water anticipates receiving DSOD's written approval of the Project design documents during the bid advertisement period. No construction contract will be awarded until DSOD's written approval of the Project design documents is received.

23. 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.**24. Water Infrastructure Finance and Innovation Act (WIFIA) Requirements established by the Environmental Protection Agency.**

- A. Valley Water plans to use proceeds from a WIFIA loan to pay for this Project. WIFIA loans are funded by the United States Environmental Protection Agency (EPA) which imposes certain requirements on borrowers as a condition of receiving a loan.
- B. The EPA WIFIA loan requirements applicable to the Contractor are provided in the Contract Documents, Special Provisions, Section 14 Special Requirements, specifically, Article 14.17. Water Infrastructure Finance and Innovation Act Requirements and included in the Contract Documents, Appendix B, EPA/WIFIA Federal Requirements.
- C. Terminology used in Article 14.17. and Appendix B shall be interpreted as used in the corresponding Federal law, regulation, or Executive Order. Some, but not all, WIFIA requirements have been highlighted in this Notice to Bidders. Contractors shall refer to Article 14.17. and the Contract Documents, Appendix B EPA/WIFIA Federal Requirements for additional information.
- D. EPA WIFIA requirements applicable to the Contractor and its subcontractors include:
 - 1. Ensure compliance with WIFIA program requirements to the extent each requirement applies to a company's services;

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2. Ensure compliance with WIFIA program requirements by all of a company's subcontractors, at all tiers, to the extent each requirement applies to a subcontracted company's services for Valley Water; and
 3. Ensure the goods and services provided are compliant with, and support Valley Water in compliance with, WIFIA program requirements.

25. American Iron and Steel.

- A. A construction contract awarded as a result of this bid advertisement will be subject to American Iron and Steel requirements as a condition of Valley Water's EPA WIFIA funding. All of the iron and steel products used in the Project are required to be produced in the United States, including iron and steel products provided by the Contractor.
- B. The Contractor shall:
 1. Review and understand the American Iron and Steel Requirement;
 2. Ensure all of the iron and steel products used in the Project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement unless a waiver of the requirement is approved by EPA;
 3. Provide verified information, certification or assurance of compliance necessary to demonstrate compliance; and
 4. Provide any further verified information, certification, or assurance of compliance necessary to support a waiver of the American Iron and Steel Requirement as may be requested by Valley Water or the U.S. Environmental Protection Agency.

26. Government-wide Debarment and Suspension. No construction contract will be awarded by Valley Water nor subcontract awarded by the Contractor to any party ineligible under 2 CFR 180 and 2 CFR 1532, or who is prohibited under Section 306 of the Clean Air Act or Section 508 of the Clean Water Act.

By order of the Board of Directors of the Santa Clara Valley Water District, San Jose, California, on January 24, 2023.

ATTEST: MICHELE L. KING, CMC

Clerk, Board of Directors

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