



Honorable Board of Directors
 Santa Clara Valley Water District (District)

Pursuant to, and in compliance with, the Notice to Bidders and the Contract Documents, relating to the

C0671 – RINCONADA WATER TREATMENT PLANT RESIDUALS REMEDIATION PROJECT,
 the undersigned Bidder having become thoroughly familiar with the terms and conditions of the Contract Documents and with local conditions affecting the performance and costs of the Work and having fully inspected the Work site in all particulars, hereby proposes and agrees to fully perform the Work, including providing any and all labor and materials and performing all Work required to construct and complete said Work within the contract time stated and in accordance with the requirements of the Contract Documents, for the following sum of money.

The undersigned Bidder agrees to complete all the Work within **550** calendar days from the first chargeable day of the Contract, as stated in the Notice to Begin Work. The Bidder agrees to enter into a Contract with the District and provide the required bonds and insurance in accordance with the Instructions to Bidders, Contract Bonds, paragraph #22 and Execution of Contract, paragraph #23. If the Bidder fails to meet these requirements within the time specified in the Instruction to Bidders, Failure to Execute Contract, paragraph #24, the Bidder's security accompanying this Proposal may be forfeited and become the property of the District. No Contract exists until all Contract bonds and insurance documents have been accepted by the District.

TOTAL BID: \$ 22,979,980.⁰⁰

Bidder acknowledges receipt of the following Addenda to the Bid Documents:

Addenda are posted online at <https://www.valleywater.org/construction>.

NO Addenda received

Addenda received as follows:

Addendum No. <u>1</u>	Date <u>6/1/2021</u>	Addendum No. _____	Date _____
Addendum No. <u>2</u>	Date <u>6/4/2021</u>	Addendum No. _____	Date _____

Failure to acknowledge receipt of an Addendum on the Bid Form is not, in itself, cause for withdrawal or rejection of Bid, if it can be established that Bidder did, in fact, receive such Addendum prior to Bid opening.

BIDDER'S COMPANY INFORMATION	
NAME: Kiewit Infrastructure West Co.	ADDRESS:
CONTRACTOR'S CALIFORNIA LICENSE NUMBER: 433176	4650 Business Center Dr. Fairfield, CA 94534
DATE OF EXPIRATION: 1/31/2023	
LICENSE CLASSIFICATION(S): A, B, C10, C31, C36, HAZ	
PHONE No.: (707) 439-7300	FAX No.: (707) 439-7301
EMAIL ADDRESS: ncestimating@kiewit.com	
SIGNATURE BLOCK (Signature Block must be completed in ink and changes must be initialed.)	
Bidder's Signature: <i>Eric M. Scott</i>	Date: 6/9/2021
Bidder's Name and Title (Print): Eric M. Scott, Sr. Vice President	



SECTION A — BASE BID

ITEM NO.	DESCRIPTION OF ITEM	APPROXIMATE QUANTITY UNIT	UNIT PRICE	TOTAL
1	Mobilization and Demobilization	<u>Lump Sum</u> Lump Sum	\$ 100,000.00	\$ 100,000.00
2	Engineer's Construction Office	<u>20</u> Months	\$ 5,000⁰⁰	\$ 100,000⁰⁰
3	Contractor's Internal Quality Control	<u>18</u> Months	\$ 10,000.00	\$ 180,000.00
4	Submittal of Schedule of Work	<u>Lump Sum</u> Lump Sum	\$ 100,000⁰⁰	\$ 100,000⁰⁰
5	Adjustment to Schedule, Schedule Updates and Recovery Schedule	<u>18</u> Months	\$ 1,500⁰⁰	\$ 27,000⁰⁰
6	Operations and Maintenance Documents	<u>Lump Sum</u> Lump Sum	\$ 50,000⁰⁰	\$ 50,000⁰⁰
7	Compliance with Environmental Requirements	<u>Lump Sum</u> Lump Sum	\$ 50,000⁰⁰	\$ 50,000⁰⁰
8	Demolition	<u>Lump Sum</u> Lump Sum	\$ 300,000⁰⁰	\$ 300,000⁰⁰
9	Gravity Thickeners 1 and 2 Modifications	<u>Lump Sum</u> Lump Sum	\$ 500,000⁰⁰	\$ 500,000⁰⁰



BID FORM NO. 1
Proposal and Bid Items

This form must be completed in **ink** and changes must be **initialed**.

ITEM NO.	DESCRIPTION OF ITEM	APPROXIMATE QUANTITY UNIT	UNIT PRICE	TOTAL
10	Sludge Transfer System Modifications	Lump Sum Lump Sum	\$250,000.00	\$250,000.00
11	Sludge Storage Tank 1	Lump Sum Lump Sum	\$2,700,000.00	\$2,700,000.00
12	Centrate Wetwell B	Lump Sum Lump Sum	\$600,000.00	\$600,000.00
13	Centrifuge Feed Pump Station	Lump Sum Lump Sum	\$1,800,000.00	\$1,800,000.00
14	Solids Load-Out Structure Platforms	Lump Sum Lump Sum	\$1,500,000.00	\$1,500,000.00
15	Hiller Centrifuges and Related Services (Pre-negotiated amount)	Lump Sum Lump Sum	\$ 1,138,240.00	\$ 1,138,240.00
16	Centrifuge Shop Drawings (Pre-negotiated amount)	Lump Sum Lump Sum	\$ 29,740.00	\$ 29,740.00
17	Centrifuge System in Centrifuge Building B	Lump Sum Lump Sum	\$ 2,200,000.00	\$ 2,200,000.00
18	Conveyor Systems	Lump Sum Lump Sum	\$1,200,000.00	\$1,200,000.00
19	Polymer Feed System	Lump Sum Lump Sum	\$1,500,000.00	\$1,500,000.00



**BID FORM NO. 1
Proposal and Bid Items**

This form must be completed in **ink** and changes must be **initialed**.


ITEM NO.	DESCRIPTION OF ITEM	APPROXIMATE QUANTITY UNIT	UNIT PRICE	TOTAL
20	Centrifuge Building B (Existing Belt Press Building) Improvements	Lump Sum Lump Sum	\$2,000,000. ⁰⁰	\$2,000,000. ⁰⁰
21	Centrifuge Building A (Existing Centrifuge Building) Improvements	Lump Sum Lump Sum	\$400,000. ⁰⁰	\$400,000. ⁰⁰
22	Yard Piping	Lump Sum Lump Sum	\$1,500,000. ⁰⁰	\$1,500,000. ⁰⁰
23	Site Electrical Work Including Switchgear 3 Modifications	Lump Sum Lump Sum	\$400,000. ⁰⁰	\$400,000. ⁰⁰
24	Control System Programming and SCADA Integration	Lump Sum Lump Sum	XXXXXXXXXX \$1,500,000. ⁰⁰	XXXXXXXXXX \$1,500,000. ⁰⁰
25	Operational Readiness and Functional Testing	Lump Sum Lump Sum	\$150,000. ⁰⁰	\$150,000. ⁰⁰
26	System Commissioning Testing	Lump Sum Lump Sum	\$25,000. ⁰⁰	\$25,000. ⁰⁰
27	Dispute Review Board and Professionally Facilitated Project Partnering	Lump Sum Lump Sum	\$ 50,000.00	\$ 50,000.00
28	All Other Work and Shoring Required by the Residuals Remediation Project	Lump Sum Lump Sum	\$ 974,000. ⁰⁰	\$ 974,000. ⁰⁰
SECTION A SUBTOTAL				\$21,323,980.⁰⁰



SECTION B — SUPPLEMENTAL BID ITEMS These Bid items may or may not be required. They may be deleted entirely or in part, by deductive change order(s), at the sole discretion of the District.				
ITEM NO.	DESCRIPTION OF ITEM	APPROXIMATE QUANTITY UNIT	UNIT PRICE	TOTAL
1	Supplemental Bid Item No. 1, Replacement of Existing Centrifuge Feed Pumps	Lump Sum Lump Sum	\$ 115,000. ⁰⁰	\$ 115,000. ⁰⁰
2	Supplemental Bid Item No. 2, Sludge Storage Tank 2	Lump Sum Lump Sum	\$ 1,375,000. ⁰⁰	\$ 1,375,000. ⁰⁰
3	Supplemental Bid Item No. 3, Thickener Influent Valve Vaults	Lump Sum Lump Sum	\$ 166,000. ⁰⁰	\$ 166,000. ⁰⁰
Section B Subtotal				\$ 1,656,000. ⁰⁰
TOTAL BID (Section A Subtotal + Section B Subtotal)				\$ 22,979,900. ⁰⁰

- A. This Designation of Subcontractors form must be completed in compliance with the State of California Subletting and Subcontracting Fair Practices Act, Public Contract Code §4100 et seq., and any amendment thereof. Bidder must complete the form below for each Subcontract that exceeds one-half of one percent (½%) of the Bidder's total Bid. A Subcontractor is one who: (1) performs Work or labor; or (2) provides a service to the Bidder; or (3) specially Fabricates and Installs a portion of the work according to the Contract Documents. Bidders failure to list a Subcontractor for any portion of the work in excess of ½% of Bidder's total Bid signifies Bidder will self perform that portion of the Work with its own forces. (Note: If more than one Subcontractor is designated for the same kind of Work, state the portion that each will perform.) After the opening of the Bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of work to be performed with the words "and/or" will not be permitted. Failure to comply with this requirement may render the Bid nonresponsive and may cause its rejection.
- B. Failure by a subcontractor to be registered to perform public work as required by the California Labor Code Section 1771.1 (a) shall be grounds under Section 4107 of the Public Contract Code for the Contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

NAME	LICENSE NO.	DIR REGISTRATION NO.	TYPE OF WORK	% of TOTAL CONTRACT
LOCATION (City & State)	EXPIRATION DATE	EXPIRATION DATE		
CMC Steel Fabricators Inc Tracy, CA	778010 4/30/22	1000000298 6/30/22	Rebar	1.64%
James Long Construction Services Inc. Sacramento, CA	821827 7/31/21	100000065 6/30/22	HVAC	0.70%
FD Thomas Inc. Sacramento, CA	610403 1/31/23	100000093 6/30/23	Painting + coatings	1.55%

SIGNATURE BLOCK (Signature Block must be completed in <i>ink</i> and changes must be <i>initialed</i> .)	
Bidder's Signature: 	Date: 6/9/2021
Bidder's Name and Title (Print): Eric M. Scott, Sr. Vice President	



- A. This Designation of Subcontractors form must be completed in compliance with the State of California Subletting and Subcontracting Fair Practices Act, Public Contract Code **§4100 et seq.**, and any amendment thereof. Bidder must complete the form below for each Subcontract **that exceeds one-half of one percent (½%) of the Bidder's total Bid.** A Subcontractor is one who: (1) performs Work or labor; or (2) provides a service to the Bidder; or (3) specially Fabricates and Installs a portion of the work according to the Contract Documents. Bidders failure to list a Subcontractor for any portion of the work in excess of ½% of Bidder's total Bid signifies Bidder will self perform that portion of the Work with its own forces. (Note: If more than one Subcontractor is designated for the same kind of Work, state the portion that each will perform.) After the opening of the Bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of work to be performed with the words "and/or" will not be permitted. Failure to comply with this requirement may render the Bid nonresponsive and may cause its rejection.
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NAME	LICENSE NO.	DIR REGISTRATION NO.	TYPE OF WORK	% of TOTAL CONTRACT
LOCATION (City & State)	EXPIRATION DATE	EXPIRATION DATE		
Mass Electric Construction Co. La Verne, CA	819912 5/31/21*	1000061289 6/30/22	Electrical (labor only)	6.15%
*renewal in progress				
O.C. Jones & Sons, Inc. Berkeley, CA	759729 3/31/23	1000002320 6/30/22	AC pavement	0.52%

SIGNATURE BLOCK (Signature Block must be completed in <i>ink</i> and changes must be <i>initialed</i> .)	
Bidder's Signature:	Date: 6/9/2021
Bidder's Name and Title (Print): Eric M. Scott, Sr. Vice President	



In accordance with Public Contract Code Section 7106, Eric M. Scott
(Bidder's full name)
declares that he or she is Sr. Vice President
(Bidder's title)
of Kiewit Infrastructure West Co.
(Company's name)

the party making the foregoing Bid that the Bid is not made in the interest of, or on behalf of, any disclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Bid are true; and, further, that the Bidder has not, directly or indirectly, submitted the Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, Bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

SIGNATURE BLOCK (Signature Block must be completed in ink and changes must be initialed.)	
Bidder's Signature: <u>Eric M. Scott</u>	Date: <u>6/9/2021</u>
Bidder's Name and Title (Print): <u>Eric M. Scott, Sr. Vice President</u>	



BE IT KNOWN BY THESE PRESENTS,

That we, Kiewit Infrastructure West Co., as PRINCIPAL,
and Travelers Casualty and Surety Company of America, as SURETY,

are held and firmly bound unto the Santa Clara Valley Water District, hereinafter called the District, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE PROPOSAL of the Principal above named, submitted by said Principal to the Santa Clara Valley Water District, for the work described below, for the payment of which sum is lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of \$ Ten Percent of Bid (10% of Bid)

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned Proposal to the District, for certain construction specifically described as follows, for which Proposals are to be opened at San Jose, California, on 6/9, 2021, (or such other date as specified per Addendum) for

C0671 – RWTP RESIDUALS REMEDIATION PROJECT

NOW, THEREFORE, if the aforesaid Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the Proposal, and files originals (copies are unacceptable) of the two bonds with the District, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

In the event suit is brought upon this bond by the obligee and judgment is recovered, the surety shall pay all costs incurred by the obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seal on the 7th day of June, 2021

PRINCIPAL: Kiewit Infrastructure West Co.

SURETY: Travelers Casualty and Surety Company of America

Eric M Scott
Signature

Traci Sutton
Signature

Eric M. Scott
Name

Traci Sutton
Name (Seal)

Sr. Vice President
Title

Attorney-in-Fact
Title

4650 Business Center Dr.
Fairfield, CA 94534
Address

One Tower Square, Hartford, CT 06183
Address

- NOTE:** 1. Original Bidder's Bond documents with embossed seal from the Surety are required. Photocopies are unacceptable and will result in the Bid submitted being determined non-responsive.
- 2. Signature of those executing for Surety must be properly acknowledged.



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Philip G. Dehn, Tammy Pike, Paul A. Foss, Marie Huggins, Traci Sutton, and Deanne Jones** of Omaha, Nebraska their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.
IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 7th day of June, 2021




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

NOTARY ACKNOWLEDGMENT

STATE OF NEBRASKA
COUNTY OF DOUGLAS

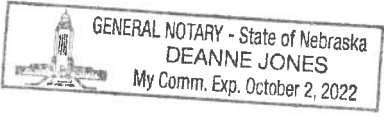
I, Deanne Jones, a Notary Public in and for said County and State, do hereby certify that Traci Sutton, Attorney-in-Fact of Travelers Casualty and Surety Company of America, proved to me on the basis of satisfactory evidence to be the person who appeared before me, and acknowledged that she signed, sealed and delivered a said instrument, for and on behalf of Travelers Casualty and Surety Company of America for the uses and purposes therein set forth.

Given under my hand and notarial seal, the 7th day of

June, 2021.



Deanne Jones, Notary Public



**Iran Contracting Act Bid Certification
(Public Contract Code Sections 2202–2208)
Must be Completed for any Proposal of \$1,000,000 or more**

Public Contract Code (PCC) Sections 2200–2208 are known as the Iran Contracting Act of 2010 and prohibit public entities from contracting with companies that have specified business activities in Iran’s petroleum sector. Companies seeking to bid on state or local government contracts are required to certify that they are not engaged in developing Iran’s petroleum resources.

Prior to bidding on, submitting a proposal or executing a contract or renewal for a Santa Clara Valley Water District contract for goods or services of one million dollars (\$1,000,000 or more), a person (vendor, firm, corporation, etc.) must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code Section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code Section 2203(c) or (d). The DGS list is posted online at: (www.dgs.ca.gov, search “Iran Contracting Act List”).


To comply with this requirement, please complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code Section 2205.)



Please complete one of the options below (see prior page for additional explanation).

OPTION NO.1—CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the person/financial institution identified below, and the person/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

Name of Person (Vendor, Firm, Corporation, etc.)/Financial Institution (Printed): Kiewit Infrastructure West Co.		Federal ID No. (or n/a): 47-0647803
By (Authorized Signature): 		
Printed Name and Title of Person Signing: Eric M. Scott, Sr. Vice President		
Date Executed: 6/9/2021	Executed in (City & State): Fairfield, CA	

OPTION NO. 2—EXEMPTION

Pursuant to Public Contract Code Sections 2203(c) and (d), a public entity may permit a person/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into or renew, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

Name of Person (Vendor, Firm, Corporation, etc.)/Financial Institution (Printed):		Federal ID No. (or n/a):
By (Authorized Signature):		
Printed Name and Title of Person Signing:		
Date Executed:	Executed in (City & State):	



Timely submission of these Forms is considered **material** by the District.

All Bidders must complete and submit this Bidder's General Information, Bid Form 7, including the required attachments. **The Bidder may be considered not responsible based on information provided on this Form.** Additional sheets may be attached as required.

1. Number of years as a contractor in construction work of this type: 38+

2. Names and titles of all officers of Bidder's firm:

Officer List attached

3. Name of person(s) who inspected site of proposed work for your firm:
Name: Madison Stone Date of Inspection: 4/22/2021

4. Name, address, and telephone number of surety company and agent who will provide the required bonds for this Contract:
Travelers Casualty and Surety Company of America
1500 Mike Fahey Street, Omaha, NE 68102
Midwest Agencies. Phil Dehn (402) 271-2956

5. Résumé of Designated Authorized Representative: Attach the résumé of the person who will be designated as authorized representative. **The Contractor's authorized representative must have requisite background and experience to administer and oversee the Work on behalf of the Contractor. The representative must have complete authority to represent and act for the Contractor as stated in Standard Provisions, Contractor Staffing, Article 3.03.** See attached

6. Prior Construction Contracts: Bidder must provide at least two (2) construction contracts similar in scope and complexity to this Project that your organization has performed during the last 5 years. Use the PRIOR CONSTRUCTION CONTRACTS form (page 3 of this Bid Form 7) for each project.

7. Claims and lawsuits: if the answer to any of the questions below is "yes" explain the circumstances on an attached sheet.

7.1 Has your organization ever failed to complete an awarded contract?

Yes No



7.2 Are there any judgments, claims, alternate dispute resolution proceedings or suits pending or outstanding against your organization or its officers?

Yes No

7.3 Has your organization filed any lawsuits or requested an alternate dispute resolution with regard to construction contracts within the last 5 years?

Yes No See attachment

8. The Bidder hereby declares that the Bidder has not been convicted, within the preceding 3 years, of any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of any public work contract with any public entity. The term "Bidder" includes any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof.

9. Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

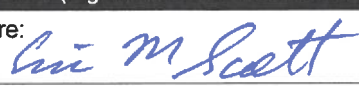
Yes No

If the answer is "yes," explain the circumstances in the following space:

10. The Bidder signing for Contractor certifies that neither Bidder nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

District reserves the right to verify the above information.

I STATE UNDER PENALTY OF PERJURY THAT EACH AND ALL OF THE STATEMENTS I HAVE MADE IN RESPONSE TO PARAGRAPHS 8, 9 & 10 ABOVE ARE TRUE AND CORRECT.

SIGNATURE BLOCK (Signature Block must be completed in <i>ink</i> and changes must be <i>initialed</i> .)	
Bidder's Signature: 	Date: 6/9/2021
Bidder's Name and Title (Print): Eric M. Scott, Sr. Vice President	



Attachment

7.3 Has your organization filed any lawsuits or requested an alternate dispute resolution with regard to construction contracts within the last 5 years?

Yes, please see table provided below.

Matter Name	Court Name	Project	Closed Date	Matter Summary
KIWC claim to Sound Transit in regard to Rule 170 Sales Tax	Formal Claim	104179 Federal Way Link Extension		KIWC claim to Sound Transit in regard to Rule 170 Sales Tax: Ongoing
Kiewit Infrastructure West Co. v Federal Highway Administration	Formal Claim	103939 Kawela & Nanahu Bridges	3/2/21	Claim for Client utility relocation delays and differing site conditions. Closed 3/21
Utah Valley Transit Constructors, a Kiewit-Clyde JV v. Utah Transit Authority	JAMS, Inc.; 1220063204	Provo-Orem Transportation Improvement Project	9/1/20	Mediation against Owner, Utah Transit Authority alleging Owner-caused delays regarding the Provo-Orem Transportation Improvement Project in Provo, Utah. Closed 9/20



This form must be completed in ink and changes must be initialed.

PRIOR CONSTRUCTION CONTRACTS

The Bidder may make as many copies of this page as necessary. Bidder may provide the required information on an alternative document. Bidder must submit a signed original of this page 3 of Bid Form 7.

Respond to each item, indicating "none" where appropriate.

- A. Name, address, and telephone number of owner: City of Pinole, California
2131 Pear Street, Pinole, CA 94564, (510) 724-9017
- B. Name of project: Pinole-Hercules WPCP Upgrade
- C. Location of project: Pinole, CA
- D. Brief description of the work involved: The project is an upgrade of existing facilities to improve the plant's wet weather flow capacity from 10.3MGD to 14.6 MGD. The work takes place over three phases: demo and install of influent pipe and facilities, demo and install of new solids handling pipe and facilities, and demo and install of secondary systems.
- E. Contract amount: \$46,375,167
- F. Claims amount: None
- G. Liquidated damages assessed: None
- H. Date of completion of contract: 03/05/2020
- I. Name, address, and telephone number of design firm's architect or engineer:
Mike Warriner, Carollo, 2795 Mitchell Drive, Walnut Creek, CA 94598; (925) 210-0675
- J. Name of owner's project manager: Tamara Miller
- K. Declaration of Default (Yes or No): No
- L. Litigation on questions of project performance: None
- M. Determination of failure to pay prevailing wages or other state and/or federally required taxes or contributions: None
- N. Citations by federal OSHA or CAL OSHA: None

District reserves the right to verify the above information

SIGNATURE BLOCK (Signature Block must be completed in ink and changes must be initialed.)	
Bidder's Signature: <u>Eric M Scott</u>	Date: <u>6/9/2021</u>
Bidder's Name and Title (Print): <u>Eric M. Scott, Sr. Vice President</u>	



This form must be completed in ink and changes must be initialed.

PRIOR CONSTRUCTION CONTRACTS

The Bidder may make as many copies of this page as necessary. Bidder may provide the required information on an alternative document. Bidder must submit a signed original of this page 3 of Bid Form 7.

Respond to each item, indicating "none" where appropriate.

- A. Name, address, and telephone number of owner: Union Sanitary District
5072 Benson Rd, Union City, CA 94587, (510) 724-9017
- B. Name of project: Sludge Degritter System
- C. Location of project: Union City, CA
- D. Brief description of the work involved: F/I one new Degritting System (Degritter No. 3) and associated piping, valves, fittings and controls. Replace existing 6-inch headers and primary sludge feed piping w/ 8-inch headers and primary sludge feed piping. Modifications to Degritter Building. F/I a shaftless screw grit conveyor. F/I a water booster pump. Associated concrete demo.
- E. Contract amount: \$1,502,922
- F. Claims amount: None
- G. Liquidated damages assessed: None
- H. Date of completion of contract: 2/28/2018
- I. Name, address, and telephone number of design firm's architect or engineer:
Thomas Lam; Union Sanitary District, 5072 Benson Rd, Union City, CA 94587; (510) 477-7501
- J. Name of owner's project manager: Kevin Chun
- K. Declaration of Default (Yes or No): No
- L. Litigation on questions of project performance: None
- M. Determination of failure to pay prevailing wages or other state and/or federally required taxes or contributions: None
- N. Citations by federal OSHA or CAL OSHA: None

District reserves the right to verify the above information

SIGNATURE BLOCK (Signature Block must be completed in ink and changes must be initialed.)	
Bidder's Signature: <u>Eric M Scott</u>	Date: <u>6/9/2021</u>
Bidder's Name and Title (Print): <u>Eric M. Scott, Sr. Vice President</u>	



Contractor License #422364
Contractor DIR #100000899

**CONTROL SYSTEM INTEGRATION • INSTRUMENTATION SERVICES
SCADA/AUTOMATION • PLC/HMI • ELECTRICAL • CALIBRATION • MAINTENANCE**

June 8, 2021

Kiewit Infrastructure West Co.
4650 Business Center Drive
Fairfield, CA 94534

Attn: Cameron Gregg, Construction Engineer
Subject: Process and Controls Instrumentation Certification
Reference: Santa Clara Project - Rinconada WTP Residuals Remediation

Dear Cameron,

Telstar Instruments hereby certifies intent to assume and execute full responsibility to Kiewit Infrastructure West Co. to perform all tasks defined in full compliance with the requirements of the Contract Documents.

It is certified that the quotation to Kiewit Infrastructure West includes full and complete compliance with the requirements of the Contract Documents without exception.










Any questions regarding this certification can be directed to Telstar Instruments' Contracts Department via email at contracts@telstarinc.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tammy Misenhimer".

Tammy Misenhimer
Contract Administrator
Contracts@telstarinc.com

Pre-bid Meeting Sign-In Sheet
Rinconada Water Treatment Plant
Interim Site Restoration Project
Project No. 93294057 Contract No. C0670
MANDATORY Pre-bid Meeting/Site Showing
Thursday, April 22, 2021 at 10:00 a.m.

Company Name	Contact Name	Email Address	Phone Number	Subcontractor, Supplier?
Active Treatment Systems, Inc.	Chris Larsen 	clarsen@ats-env.com	916-577-4882	Subcontractor
Anvil Builders Inc.	Estimator	estimating@anvilbuilders.com	4152855000	Prime
CALIFORNIA PLUS ENGINEERING, INC. 	REY FARD	REYF@CPEINC.US	408-674-1779	Prime
CALIFORNIA PLUS ENGINEERING, INC. 	MAJID ZARGARI	MAJID.Z@CPEINC.US	408-591-3547	Prime
Carboline Co.	Patrick Byrne	pbyrne@carboline.com	1(415)660-6070	Supplier
D-Line Constructors, Inc.	Tony Prada	bids@dlineconstructors.com	5102516400	Prime
Garney Construction	Dennis Sanchez	dsanchez@garney.com	9258001848	Prime
Grade Tech, Inc.	Michelle Wright	gradeinc@sbcglobal.net	510-733-0389	Subcontractors
JMB Construction, Inc. 	Taylor Partee	tpartee@jmbconstruction.com	6502675297	Prime
Kiewit Infrastructure West Co. 	Madison Stone	ncestimating@kiewit.com	7074397300	Prime
Lewis & Tibbitts, Inc. 	Todd Giovannoni	tgiovannoni@diglt.com	4085902379	Prime
McGuire and Hester 	Mabel Cater	estimating@mcguireandhester.com	5106327676	Prime
Mountain Cascade, Inc. 	Aimee Casteel	estimating@mountaincascade.com	9253738370	Prime
NTK Construction, Inc. 	Roberto Contreras	rcontreras@ntkconstruction.com	415-265-8748	Prime

Operating Engineers Local 3	Neils Ash	Nash@oe3.org	408-722-5589	Operating Engineers Local Union No 3
Ranger Pipelines Inc	Grace Prendiville	grace@rangerpipelines.com	4158223700	Prime
Sequoia Ecological Consulting, Inc.	Jesse Reebbs	jreebs@sequoiaeco.com	510.908.0757	Subcontractor, biologist
Teichert Construction	James Polizzi	jpolizzi@teichert.com	925-353-5553	Prime
Myers & Sons Construction	Avath Radanjan	avath@myers-sons.com	916-356-4214	Prime
Anderson Pacific Eng Const. Inc	Michael Corbett	mcorbett@andpc.com	408-316-7900	Prime
Disney Construction	Don Zaccarone	estimating@disneyconstruction.com	45-728-3815	Prime

Kiewit Infrastructure West Co. Delaware

Entity Vitals

Entity Name Kiewit Infrastructure West Co.
Domestic Jurisdiction Delaware
Country United States
Entity Type Corporation
Formation Date 05-18-1982
Federal Tax ID 47-0647803
Charter ID 0937630

Management Structure

Officer Name	Officer Title	Address
Miles, David J.	President	1550 Mike Fahey Street, Omaha, Nebraska 68102, United States
Schmidt, Scott A.	Chief Financial Officer	1550 Mike Fahey Street, Omaha, Nebraska 68102, United States
Adams, H. E.	Executive Vice President	470 Chestnut Ridge Road, Woodcliff Lake, New Jersey 07677, United States
Glaser, William D.	Executive Vice President	13119 Old Denton Road, Fort Worth, Texas 76177, United States
Soderberg, Patrick A.	Executive Vice President	2200 Columbia House Blvd., Vancouver, Washington 98661, United States
Sori, Alfredo E.	Executive Vice President	4790 Regent Blvd., Suite 100, Irving, Texas 75063, United States
Buford, Tyler L.	Senior Vice President	2200 Columbia House Blvd., Vancouver, Washington 98661, United States
Driver, Stan M.	Senior Vice President	3888 E. Broadway Road, Phoenix, Arizona 85040, United States
Robinson, Terrence L.	Senior Vice President	10704 Shoemaker Avenue, Santa Fe Springs, California 90670, United States
Scott, Eric M.	Senior Vice President	4650 Business Center Drive, Fairfield, California 94534, United States
Swinton, Matt L.	Senior Vice President	1550 Mike Fahey Street, Omaha, Nebraska 68102, United States
Vetter, J.D.	Senior Vice President	160 Inverness Drive West, Suite 110, Englewood, Colorado 80112, United States

Wisnabaker, Jamie D.	Senior Vice President	2200 Columbia House Blvd., Vancouver, Washington 98661, United States
Anderson, Robert G.	Vice President	13119 Old Denton Road, Fort Worth, Texas 76177, United States
Boden, Kent A.	Vice President	2200 Columbia House Blvd., Vancouver, Washington 98661, United States
Briggs, Craig A.	Vice President	160 Inverness Drive West, Suite 110, Englewood, Colorado 80112, United States
Colpack, Michael J.	Vice President	12510 Belford Avenue, Englewood, Colorado 80112, United States
Ellis, Jeffrey	Vice President	2200 Columbia House Blvd., Vancouver, Washington 98661, United States
Farrell, Robert R.	Vice President	10704 Shoemaker Ave., Santa Fe Springs, California 90670, United States
Giuntini, Paul H.	Vice President	2215 E. 1st Street, Vancouver, Washington 98661, United States
Hanna, Kenneth W.	Vice President	450 Dividend Dr., Peachtree City, Georgia 30269, United States
Kite, Gray D.	Vice President	7770 Jefferson St. NE, Ste. 101, Albuquerque, New Mexico 87109, United States
McFadden, Steven M.	Vice President	10704 Shoemaker Avenue, Santa Fe Springs, California 90670, United States
Miske, Christopher M.	Vice President	9815 South Monroe Street, Suite 100, Sandy, Utah 84070, United States
Nelson, Erik A.	Vice President	33455 6th Ave South, Federal Way, Washington 98003, United States
Orbus, Todd W.	Vice President	4650 Business Center Drive, Fairfield, California 94534, United States
Peplow, Andrew J.	Vice President	10704 Shoemaker Ave., Santa Fe Springs, California 90670, United States
Petersen, Jeffrey P.	Vice President	2200 Columbia House Blvd., Vancouver, Washington 98661, United States
Petersen, Shane T.	Vice President	13119 Old Denton Rd., Fort Worth, Texas 76177, United States
Salamie, Ralph J.	Vice President	2200 Columbia House Blvd., Vancouver, WA 98661, United States
Schropp, Tobin A.	Vice President	1550 Mike Fahey Street, Omaha, Nebraska 68102, United States
Searles, Jr., William	Vice President	4650 Business Center Drive, Fairfield, California 94534, United States
Westland, Bill L.	Vice President	10704 Shoemaker Ave., Santa Fe Springs, California 90670, United States

Runyan-Pick, Loree C.	Controller	1550 Mike Fahey Street, Omaha, Nebraska 68102, United States
Schmidt, Scott A.	Treasurer	1550 Mike Fahey Street, Omaha, Nebraska 68102, United States
Carnazzo, Mary M.	Secretary	1550 Mike Fahey Street, Omaha, Nebraska 68102, United States
Anderson, Gerald L.	Assistant Secretary	1550 Mike Fahey Street, Omaha, Nebraska 68102, United States
Andrews, Paul C.	Assistant Secretary	2200 Columbia House Blvd., Vancouver, WA 98661, United States
Baker, James S.	Assistant Secretary	25 East Scenic Pointe Drive, Suite 150, Draper, Utah 84020, United States
Casper, Carla A.	Assistant Secretary	1550 Mike Fahey Street, Omaha, Nebraska 68102, United States
Dilworth, Jim J.	Assistant Secretary	2200 Columbia House Blvd., Vancouver, Washington 98661, United States
Gardner, Brian J.	Assistant Secretary	4650 Business Center Drive, Fairfield, California 94534, United States
Geiss, Greg L.	Assistant Secretary	33455 6th Avenue South, Federal Way, Washington 98003, United States
Gleaves, Timothy L.	Assistant Secretary	4650 Business Center Drive, Fairfield, California 94534, United States
Goodvin, Larry L.	Assistant Secretary	3888 East Broadway Road, Phoenix, Arizona 85040, United States
Larsen, Kari L.	Assistant Secretary	4650 Business Center Drive, Fairfield, California 94534, United States
Lombardi, Michael R.	Assistant Secretary	2200 Columbia House Blvd., Vancouver, WA 98661, United States
Martin, Craig A.	Assistant Secretary	3888 East Broadway Road, Phoenix, Arizona 85040, United States
Perry, Lyle R.	Assistant Secretary	2215 East 1st Street, Vancouver, Washington 98661, United States
Rood, Michael A.	Assistant Secretary	10704 Shoemaker Avenue, Santa Fe Springs, California 90670, United States
Ryan, Paola J.	Assistant Secretary	10704 Shoemaker Avenue, Santa Fe Springs, California 90670, United States
Schultz, Meda	Assistant Secretary	33455 6th Avenue S., Federal Way, Washington 98003, United States
Spitzenberger, Joseph M.	Assistant Secretary	1550 Mike Fahey Street, Omaha, Nebraska 68102, United States
Stadnick, Brian	Assistant Secretary	3888 E. Broadway Rd., Phoenix, Arizona 85040, United States
Walsh, Ryan M.	Assistant Secretary	2200 Columbia House Blvd., Vancouver, WA 98661, United States
Williams, Katrina C.	Assistant Secretary	10704 Shoemaker Avenue, Santa Fe Springs, California 90670, United States

Mites, David J.

Director

1550 Mike Fahey Street, Omaha,
Nebraska 68102, United States

Former Names

Former Name

Kiewit Pacific Co.

Start Date

05-18-1982

End Date

06-30-2010

Owners

Owner Name

Kiewit Infrastructure Group Inc.

End of Officer List-Short for Kiewit Infrastructure West Co.



Vimal Patel

Authorized Representative

YEARS OF EXPERIENCE

19 years

YEARS WITH KIEWIT

16 years

EDUCATION

B.S. Construction Management, California Polytechnic State University, San Luis Obispo, CA, 2003

OTHER SPECIALIZED EXPERIENCE/TRAINING

- Water Treatment Operator Grade T2 License, State of California State Water Resources Control Board, January 2015

PROFESSIONAL EXPERIENCE

Vimal Patel is a water treatment plant operator in the state of California with more than 19 years of construction experience specializing in mechanical and electrical portions of work for water and wastewater projects. He started as a field engineer on large-scale wastewater treatment plants and has been promoted to project superintendent and startup manager due to his success playing a key role in startup and commissioning of the plants. Recently, Vimal served as the Project Superintendent on the Bakersfield Wastewater Treatment Plant No. 3 Expansion project where he gained experience with digester gas purification and the effectiveness of bio gas cogeneration. Vimal has also managed construction operations and successfully implemented design and construction quality control plans as the Project Superintendent on the \$196 million seismic retrofit at the Harry Tracy WTP in San Bruno, CA. Vimal has six years of experience building power generation projects and three years of design-build experience. He is skilled at facilitating coordination with the client through coordination meetings, including all civil, structural, mechanical and electrical aspects of the project.

PROJECT EXPERIENCE

Project Executive (April 2020 – Present), San Jose Headworks No. 3, Jacobs, San Jose, CA \$60 Million

Vimal is responsible for preconstruction/engineering, schedule development, contract negotiations, construction staffing, existing plant coordination, financial controls, and on-site construction. This project involves construction of new headworks and repairs to existing headworks. Additional scope includes odor control covers over select junction boxes, influent screens, screenings and grit collection areas, corrosion protection, conduits for the collected foul air, combination biological-chemical treatment scrubbers, and modifications to influent pipelines.



District Operations Manager (November 2019 – Present), Northern California District, Kiewit Infrastructure West Co., Fairfield, CA

Vimal is responsible for assisting various projects with start-up and planning of major operations. He ensures that projects are utilizing best practices in work planning, safety, and quality as well as managing costs and maintaining good client and vendor relations.

Project Manager (March 2017 – June 2017), Upper San Leandro Reservoir Tower Upgrade, East Bay Municipal Utility District, Oakland, CA, \$7 Million

The Upper San Leandro Reservoir is an artificial lake that provides water the surrounding counties. The project consisted of the demolition and removal of existing valves, valve components, ladders, stairways, bridge crane and miscellaneous electrical components for the intake tower. The intake tower was retrofitted with a new 2-ft. wide by 5-ft. deep concrete collar, connected to two buckling restrained braces anchored on-shore in concrete anchor blocks, anchored with multi-strand anchors. The anchor blocks have been constructed following the installation of cofferdams which consisted of driven sheet pile. The purpose of this project was to add longevity to the structure and upgrade the existing system. This project had several access constraints requiring an extensive work plan developed to provide land access along very steep slopes to the work area. Working areas, as well as material laydown areas, were very limited creating extensive coordination with the constantly changing access to progress of work. This project was delivered on time and within-budget.

All work completed at San Leandro was completed within the constraints of land-eliminating any marine-based equipment. Material and equipment deliveries occurred through a narrow winding access road along the edge of a very steep slope. Along the edge of the water, Kiewit stabilized the slope to allow for a 100-ton crane to be setup for material handling. The San Leandro project required time and effort to ensure that the material and equipment handling was scheduled appropriately throughout the project as access in and out of the work area was critical to keeping the project delivered on-time to the client.

General Superintendent (April 2016 – March 2017), Fluoridation at Water Treatment Plants, Santa Clara Valley Water District, San Jose, CA, \$6 Million

The objective of the Fluoridation at Water Treatment Plants Project is to construct fluoridation (fluorosilicic acid) facilities at the Penitencia WTP and Santa Teresa WTP. STWTP is a 100 MGD (million gallons per day) drinking water treatment plant located in south San Jose, CA. PWTP is a 40 MGD drinking water treatment plant located in east San Jose, CA. This project included decommissioning outdated equipment, relocating serviceable equipment, install storage tanks, chemical feed systems, piping, pumps, instrumentation, and HVAC.

Estimator (April 2015 – April 2016), Northern California District, Kiewit Infrastructure West Co., Fairfield, CA

Vimal was responsible for providing mechanical and electrical support on bid estimates and proposals. She reviewed vendors and specified materials for bid packages.

Mechanical Superintendent, (Nov 2012 – April 2015) Harry Tracy Water Treatment Plant, San Francisco Public Utilities Commission, San Bruno, CA, \$196 Million

Vimal is responsible for procurement and installation of mechanical equipment and piping. He is also managing the electrical, and instrumentation and controls subcontractors as well as all SCADA modifications. Vimal is in responsible charge of startup activities on this project. Vimal will manage 25,000 manhours in installation of piping, 14,000 manhours in installation of the equipment and 40,000 manhours in installation of electrical systems. Vimal and his startup team have been working with the SFPUC to develop and refine the startup and commissioning plan since project award. KIWC must complete all startup and commissioning over 5 large outage periods (30 days to 60 days in length) and 4 shorter duration outages. The 10 phases of startup will require close coordination with the SFPUC.



This project involves improving delivery reliability and providing seismic upgrades at this regional water treatment plant to achieve a sustained capacity of 140 MGD for at least 60 days, and to provide 140 MGD within 24 hours following a seismic event on the San Andreas Fault. The work involves decommissioning the existing 6.5 and 8 MG treated water reservoirs and constructing a new 11 MG treated water reservoir, five new filters, replacing the existing 0.5 MG washwater tank, constructing a new 0.5 MG washwater tank, converting washwater clarifiers to equalization basins, installing new high-rate clarifiers, and performing hydraulic improvements to various treatment units.

Lead BOP, (Dec 2011 – Nov 2012) Marsh Landing Generating Stations, Mirant Delta, LLC, Antioch, CA \$507 Million

Vimal held the responsibilities as the General Superintendent on the north half of the job, which included everything located outside the power block, from civil, electrical, piping and concrete.

The Kiewit team will engineer, procure and construct the 800-megawatt natural gas-fired power plant with four 200-megawatt simple cycle units. Project equipment includes four Siemens 5000F(4) combustion turbines, four emissions control systems complete with selective catalytic reduction (SCR) and oxidation catalysts, exhaust gas-tempering air fan systems, three fuel gas compressors and balance of plant equipment. SCR/carbon monoxide (CO) catalyst units will be used to reduce the nitrogen oxide and CO emissions coming from the exhaust gas of the combustion turbines while operating in a simple cycle configuration.

In addition to pursuing LEED certification for the new administration building, this project complies with Best Available Control Technology. Upon completion, the project will supply power to more than 750,000 homes.

Lead Designer, (Nov 2010 – Dec 2011) Marsh Landing Generating Stations, Mirant Delta, LLC, Antioch, CA \$507 Million

Vimal worked with KPE design team to create design and drawings for the job, constructability, and scheduling design to accommodate construction.

Mechanical Superintendent, (Sept 2007 – Oct 2010) Bakersfield Wastewater Treatment Plant #3, City of Bakersfield, Bakersfield, CA, \$219 Million

Vimal was responsible for procurement and installation of all the mechanical equipment and pipe, including 105 pumps, six large blowers, 10 bays of aeration diffusers, four new 180-foot-diameter secondary clarifiers, rebuilt four existing 90-foot-diameter primary clarifiers, two daft tanks and associated piping equipment, two new anaerobic digesters, three centrifuges, a full tertiary system, four chemical farms, a 1.8-MW cogeneration facility with a full gas scrubbing system, three biofilters with all associated fans and duct work, and six pump stations.

The project contract was to expand and upgrade the existing Bakersfield Wastewater Treatment Plant from a capacity of 16 MGD to 32 MGD.

The facility also consists of a 2 MGD tertiary treatment system that includes a rapid mixer, cloth media continuous backwash filter, chlorine contact tank, and flocculation and disinfection chemical facilities, six new effluent disposal percolation basins, dissolved air flotation sludge thickeners, replacement of existing digester heaters with new units in the six existing anaerobic sludge digesters, two new anaerobic sludge digesters and a sludge dewatering building, a new power cogeneration building, plant-wide odor control systems that include foul air ducting, blowers and odor removal biofilters, a new administration/operation building, and a new maintenance shop.

Mechanical Superintendent, (Oct 2006 – Sept 2007) Hayward Wastewater Treatment Plant, City of Hayward, CA Hayward, CA \$49 Million

Vimal was responsible for underground pipe, traffic control, above ground pipe, start-up of two clarifiers.

The project involved constructing new clarifiers, solids contact, trickling filter, solids handling building, miscellaneous structures, and associated process piping and electrical work. The unique design of the galvanized steel effluent trough of the 120-ft.-dia. final clarifiers increases treatment capacity by allowing water to flow over the weirs from both sides.

Superintendent, (June 2005 - Dec 2005) San Jose Water Pollution Control Plant, City of San Jose, San Jose, CA, \$78 Million

Vimal was responsible for mechanical submittals, procurement of all mechanical equipment, and field supervision of installation of underground and above ground piping.

The project involved constructing one of the largest advanced wastewater treatment facilities in California. The project's improvements included construction of a new emergency basin and basin structures, a 120 in. influent line, a raw sewage influent metering vault, a main headworks structure, raw sewage flow distribution structures, a grit handling structure, a screenings handling structure, yard structures with piping and appurtenances, and electrical and instrumentation modifications.

Mechanical Engineer, (Dec 2003 – June 2005) Penitencia Water Treatment Plant, Santa Clara Valley Water District, San Jose, CA, \$43 Million

Vimal was responsible for submittals, training, layout, procurement, receiving, time cards, tracking costs, start-up and commissioning and close-out.

The project consisted of the construction of a two-story, 7,200-square-foot ozone generation building, an ozone contactor structure, a liquid oxygen storage and vaporizer structure, various pipelines, transition structures, a sulfuric acid storage area, a plant water pump station, three load centers, a sulfuric acid metering building and a hydrogen peroxide facility. In addition, crews installed ozonated and settled water pipelines, an electrical distribution system, a control system and a new emergency generator.

Prior to construction, early detection of site conditions warranted a substantial disruption in excavation and shoring work due to elevated groundwater levels, shear zones and naturally occurring asbestos deposits.

Engineer Intern, (June 2003 – Dec 2003), Penitencia Water Treatment Plant, Santa Clara Valley Water District, San Jose, CA, \$43 Million

Vimal was responsible civil underground, survey, layout, purchasing, submittals, and work plans.

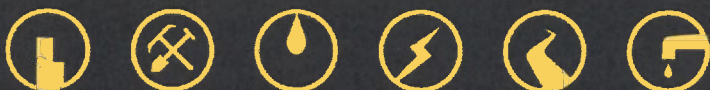
Engineer Intern (June 2002 – June 2003), Northern California District Office, Kiewit Infrastructure West, Co. (formerly Kiewit Pacific Co.), Concord, CA

Vimal was responsible for estimating various projects throughout Northern California.

PREVIOUS EMPLOYMENT

Project Manager (2017-2019), Overaa Construction, Richmond, CA

Vimal was the Project Manager on the "Sunnyvale Pretreatment Facility Package 2" Project. This \$100M public works project included modernizations to the existing Sunnyvale Water Pollution Control Plant site with a peak flow of 40MGD. The project also included habitat mitigation and the construction of a screening facility, grit and screenings handling facility, a new influent pump station, grit basins, primary sedimentation tanks, chemically enhanced primary treatment facility, odor control facility, and a new headworks electrical building. He safely supervised over 180,000 craft manhours.





CAPITAL PROGRAM SERVICES
5750 ALMADEN EXPRESSWAY
SAN JOSE, CA 95118 3686
TELEPHONE (408) 265 2600
FACSIMILE (408) 979 5631
www.valleywater.org
scvwdplanroom@valleywater.org

RINCONADA WATER TREATMENT PLANT RESIDUALS REMEDIATION PROJECT

Project No. 93294058

Contract No. C0671

Notice to Bidders and Bid Forms

Additional information and Instructions to Bidders is posted on
the District's Construction Administration webpage:

<https://www.valleywater.org/construction>

Bid Opening: June 9, 2021



**RINCONADA WATER TREATMENT PLANT
RESIDUALS REMEDIATION PROJECT**

Project No. 93294058

Contract No. C0671

Any unsigned Bid Form(s) may be cause for rejection of bid.

I. NOTICE TO BIDDERS

II. FORMS DUE AT TIME OF BID SUBMITTAL

- BID FORM NO. 1 Proposal and Bid Items
- BID FORM NO. 2 Designation of Subcontractors
- BID FORM NO. 3 Noncollusion Affidavit
- BID FORM NO. 4 Small Business Outreach Program:
Instructions and Compliance Document **[NOT USED]**
- BID FORM NO. 4a Small Business Outreach Program:
Requirements for Demonstrating a Good Faith Efforts **[NOT USED]**
- BID FORM NO. 5 Bidder's Bond
- BID FORM NO. 6 Iran Contracting Act Bid Certification
- BID FORM NO. 7 Bidder's General Information
- BID FORM NO. 8 Reserved **[NOT USED]**
- BID FORM NO. 9 Bidders Statement of Qualifications **[NOT USED]**

III. FORMS DUE BY 5 PM ON THE 3RD BUSINESS DAY AFTER BID OPENING

TIMELY SUBMISSION OF THESE FORMS IS CONSIDERED MATERIAL BY THE DISTRICT.

- BID FORM NO. 10 Escrow Bid Documents Certification of Completeness

RINCONADA WATER TREATMENT PLANT RESIDUALS REMEDIATION PROJECT**Project No. 93294058****Contract No. C0671**

1. **Notice. Due to the County of Santa Clara Public Health Officer's Order, the Santa Clara Valley Water District offices remain closed to the public until further notice.**

Notice is hereby given that sealed Bids will be received by the Construction Program of the Santa Clara Valley Water District (District), delivered either by a third party carrier such as FED EX, UPS, DHL, Overnight, Golden State Overnight, etc. or by hand delivery, at the District's Winfield Warehouse Building located at 5905 Winfield Boulevard, San Jose, California 95123 2428 only between the hours of 1:00 p.m. to 2:00 p.m. on **Wednesday, June 9 2021**, for furnishing all material and performing all work necessary for construction of **Rinconada Water Treatment Plant Residuals Remediation Project**, located in Los Gatos, California.

NO BIDS WILL BE ACCEPTED VIA USPS (US MAIL).

Additional information and Instructions to Bidders are posted on the District's Construction Administration webpage: <https://www.valleywater.org/construction>.

2. **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:

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.

3. Summary of Work

- A. **Project Description.** The Rinconada Water Treatment Plant Residuals Remediation Project includes, but is not limited to, the following work:
1. Sludge Thickener Structure Modifications and Improvements;
 2. Sludge Transfer System Modifications;
 3. Sludge Storage Tank (Alternative bid item for second tank);
 4. Centrate Wetwell B;
 5. Centrifuge Feed Pumps;
 6. Belt Press Building (Centrifuge Building B) Modifications including:
 - a. Demolition and Structural Improvements
 - b. Centrifuge Installation
 - c. Conveyor Installation
 - d. Polymer System Installation
 - e. MCC-R Replacement
 - f. Architectural, Electrical, and HVAC Modifications
 7. Demolition of Wash Water Recycle Basin, and its return pumps system.
 8. Site work that includes shoring, potholing, dewatering, installing new utilities, relocating and/or modifying existing utilities, constructing storm water improvements, installing new electrical switchyard and duct banks, install new reinforced concrete slabs-on-grade, asphalt concrete pavement removal and replacement, sidewalk removal and replacement; irrigation system removal and replacement, sidewalk removal and replacement; irrigation system removal and replacement, signage, environmental mitigation, and associated work.
 9. Installation of control systems for new sludge storage tanks, centrate wetwell, centrifuge feed pumps, Centrifuge Building B, centrifuges, sludge thickener; includes programming and interfaces with the Plant SCADA system, and camera system additions and modifications.
 10. Installation of new electrical and instrumentation conduits, conductors including modifications, and tie-ins with the Control Building and across the site to serve the new facilities.
 11. Temporary piping, controls, electrical power, and appurtenance systems

to allow for the required sequencing of construction to maintain solids dewatering and plant operation.

12. Removal and disposal of residual polymer from tanks, totes, piping and pumping systems in and adjoining the Belt Press Building.
13. Testing, quality control, training of staff, provision of operations and maintenance documentation, and trial system operation.
14. Mobilization, demobilization, scheduling, sequencing, and execution to meet Project restrictions and other work described in the Contract Documents.

- B. **Sole Source Products.** The Bid Documents require the Contractor to provide the following sole source products in compliance with Public Contract Code §3400. 8.

<u>Item No.</u>	<u>Specification Section</u>	<u>Description (Model)</u>	<u>Manufacture</u>
1	26 09 13	Electrical Power Monitoring System (CM4000 Series, PM-850, or PowerLogic Ion-7650)	Square D
2	40 95 10	PLC Programming Software (Unity Pro)	Schneider Electric
3	40 95 10	Ethernet Switch (IE3300 series)	Cisco
4	40 95 13	RFID Reader (RDR-6081AKU)	RFIdeas
5	40 95 13	RFID Security Software TSL-RFID	ESM Software
6	40 95 20	HMI, and Historian Server Software (iFIX)	GE Intelligent Platforms
7	46 71 36	PLC System Hardware (Automation M580 Unity system)	Schneider Electric
8	46 71 36	Centrifuges (DP66-422)	Hiller Separation & Process

4. **Contract Time.** Time limit for the completion of the Work is **550** calendar days. See Contract Documents, Special Provisions, Article 12.03. Contract Time(s) for Milestones and Contract Times.
5. **Liquidated Damages.** See Standard Provisions, Liquidated Damages, Article 5.07 and Special Provisions, Liquidated Damages, Article 12.05 of the Contract Documents for requirements regarding Liquidated Damages.

6. **Estimated Cost.** The estimated cost of the Project is between \$15 and \$17 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. Additive/Deductive Bid Items. [NOT USED]
- B. **Supplemental Bid Items.** These Bid Items may or may not be required. They may be deleted entirely or in part, by deductive change order(s), at the sole discretion of the District. The sum of the Total Base Bid and the Total Supplemental Bid will be used to determine the lowest Bid price.
7. **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.
8. **Pre-Bid Conference and Site Showing.** A pre bid conference/site visit will be conducted by the District on **May 18, 2021**. The conference will convene at 10:00 a.m. (by District time), at 400 More Ave, Los Gatos, CA. Anyone not in attendance at the meeting by the time stated above will be considered late and as having not attended this MANDATORY Pre-Bid conference/site visit. A Bid submitted by any Bidder not represented at the entire mandatory Pre-Bid conference/site visit will not be considered and its Bid will be returned unopened. Attendance at the Pre-Bid conference and site showing by subcontractors is not required.

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

- Mandatory
- Optional

The objective of the Pre-Bid conference/site visit is to familiarize prospective Bidders with the site; no additional site visits will be allowed. Please confirm your intent to attend the Pre-Bid conference/site visit 24 hours in advance by sending an email to scvwdplanroom@valleywater.org. Additional information regarding the Pre-Bid conference/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, Photo ID, or passport).

In response to the COVID-19 pandemic, the District will require that all participants adhere to the orders of Social Distancing. All persons attending the Pre-Bid conference/site visit are required to adhere to the orders of Social Distancing and are also required to bring and wear the appropriate Personal Protection Equipment (PPE), i.e., protective face covering, in order to be allowed entrance onto the site and to remain on the site.

Reasonable efforts will be made to accommodate persons with disabilities wishing to attend the Pre-Bid conference/site visit. Please request accommodations when confirming attendance.

9. Availability of Bid Documents

Due to the County of Santa Clara Public Health Officer's Order, District offices will remain closed to the public until further notice. The Contract Documents are only available in electronic (PDF) format. Electronic version is free and will be transferred via file transfer appliance (FTA) site.

To request for electronic Plans, Specification and Contract Documents:

- A. Complete "Request for Plans and Specs Form" which can be found at the District's Website: <https://www.valleywater.org/construction>

Please allow up to four business hours to receive your requested documents. Submitting incomplete contact information may result in delays.

10. **Inquiries.** 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 directed to the Contracts Administrator at scvwdplanroom@valleywater.org and submitted at least nine (9) calendar days before the deadline for receipt of Bids.

The District may issue written Addenda as appropriate for clarification or other purposes during the bidding period. Addendum notification(s) will be sent to each planholder at the email address provided by the contractor for the planholders list and addenda will be posted on the District's website at <https://www.valleywater.org/construction>.

- A. **Project Manager.** The District's project manager for this Project is Patrick Carter.
- B. **Process Questions.** For questions regarding the bid process, please contact the District Plan Room by email at scvwdplanroom@valleywater.org.

11. 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 are available on the State of California Department of Industrial Relations website at: <http://www.dir.ca.gov/>. See Standard Provisions, Prevailing Wages Article 4.04. through Apprentices Article 4.06. for related requirements.

Due to the County of Santa Clara Public Health Officer's Order, District offices will remain closed to the public until further notice. The wage rates

are therefore not currently available for review at District offices.

- 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

12. **Bid Proposal Submittal.** All Bids must be submitted in sealed envelopes addressed to the Santa Clara Valley Water District. Attention: Construction Programs and state the Project name and Project number on the outside of the sealed envelope. Each Bid must be submitted on the prescribed Bid Forms. All information on Bid Forms must be completed in ink.

BID SUBMITTAL DELIVERY. Bidders are allowed to submit a bid proposal by third party carrier or by hand delivery.

- A. **THIRD PARTY CARRIER** such as: FEDEX, UPS, DHL, CA Overnight, Golden State Overnight, etc., and must address the submittal in accordance with instructions stated in this paragraph 12. **Any Proposal received after 2 p.m. will not be considered. Late Bids will be returned unopened.**
- B. **HAND DELIVERY** shall only be between the hours of 1:00 p.m. to 2:00 pm. on the bid due date, at the Winfield Warehouse located at 5905 Winfield Boulevard, San Jose, CA 95123. Upon entrance to the gate, turn left towards the warehouse building. Bid submittal shall be delivered at a drop off box, marked "Bid/Submittal Drop Box," located in front of the warehouse entrance door. Bidder's must take a picture using its cellphone showing the "Official Bid Clock" timer as proof of delivery. Bidders must observe all Public Health Officers orders and wear proper face covering when dropping off your Bid. **Any Proposal received after 2 p.m. will not be considered. Late Bids will be returned unopened.**

NO BIDS WILL BE ACCEPTED VIA USPS (US MAIL). USPS (US Mail) does not deliver to 5905 Winfield Boulevard.

Address the outside delivery envelope as follows:

Santa Clara Valley Water District
Attention: Construction Contracts & Support Unit
Residuals Remediation Project
Project No. 93294058
5905 Winfield Boulevard
San Jose, CA 95123 2428

13. **Bid Opening.** For the duration of the COVID 19 pandemic, to ensure the safety of the public and District employees and requisite social distancing requirements by Order of the County of Santa Clara Public Health Officer, the opening of bids shall be made

available to the public only by video teleconference, live stream, on the date stated in this Notice to Bidders, paragraph #1. Notice, above, at **2:30 p.m.** The results will be posted on the District's website at <https://www.valleywater.org/construction> no later than close of business the following day.

- A. Join Zoom Meeting.** Any person interested in attending the live stream bid opening may do so by accessing the link below, or join via phone by calling the toll free number listed below:

Join Zoom Meeting: <https://valleywater.zoom.us/j/3796054075>

Meeting ID: 379 605 4075

One tap mobile:

+16699009128, 3796054075# US (San Jose)

+13462487799, 3796054075# US (Houston)

Dial by your location:

+1 669 900 9128 US (San Jose)

+1 346 248 7799 US (Houston)

+1 253 215 8782 US (Tacoma)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

Meeting ID: 379 605 4075

Find your local number: <https://valleywater.zoom.us/u/aekffBkBma>

- 14. Errors or Discrepancies in the Bids.** The District Board of Directors reserves the right to reject any and all Bid Proposals and to waive minor defects or irregularities in any submitted Bid Form(s).
- 15. Bidder's Security.** Each Proposal must be accompanied by cash, a certified check, cashier's check, or an original 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. Said checks or bond must be made payable to the Santa Clara Valley Water District.
- 16. 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.

17. **Substitution of Securities.** The Contractor may, at the Contractor's request and expense substitute securities equivalent to the amount withheld by District to ensure the performance of the contract, in accordance with Public Contract Code Section 22300.
18. **Small Business Preference. [NOT USED].**
19. **Equal Opportunity.** The District is an equal opportunity employer and all Contractors of District projects 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 Tuesday, April 27, 2021.

ATTEST: MICHELE L. KING, CMC



Clerk, Board of Directors