

2.0 INSTRUCTIONS TO PROPOSER

PART 1 - GENERAL

A. SECURING DOCUMENTS:

1. Contractors obtaining these plans and project manual for the purpose of submitting proposals for this work shall notify the District of their intentions, together with mailing address and telephone number, so they may be fully advised of any addenda to the construction documents being figured, or of any corrections, additions or omissions. Failure to so notify the District will make the contractor liable for the inclusion of all information according to the addenda in this contract, whether received or not.
2. Construction documents will not be issued to contractors who are not licensed to do business in the State of California, and the District will not consider or accept any proposal or proposals from such contractors.
3. Proposers shall have a generally recognized record for satisfactory execution of contracts of a similar size and character.

B. EXAMINATION OF PROPOSAL DOCUMENTS:

1. Each proposer shall examine the proposal documents carefully prior to date for receipt for proposals, shall make written request for interpretation and/or correction of any ambiguity, inconsistency or error therein which he may discover.
Any interpretation and/or correction will be issued as an Addendum. Only a written interpretation and/or correction by Addenda shall be binding. No proposer shall rely upon any interpretation and/or correction given by any other method.
2. By submitting a proposal, the proposer implies that he has thoroughly investigated and is satisfied as to the character quality and quantities of work to be performed and materials to be furnished, and as to all the stipulations and requirements of the Contract and construction documents.
3. The Proposer shall diligently investigate existing conditions to ascertain work required and include all necessary cutting and patching and refinishing in his proposal. He shall provide for and exercise every precaution to protect the existing facilities against dust, dirt, water, trash, interruption of personnel activities, etc

4. Any proposal protests not conforming to the foregoing shall be rejected by the Owner as invalid. Provided that a proposal protest is filed in conformity with the foregoing, the Owner's Chief Business Officer or such individual(s) as may be designated by the Chief Business Officer, in his discretion, shall review and evaluate the basis of the proposal protest, and shall provide a written decision to the proposer submitting the proposal protest concurring with or denying the proposal protest. The written decision of the Chief Business Officer shall be considered an administration appeal.
5. The protest decision by the Chief Business Officer may be appealed to the Board of Trustees as a judicial appeal. This request must be filed with the Chief Business Officer within 72 hours of receipt of the written decision of the Chief Business Officer. Said appeal shall be accompanied with reason for appeal. The judicial appeal will be calendared within 31 days or less of receipt. The final decision of the Board of Trustees is not subject to

- a. Each bid/proposal shall be accompanied by a bid security pursuant to Public Contracts Code 20674, in cash, a check or money order, or a bid bond in an amount not less than 10 percent of the total bid price payable to the Owner. The bid security shall be given as a guarantee that if awarded the contract the bidder will execute and return the Construction Agreement within 10 working days after award of the contract and will furnish on the prescribed forms a satisfactory Payment
 - b. (Labor and material) Bond and separate Performance Bond, in accordance with the Contract Documents and Civil Code Section 3248, and certificates evidencing that the required insurance is in effect in the amounts set forth in the Contract Documents. In case of refusal or failure to timely execute the Construction Agreement and furnish the required bonds and insurance certificates, the bid security shall be forfeited to the Owner. If the bidder elects to furnish a bid bond as its bid security, the bidder shall use the bid bond form included in the Contract Documents, unless the Owner elects to waive the use of the form provided, in its sole discretion.
2. Payment and Performance Bond. 100% of contract amount for all contracts \$25,000 or more.
- a. The Payment and Performance Bonds which the successful bidder as Contractor will be required to execute are included in the Contract Documents and should be carefully examined by the bidder. The Payment Bond shall be in an amount not less than 100 percent of the amount of the contract in accordance with Civil Code Section 3248. The successful bidder as Contractor will also be required to furnish a separate Performance Bond in the amount of 100 percent of the contract amount. Sufficient bonds shall be fully executed and returned to Owner with the executed Construction Agreement.

D. INSURANCE REQUIREMENTS:

1. Evidence of Insurance: Before the work is started, the Contractor shall forward to the District Certificates of Insurance and all the Contractual Liability coverage called for in the Contract Documents is in force, and specifically covers this particular Contract with the Owner, including the hold harmless requirements. In addition, the Certificates shall contain the following:
 - 1) "No cancellation of this policy or endorsement of same shall be effective until; until the thirtieth (30th) day following the receipt of notice of such cancellation of the policy or endorsements by the Owner."
 - 2) Certificates of Insurance shall contain transcripts from the policies authenticated by the proper office of the Insurer, evidencing in particular those insured, the extent of the insurance, the location of and the operations to which the insurance applies, the expiration date and the thirty (30) day NOTICE OF CANCELLATION CLAUSE.
 - 3) Acceptance of the Certificates of Insurance shall not relieve or decrease the liability of the Contractor.
 - 4) In the absence of contrary written instructions from the District, the Contractor at the Contractor's expense, shall obtain and maintain insurance at all times during the prosecution of the Contract, in companies and through agencies approved by the District, and with limits not less than those stated hereinafter.
 - 5) The Contractor shall not commence work under this Contract until he has obtained and paid for all insurance required herein and such insurance has been approved by the Owner, nor shall the Contractor allow an

1. Contractor agrees that lead plumbing domestic water items, asbestos, PCB, -containing products or materials will not be used or substituted in performing work under the Agreement.
 2. At the completion of work under this Agreement, Contractor will certify in writing to the Owner that, to the best of Contractor's knowledge, no lead plumbing domestic water items, asbestos/PCB-containing products or materials were used or substituted in performing work under the Agreement.
- G. PREVAILING WAGE RATES AND APPRENTICESHIP REQUIREMENTS . All proposals that exceed \$1,000 shall be prevailing wage.
1. Wages and Employer Payments:
 - a) The general prevailing wage rates and employer payments for Health and Welfare, Pension, Vacation and similar purposes in the county in which the work is to be done shall be in accordance with the Labor Code of the State of California, Section 1770, et seq.
 - b) Copies of all collective bargaining agreements relating to the work as set forth in the aforementioned Labor Code are on file and are available for inspection in the Office of the Division of Labor Statistics and Research of the Department of Industrial Relations.
 - c) Employer payments as defined in Section 1773.1 of the Labor Code are to be paid in accordance with the terms of the collective bargaining agreement applicable to the type of classification of the workmen employed on the project and shall be the prevailing wage rate of the county in which the work is to be performed. Overtime shall be paid for the hours worked in excess of the working day and for time worked on Saturdays, Sundays and the seven (7) holidays which are to-wit:
 New Year's Day, Memorial Day, July Fourth,
 Labor Day, Veteran's Day, Thanksgiving Day
 and Christmas.
 The Contractor and any subcontractor under him shall comply with the requirements of Sections 1773.3, 1777.5, 1776 and 1777.6 in the employment of apprentices.
 - 1) The predetermined (double asterisk) changes are no longer a part of the general prevailing rates of per diem wages. The rates at the time of the proposal advertisement date of a project will remain in effect for the life of project.
 - 2) The definition of prevailing rate states that when there is no single rate paid to a majority of workers, then the prevailing rate is a weighted average.
 - d) Not less than the general prevailing wage rate for each classification of work State or Federal which is higher shall be paid by the general contractor and all subcontractors under him shall be paid to all laborers, worker and mechanics employed in the execution of such contract or subcontract there under, including rates for overtime and general holidays in the locality in which the work is to be performed.
 - e) The Contractor and all subcontractors under him shall make travel and subsistence payments to each workman needed to execute all the work as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Section 1773.8 of the Labor Code.
 2. Eight Hour Day: Contractor shall not permit any person employed by him to work overtime other than pursuant to express provisions of Section 1810 of the California Labor Code.
 3. Records of Hours Worked and Citizenship: The Contractor shall maintain records of the hours worked by his employees and their citizenship and they shall be open at all times for inspection by the County, Client and/or the Division of Labor Statistics and Law Enforcement, in accordance with Sections 1814 and 1552 of the California Labor Code.
 - a) The General Contractor shall maintain all certified payroll documents at their office. Copies shall be provided to anyone who provides a request and Owner approves

3.0 PROPOSAL

Proposals will be received at purchasing@whccd.edu or West Hills College Coalinga Maintenance & Operations Office, 300 Cherry Lane; Coalinga, CA 93210 up to **October 28, 2022 at 2:00 pm**

Submitted to:
West Hills College Coalinga
Coalinga, California

Submitted by:

Name of Firm

Having carefully examined the Proposal and Contract Documents and General Requirements, as well as the premises and the conditions affecting the work, including Addenda (a) No (s) _____, inclusive, the Undersigned proposes to furnish all material and labor called for by all documents for the "entire work", in accordance with said documents for the sum of:

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NON-COLLUSION AFFIDAVIT:

State of California)
) ss.
County of _____)

_____, being duly sworn, deposes and says:

That he or she is the _____(position)
of _____(name of
proposer), the party making the proposal; that the proposal is not made in the interest of, or on behalf of any
undisclosed person, partnership, company, association, organization or corporation; that the proposal is
genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any
other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired,
connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain
from submitting a proposal; that the proposer has not in any manner, directly or indirectly, sought by
agreement, communication, or conference with anyone to fix0 g0(y)6(4(n)4)-224

SUBCONTRACTOR LIST:

Pursuant to the Provisions of the Public Contracts Code Sections 4100 to 4107 inclusive, every proposer shall set forth the name and location of the place of business of each subcontractor who will perform work or labor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (1/2 of 1%) of the Proposers total proposal. If a Contractor is not listed and the work is more than one-half of one percent (1/2 of 1%) of the Proposers total proposal, he agrees to perform that portion himself. The following is the list of subcontractors:

| <u>PORTION OF WORK</u> | <u>SUBCONTRACTOR</u> | <u>LOCATION OF BUSINESS</u> |
|------------------------|----------------------|-----------------------------|
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| | | |
| | | |

I declare, under penalty of perjury, that information provided, and representations made in this proposal are true and correct and that this declaration was executed on _____, at _____, _____, California.
(date) (city) (county)

Respectfully submitted,

Name of Firm

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- i) The Contractor further agrees to construct and execute all of the work described in said drawings, specifications, proposals, addenda and any and all other requirements, covenants, stipulations and restrictions, within the timeframe specified on Document 3.0 Proposal.
- ii) Both parties agree that the aforementioned stipulated contract period to be a reasonable time scale for completion of the work and Contractor will provide best endeavors to complete th

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18. At the roof drain areas, frame the area to begin the outside edge to level with the roof drain area.
Add
a prefinished sheet metal fascia cover over the exterior area.
19. See attachment on section 7.0 for additional information.

CONTRACTOR PROVISIONS:

The Contractor shall supply everything necessary for the execution and completion of the work including Site preparation and installation performance shall be in accordance with all building codes and standards

WORKING HOURS:

Working hours are to be 6am to 6pm. No work is to take place outside these hours unless Director M&O has given agreement.

SITE PREPARATION AND CLEANING UP

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the College. Unsightly materials and debris including excess soil, garbage, and equipment should be removed as required; while materials should be scheduled for delivery only as required for immediate use.

7.0 ATTACHEMENTS



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