

**C0724 – COYOTE CREEK FLOOD PROTECTION PROJECT****Project No. 26174043****Invitation No. VW0593****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, JUNE 24, 2026**, by **2:00 p.m.**, for furnishing all material and performing all Work necessary for the construction of the **Coyote Creek Flood Protection Project** (Project) located in City of San José, California.

Valley Water previously prequalified general contractors to bid on the Project in a prequalification process completed on November 26, 2025. As a result of that prequalification process, the following contractors are determined to be prequalified and eligible to bid on this Project:

- A. Anvil Builders
- B. Granite Rock Company
- C. Gordon N. Ball, Inc.
- D. Mountain Cascade, Inc.
- E. Granite Construction Company
- F. Shimmick Construction Company, Inc.

Only the above-identified prequalified contractors are eligible to submit bids for the Project.

**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](mailto:scvwdplanroom@valleywater.org).

#### 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, but is not limited to the following:
    - a. Full compliance with the National Pollutant Discharge Elimination System (NPDES) Construction General Permit, including Storm Water Pollution Prevention Plan (SWPPP) preparation, installation, and monitoring of Best Management Practices (BMPs).

- b. Full compliance with Project regulatory permits including the Lake or Streambed Alteration (LSA) Agreement, the San Francisco Bay Regional Water Quality Control Board (SFBRWQCB) Water Discharge Requirements, the California State Water Resources Control Board (Construction General Permit), and local and municipal permits.
- c. Full compliance with federal, state, and local laws, ordinances, permits, as required to construct the Project.
- d. Construction site reviews and site condition monitoring, including preconstruction surveys and investigations within the Project limits and site investigations and surveys of properties in the vicinity of the work in accordance with Special Provisions 16.04.01 and 16.04.02, respectively. No drone surveys shall be performed for any survey, inspection, or monitoring necessary to complete the construction of the Project.
- e. Develop Contractor's quality control program and implement quality control for the project.
- f. Mobilization and de-mobilization from staging areas, laydown areas, and Project feature locations.
- g. Conduct noise and vibration monitoring generated from construction.
- h. Develop traffic control plans and, upon approval by the City of San Jose, implement traffic control for the Project.
- i. Develop and restore all Staging Areas.
- j. Demolition of existing structures, fences, and other miscellaneous items shown on the Drawings.
- k. Clearing, grubbing, and stripping topsoil within the project limits and required for construction.
- l. Tree and plant protection and tree and root removal, trimming, or cutting within the project limits and required for construction of temporary or permanent work as shown on the Drawings.
- m. Excavation, general fill, and hauling and disposal of unsuitable materials.
- n. Construct concrete floodwalls.
- o. Construct and install steel sheet pile floodwalls including concrete encasement.

- p. Construct earthen embankments.
- q. Install sandbags for temporary flood protection.
- r. Furnish, construct, install, and test Vehicular and Pedestrian Passive Flood Barriers.
- s. Furnish and install rock slope and erosion protection.
- t. Construct improvements to Charcot Ave Bridge including installing Carbon Fiber Reinforced Polymer sheets, constructing new concrete barriers and headwalls, and other miscellaneous work.
- u. Install stop log gates and flood doors.
- v. Construct and surface aggregate base maintenance roads.
- w. Construct and surface asphalt pavement roads and trails.
- x. Construct and install local drainage outfalls and storm sewers and structures.
  - i. Installation of Drainage features, including PVC, CMP, RCP, and round steel pipe, Catch Basins/Sumps, Manholes, Inlets, headwalls, level spreaders, swales, and other drainage related facilities; and
  - ii. Flap gates, in-line check valves, valve boxes, cleanouts and vertical risers, trash racks, and appurtenances necessary for their construction, including, but not limited to, riprap and geotextile separator fabric.
- y. Utility relocation performed during construction, including coordination with affected utility companies or owners.
- z. Furnish and install seeding and erosion control blankets.
- aa. Restore native riparian habitat and conduct three (3) year establishment maintenance, including temporary irrigation and construction of a permanent irrigation system. Conduct a three (3) year vegetation maintenance program to prevent any vegetation growth within any aggregate base surfaces, riprap outfalls, and slope armor constructed within the project permanent easements and on Valley Water owned properties.
- ab. Restoring City of San Jose parks affected by construction work to pre-existing conditions and complying with the Contract Specifications and Drawings.

- ac. Perform other miscellaneous construction work and items necessary to complete the work included in the Drawings and Specifications.
- 2. The scope of Work is comprised of 3 Milestones:
  - a. Milestone 1: Completion of all civil, special structures, plantings and all associated work within the Reach 7 FW11 project area. The estimated completion date is December 31, 2027.
  - b. Milestone 2: Completion of all civil, special structures, plantings and all associated work within the remaining project area. The estimated completion date is September 30, 2028.
  - c. Milestone 3: Completion of the three-year landscaping and plant establishment maintenance period. The estimated completion date is September 30, 2031.
- B. Preference for Materials: NOT USED.

#### 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 of Proceed (NTP-1) will be in August 2026.
- 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, 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 **\$140** million to **\$160** 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. **NOT USED.**
- 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 contract is awarded. 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. However, listed subcontractors must be licensed at the time of Award.

## 10. Pre-Bid Meeting and Site Visit.

- A. A Pre-Bid meeting and site visit will be conducted by Valley Water on **TUESDAY, APRIL 28, 2026**. The Pre-Bid meeting and site visit will convene at **9:00 a.m.** (Pacific Standard Time), at Valley Water's Brokaw Yard, located at 37.384649, - 121.909504, in San José, CA. Access will be off Charcot Avenue, near the southwestern corner of Charcot Bridge.

Anyone not in attendance at the meeting by **9:05 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.

Attendance by the Bidder at the Pre-Bid meeting/site visit is:

1.  Mandatory
  2.  Optional
- B. The objective of the Pre-Bid meeting and site visit is to familiarize prospective Bidders with the site. Please confirm your intent to attend the Pre-Bid meeting and site visit 24 hours in advance by registering at the Valley Water Vendor Portal. Additional information regarding the Pre-Bid meeting and site visit will be sent to all prospective Bidders who confirm their intention to attend.
- C. 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.
- 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](mailto:scvwdplanroom@valleywater.org) to request accommodations at least two (2) business days before the 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. The PLA is an agency-wide, multi-union pre-hire agreement that governs wages, benefits, work rules, and other terms and conditions of employment at a construction site. The PLA applies to Covered Projects (as defined in PLA section 1.7) and shall apply to this Project and the Contract if either (1) the engineer's estimate in Section 8 of this NTB or (2) the Total Bid Price of the successful Bidder exceeds two million dollars (\$2,000,000). A copy of the executed PLA is in the Contract Documents in Appendix A, Project Labor Agreement, and at the following weblink <https://www.valleywater.org/contractors/doing-businesses-with-the-district/construction-administration/project-labor-agreement-pla>.
- B. All Bidders must complete and submit Bid Form No. 11, Project Labor Agreement Acknowledgement, with their Bid to be considered responsive.
- C. Bidders that submit a Proposal with a Total Bid Price exceeding \$2,000,000 must execute PLA Addendum A - Agreement to be Bound by 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. The Contractor on a Covered Project must 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.

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

- A. Additional information is provided in the Contract Documents, Appendix M, 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 **CA 20260018 Modification 4 dated JANUARY 30, 2026**. A copy of the Federal Wage Determination is also provided in the Contract Documents, Appendix M.

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, Section 4. Legal Regulations and Responsibilities, 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 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 VW0593.
  - 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.

**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.**

Right-of-way transactions are still pending, which will impact the Contractor's access to certain geographic areas of the Project. Consequently, Notices to Proceed (NTP) will be phased as real property rights are secured. Phased NTP schedule is outlined in Specification Section 12.03. Contract Time(s).

**22. Permits.**

- A. It is anticipated that all permits necessary for construction of the Project will be acquired prior to start of construction.
- B. The Contractor will be required to obtain permits from City of San Jose for use of public right-of-way for hauling and traffic control.
- C. See Contract Documents, Special Provisions, Article 18.01.02. Contractor Obtained Permits and Regulatory Deliverables, for permits obtained by 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.

**25. External Funding Requirements.** Valley Water plans to use proceeds from a Water Infrastructure Finance and Innovation Act (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.

- A. 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 M, EPA/WIFIA Federal Requirements.
- B. Terminology used in Article 14.17. and Appendix M 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 M EPA/WIFIA Federal Requirements for additional information.
- C. 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;
  - 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.
- D. **California Department of Water Resources' Grant Requirements Including Labor Compliance Program**

This Project is partially funded by a Proposition 1E Integrated Regional Water Management Stormwater Flood Management Grant from the California Department of Water Resources. The Contractor must comply with all Grant mandated requirements, including the California Department of Industrial Relations Labor Compliance Program, which requires electronic submission of certified payroll. The California Department of Water Resources Grant requirements applicable to the Contractor are provided in the Contract Documents, Special Provisions, Section 14 Special Requirements, specifically, Article 14.19. Proposition 1 Integrated Regional Water Management Grant Requirements.

**26. 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.

**27. 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 **APRIL 14, 2026**.

ATTEST: CANDICE KWOK-SMITH

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Clerk, Board of Directors