

C0727 – PENITENCIA DELIVERY AND FORCE MAIN INSPECTION AND REHABILITATION PROJECT

Project No. 95084005

Invitation No. VW0664

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, MAY 6, 2026, by 2:00 p.m., for furnishing all material and performing all Work necessary for the construction of the Penitencia Delivery and Force Main Inspection and Rehabilitation Project located in the 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 scvwdplanroom@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: scvwdplanroom@valleywater.org

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

- F. Releasing certain information in the Plans and Specifications to the public, including identification of the specific brand or trade name products and details of the integration of the products into the existing information technology systems 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. 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.

5. Summary of Work.

- A. Project Description
1. The Project scope includes the following:
 - a. Completely drain and remove all water from the Penitencia Force Main, Penitencia Delivery Main pipelines. Completely drain and remove all water from the South Bay Aqueduct pipeline from the SBA Terminal Tank at Penitencia Water Treatment Plant to the CPL/SBA Line Valve Vault. Treated water shall be dechlorinated before its release to storm drains or local water bodies. Contractor shall coordinate with other Valley Water project contractors in the project vicinity to ensure successful dewatering and dechlorination of pipelines. Refer to Specifications section 23.07 for additional requirements and information.
 - b. Perform work on the treated and raw water transmission pipeline appurtenances. See the Pipeline Maintenance Tables on G sheets

- of the Project Drawings for the appurtenance work to be completed at each site.
- c. Provide logistical support (including traffic control, removal of flanges and appurtenances, and providing access and ventilation) for and participate in the internal visual and electromagnetic inspection of the Penitencia Force Main, Penitencia Delivery Main, and South Bay Aqueduct Pipelines by the District and its third-party consultants.
 - d. Clear and grub as needed for access to perform the Work.
 - e. Perform internal pipeline repair work as specified and as needed should deteriorated pipe sections be identified during the internal pipeline visual and electromagnetic inspection, including, but not limited to magnetic flux, weko seals, weld repairs, CFRP, and mortar repairs.
 - f. Prepare and coat all in-vault and exposed pipeline appurtenances and associated piping assembly components.
 - g. Prepare, coat and waterproof at all existing vault interior walls. Waterproof the interior and exterior walls of cast-in-place and precast vaults.
 - h. Install electrical conduits, enclosures, lights, and panels as shown on the Drawings.
 - i. Coordinate and install supervisory control and data acquisition (SCADA) system components.
 - j. Furnish, install, and test all cathodic protection systems and associated components.
 - k. Furnish and install vault hatches, manholes, ladders, vent hole screens and corrosion control test stations.
 - l. Remove and reinstall hatch panels at Grossmont Vault, End of ERDIP Access Vault, the Clearwell Bypass Vault, and remove and reinstall the roof at the CPL/SBA Line Valve Vault, the MPL/PDM Line Valve Vault, and the CPL/PFM Line Valve Vault to facilitate work.
 - m. Provide environmental support, surveys, monitoring, and BMP management.
 - n. Replace gaskets and hardware on existing nozzles and blind flanges.
 - o. Procure, stage, and install appurtenance components including, but not limited to, valves, flanges, pipe joints, and utility boxes.

- p. Contractor must field measure for the valve and appurtenance installation and submit platform modification details for approval. The cost for platform modification shall be included as incidental work.
- q. Remove and replace ARV vent piping where shown on the Drawings.
- r. Provide logistical support for pipeline flushing and disinfection efforts at discharge locations on Penitencia Delivery Main. Support from the contractor includes but is not limited to the transportation and delivery of disinfection material and equipment. Contractor to provide traffic control for disinfection, as needed.
- s. Restore all impacted work sites to a condition equal to or better than that existing prior to construction.
- t. Install one new nozzle on existing welded steel pipe with bar reinforcement where shown on the Drawings.

The scope of Work is comprised of 15 Milestones:

- 1. Milestone 1: Immediate Submittals
- 2. Milestone 2: Procurement of Materials
- 3. Milestone 3: Project Site Preparation and Coordination Work from Piedmont Valve Yard to Penitencia Water Treatment Plant (PWTP)
- 4. Milestone 4: Pipeline Dewatering on Penitencia Force Main from CPL/PFM Line Valve to PFM Termination Valve, and on Penitencia Delivery Main from MPL/PDM Line Valve to PWTP
- 5. Milestone 5: Internal Inspection on Penitencia Force Main from CPL/PFM Line Valve to PFM Termination Valve, and on Penitencia Delivery Main from MPL/PDM Line Valve to PWTP
- 6. Milestone 6A: Penitencia Delivery Main 30" Ball Valve Inspection
- 7. Milestone 6B: Installation of the 24-inch Nozzle for PWTP Access
- 8. Milestone 7: Internal Repair Work and Debris Removal on Penitencia Force Main from CPL/PFM Line Valve to PFM Termination Valve, and on Penitencia Delivery Main from MPL/PDM Line Valve to PWTP
- 9. Milestone 8: AFO Appurtenance Installation, AFO DAQ Installation, and AFO Installation Support Work
- 10. Milestone 9A: Shutdown Required Appurtenance Work on Penitencia Force Main from CPL/PFM Line Valve to PFM Termination Valve

11. Milestone 9B: Shutdown Required Appurtenance Work on Penitencia Delivery Main from MPL/PDM Line Valve to PWTP
 12. Milestone 10A: Refill, Pressurization, Post-Pipeline Fill & Pressurization Appurtenance Inspection of the Penitencia Force Main
 13. Milestone 10B: Refill, Pressurization, Post-Pipeline Fill & Pressurization Appurtenance Inspection of the Penitencia Delivery Main
 14. Milestone 11: Non-Shutdown Required Appurtenance Work
 15. Milestone 12: Project Completion and Closeout
- B. Preference for Materials. The Contract Documents require the Contractor to provide specific brand or trade name products in compliance with Public Contract Code §3400(c)(2). Releasing certain confidential information in the Plans and Specifications to the public, including identification of the specific brand or trade name products and details of the integration of the products into the existing information technology system 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 confidential Contract Documents.
- 6. Contract Time.**
Time limit for completion of the Work is 675 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.
- 7. 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.
- 8. Estimated Cost.**
The estimated cost of the Project is between \$4million to \$6million. 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.

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 Meeting.

- A. A Pre-Bid meeting will be conducted by Valley Water on **TUESDAY, APRIL 7, 2026**. The Pre-Bid meeting will convene at **10:00 a.m.** (Pacific Standard Time), virtually. The virtual meeting address will be posted on PlanetBids, "Bid Information" tab under the Description and Scope Section.

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. A Bid submitted by any Bidder not represented at the entire mandatory Pre-Bid meeting shall not be considered and its Bid shall not be accepted. Attendance at the Pre-Bid meeting by subcontractors is not required.

- B. Attendance by the Bidder at the Pre-Bid meeting is:

1. Mandatory
2. Optional

- C. The objective of the Pre-Bid meeting 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.

- D. 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 to request accommodations at least two (2) business days before the Pre-Bid meeting.

- E. An executed NDA, as specified in Section 3. Availability of Bid Documents is required in order to attend this Pre-Bid meeting.

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 #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.

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 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.

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, 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.

14. 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.

15. 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.

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 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 VW0664.
 - 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.

- 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.

Public Contract Code (PCC) Section 7201 limits retention amounts for public works construction contracts to five percent (5%) of the total contract price. PCC section 7201(b)(4) provides that retention proceeds on a project may exceed 5% where the Board makes a finding that the proposed project is “substantially complex” and, therefore, requires a retention amount greater than 5%.

Substantially complex Project challenges, in this case, pertain to the complexity and precision required to conduct critical work within a constrained shutdown schedule. The pipeline shutdown durations are negotiated up to years in advance and require the cooperation of other water agencies to minimize unplanned disruption in the delivery of treated water from Penitencia Water Treatment Plant throughout Santa Clara County. A disruption in delivery of treated water in Santa Clara County could result in water shortages and disruption to water retailers.

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 §22300.

20. 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.

21. Rights of Way.

This Project will be constructed within Valley Water’s existing rights-of-way.

22. Permits.

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, Section 18. Permits and Regulations, Article 18.01.02. Contractor Obtained Permits and Regulatory Deliverables, for permits obtained by the Contractor.

23. 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.

24. 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 **MARCH 24, 2026.**

ATTEST:

CANDICE KWOK-SMITH
Clerk, Board of Directors