

**C0690 – FEDERAL ENERGY REGULATORY COMMISSION (FERC)
ORDER COMPLIANCE PROJECT
COYOTE CREEK FLOOD MANAGEMENT MEASURES PROJECT**

Project No. 91864007

Invitation No. VW0220

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 **April 12, 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 Creek Flood Management Measures 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 acknowledgment is missing prior to entering the submission area.
- D. For questions or assistance regarding 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. Compliance with National Pollutant Discharge Elimination System (NPDES) Construction General Permit, including Storm Water Pollution Prevention Plan preparation, installation, and monitoring of Best Management Practices (BMPs).
 2. Compliance with the Project regulatory permits including the California Department of Fish and Wildlife (CDFW) Lake or Streambed Alteration Agreement, the San Francisco Bay Regional Water Quality Control Board (RWQCB) Waste Discharge Requirements, the State Water Resources (NPDES Construction General Permit), and local and municipal permits.
 3. Construction site reviews and site conditions monitoring.
 4. Develop Contractor's quality control program and implement quality control for the Project.
 5. Conduct noise and vibration monitoring generated from construction activities.
 6. Develop a traffic control plan and upon approval by City of San Jose implement traffic control for the Project.
 7. Clearing and grubbing within the Project limits including removal of trees, and other site vegetation.

8. Mobilization and de-mobilization from staging areas, laydown areas, and Project feature locations.
9. Demolition of existing structures and fences, and other miscellaneous items shown on the Drawings.
10. Construct and install approximately 4,659 linear feet of steel sheet pile floodwall in Reach 5 along the West side of the creek.
11. Construct and install approximately 285 linear feet of steel sheet pile floodwall in Reach 5 along the East side of the creek.
12. Construct and install approximately 1,183 linear feet of steel sheet pile floodwall in Reach 6 along the West side of the creek.
13. Construct and install approximately 2,531 linear feet of steel sheet pile floodwall in Reach 7 along the West side of the creek.
14. Construct and install twenty (20) local drainage outfalls with sixteen (16) inch diameter pipe, flap gates, and riprap.
15. Construct and install 488 bollards.
16. Construct and install eighteen (18) flood doors.
17. Construct and install two (2) flood gates.
18. Develop and restore five (5) staging areas.
19. Furnish and install hydroseed and erosion control blanket as shown on the Drawings.
20. Maintain wildlife protection.
21. Restore four (4) acres of native riparian habitat.
22. Install landscape plantings and conduct three (3) year establishment maintenance, including temporary irrigation and construction of a permanent system.
23. Perform other miscellaneous construction work and items necessary to complete the work included in the Drawings and Specifications.

B. Sole Source Products. None.

6. Contract Time.

- A. 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 Notice to Proceed (NTP-1) to include all work in Reach 5 will be in June 2023.

- B. Right-of-way transactions are pending which will impact the Contractor's access to certain geographic areas of the Project. Consequently, Valley Water intends to utilize phased approvals to authorize the Contractor to proceed with building the Project in a certain sequence, as real property rights are secured. See Contract Documents, Standard Provisions, Article 12.03. Contract Time(s), for information regarding phased approvals.
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 \$63M to \$69M. 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. **Not Used.**
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, 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.
10. **Pre-Bid Conference.**
- A. A Pre-Bid conference will be conducted by Valley Water on **Wednesday, March 15, 2023**. The conference will convene at 10:00 a.m. (Pacific Standard Time), virtually. The link to the virtual meeting is posted on PlanetBids, Bid Information page under the Description and Scope Section. Attendance at the Pre-Bid conference by subcontractors is not required.
- B. Attendance by the Bidder at the Pre-Bid conference is:
- Mandatory
- Optional
- C. The objective of the Pre-Bid conference is to familiarize prospective Bidders with the Project. Please confirm your intent to attend the Pre-Bid conference 24 hours in advance by registering at PlanetBids. Additional information regarding the Pre-Bid conference will be sent to all prospective Bidders who confirm their intention to attend.

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 a 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 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-job Conference with the Santa Clara and San Benito Counties Building and Construction Trades Council (Council) prior to work starting at the project site. The Contractor must provide the Santa Clara and San Benito Counties Building and Construction Trades Council (Council) with the documentation required for the Council to schedule and host a Pre-job 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, Section 12.05 Liquidated Damages if the Pre-Job Conference does not occur within this time frame due to late submission of the required documentation by the Contractor.

13. 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/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.
- 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.

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' bonding agent must be registered with Surety2000 or Tinubu for a valid bond to be created. 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.** Right-of-way transactions are still pending which will impact the Contractor's access to certain geographic areas of the Project. Consequently, Valley Water intends to utilize phased approvals to authorize Contractor to proceed with building the Project in certain sequence, as real property rights are secured. It is anticipated that all necessary Rights of Way for the construction of the Project elements in Reach 5 will be acquired by April 2023. The construction contract will not be awarded by Valley Water until all required Rights of Way in Reach 5 are secured. Rights of Way for Reaches 6 and 7 will be acquired by the date of Notice of Proceed described in Contract Documents, Special Provisions, Article 12.03, Contract Time(s).
- 22. Permits.**
- A. The Contractor will be required to obtain permits from the City of San Jose for use of the public right-of-way for hauling and traffic control and from the Federal Aviation Administration (FAA) for use of construction cranes. See Contract Documents, Special Provisions, Article 18.01.02. Contractor Obtained Permits and Regulatory Deliverables, for permits obtained by the Contractor.
- B. All necessary regulatory permits have been obtained for the construction of this Project.
- 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.

By order of the Board of Directors of the Santa Clara Valley Water District, San Jose, California,
on February 28, 2023.

ATTEST: MICHELE L. KING, CMC

Clerk, Board of Directors