





## 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 (a) (b) (c) (d) (e) (f) (g) (h) (i) (j) (k) (l) (m) (n) (o) (p) (q) (r) (s) (t) (u) (v) (w) (x) (y) (z) (aa) (ab) (ac) (ad) (ae) (af) (ag) (ah) (ai) (aj) (ak) (al) (am) (an) (ao) (ap) (aq) (ar) (as) (at) (au) (av) (aw) (ax) (ay) (az) (ba) (bb) (bc) (bd) (be) (bf) (bg) (bh) (bi) (bj) (bk) (bl) (bm) (bn) (bo) (bp) (bq) (br) (bs) (bt) (bu) (bv) (bw) (bx) (by) (bz) (ca) (cb) (cc) (cd) (ce) (cf) (cg) (ch) (ci) (cj) (ck) (cl) (cm) (cn) (co) (cp) (cq) (cr) (cs) (ct) (cu) (cv) (cw) (cx) (cy) (cz) (da) (db) (dc) (dd) (de) (df) (dg) (dh) (di) (dj) (dk) (dl) (dm) (dn) (do) (dp) (dq) (dr) (ds) (dt) (du) (dv) (dw) (dx) (dy) (dz) (ea) (eb) (ec) (ed) (ee) (ef) (eg) (eh) (ei) (ej) (ek) (el) (em) (en) (eo) (ep) (eq) (er) (es) (et) (eu) (ev) (ew) (ex) (ey) (ez) (fa) (fb) (fc) (fd) (fe) (ff) (fg) (fh) (fi) (fj) (fk) (fl) (fm) (fn) (fo) (fp) (fq) (fr) (fs) (ft) (fu) (fv) (fw) (fx) (fy) (fz) (ga) (gb) (gc) (gd) (ge) (gf) (gg) (gh) (gi) (gj) (gk) (gl) (gm) (gn) (go) (gp) (gq) (gr) (gs) (gt) (gu) (gv) (gw) (gx) (gy) (gz) (ha) (hb) (hc) (hd) (he) (hf) (hg) (hh) (hi) (hj) (hk) (hl) (hm) (hn) (ho) (hp) (hq) (hr) (hs) (ht) (hu) (hv) (hw) (hx) (hy) (hz) (ia) (ib) (ic) (id) (ie) (if) (ig) (ih) (ii) (ij) (ik) (il) (im) (in) (io) (ip) (iq) (ir) (is) (it) (iu) (iv) (iw) (ix) (iy) (iz) (ja) (jb) (jc) (jd) (je) (jf) (jg) (jh) (ji) (jj) (jk) (jl) (jm) (jn) (jo) (jp) (jq) (jr) (js) (jt) (ju) (jv) (jw) (jx) (jy) (jz) (ka) (kb) (kc) (kd) (ke) (kf) (kg) (kh) (ki) (kj) (kk) (kl) (km) (kn) (ko) (kp) (kq) (kr) (ks) (kt) (ku) (kv) (kw) (kx) (ky) (kz) (la) (lb) (lc) (ld) (le) (lf) (lg) (lh) (li) (lj) (lk) (ll) (lm) (ln) (lo) (lp) (lq) (lr) (ls) (lt) (lu) (lv) (lw) (lx) (ly) (lz) (ma) (mb) (mc) (md) (me) (mf) (mg) (mh) (mi) (mj) (mk) (ml) (mm) (mn) (mo) (mp) (mq) (mr) (ms) (mt) (mu) (mv) (mw) (mx) (my) (mz) (na) (nb) (nc) (nd) (ne) (nf) (ng) (nh) (ni) (nj) (nk) (nl) (nm) (nn) (no) (np) (nq) (nr) (ns) (nt) (nu) (nv) (nw) (nx) (ny) (nz) (oa) (ob) (oc) (od) (oe) (of) (og) (oh) (oi) (oj) (ok) (ol) (om) (on) (oo) (op) (oq) (or) (os) (ot) (ou) (ov) (ow) (ox) (oy) (oz) (pa) (pb) (pc) (pd) (pe) (pf) (pg) (ph) (pi) (pj) (pk) (pl) (pm) (pn) (po) (pp) (pq) (pr) (ps) (pt) (pu) (pv) (pw) (px) (py) (pz) (qa) (qb) (qc) (qd) (qe) (qf) (qg) (qh) (qi) (qj) (qk) (ql) (qm) (qn) (qo) (qp) (qq) (qr) (qs) (qt) (qu) (qv) (qw) (qx) (qy) (qz) (ra) (rb) (rc) (rd) (re) (rf) (rg) (rh) (ri) (rj) (rk) (rl) (rm) (rn) (ro) (rp) (rq) (rr) (rs) (rt) (ru) (rv) (rw) (rx) (ry) (rz) (sa) (sb) (sc) (sd) (se) (sf) (sg) (sh) (si) (sj) (sk) (sl) (sm) (sn) (so) (sp) (sq) (sr) (ss) (st) (su) (sv) (sw) (sx) (sy) (sz) (ta) (tb) (tc) (td) (te) (tf) (tg) (th) (ti) (tj) (tk) (tl) (tm) (tn) (to) (tp) (tq) (tr) (ts) (tt) (tu) (tv) (tw) (tx) (ty) (tz) (ua) (ub) (uc) (ud) (ue) (uf) (ug) (uh) (ui) (uj) (uk) (ul) (um) (un) (uo) (up) (uq) (ur) (us) (ut) (uu) (uv) (uw) (ux) (uy) (uz) (va) (vb) (vc) (vd) (ve) (vf) (vg) (vh) (vi) (vj) (vk) (vl) (vm) (vn) (vo) (vp) (vq) (vr) (vs) (vt) (vu) (vv) (vw) (vx) (vy) (vz) (wa) (wb) (wc) (wd) (we) (wf) (wg) (wh) (wi) (wj) (wk) (wl) (wm) (wn) (wo) (wp) (wq) (wr) (ws) (wt) (wu) (wv) (ww) (wx) (wy) (wz) (xa) (xb) (xc) (xd) (xe) (xf) (xg) (xh) (xi) (xj) (xk) (xl) (xm) (xn) (xo) (xp) (xq) (xr) (xs) (xt) (xu) (xv) (xw) (xx) (xy) (xz) (ya) (yb) (yc) (yd) (ye) (yf) (yg) (yh) (yi) (yj) (yk) (yl) (ym) (yn) (yo) (yp) (yq) (yr) (ys) (yt) (yu) (yv) (yw) (yx) (yy) (yz) (za) (zb) (zc) (zd) (ze) (zf) (zg) (zh) (zi) (zj) (zk) (zl) (zm) (zn) (zo) (zp) (zq) (zr) (zs) (zt) (zu) (zv) (zw) (zx) (zy) (zz)
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., due to operations under this Contract.
4. The District will not be responsible for any omissions, errors, etc., which may result from the Contractor's procurement of incomplete documents. It shall be the Contractor's responsibility to review and ascertain all of the required work, materials, etc., to be provided by him in performing all work as required and/or called for by the Contract Documents.

#### C. INTERPRETATION OF DOCUMENTS:

Should a proposer find discrepancy from the drawings and specifications, and/or should he be introducing new materials, he shall advise the District immediately.

be without alterations to content, form, and scope project; and the signatures of all persons signing shall be in longhand.

2. Alternate proposals will not be considered unless called for. No oral, telegraphic or telephonic proposals or modifications will be considered.
3. Before submitting proposals for this work, including RFP's, each proposer will be held to have examined the project premises and satisfied himself as to the existing conditions under which he will be obliged to operate, and that no changes will be made subsequently in this connection or in behalf of the Contractor for any error or negligence on his part, and he shall include in the proposal a sum to cover the cost of all items included in the contract and/or materials. No additional cost will be considered for price increases of any materials.

H. ADHERENCE:

No proposal will be considered that does not strictly adhere to all requirements of these instructions to Proposers.

I. PROPOSALS TO BE ACCEPTED BY DISTRICT:

The successful contractor shall be determined by the lowest total aggregate proposal of any or all proposals accepted by the District. The District reserves the right to select the proposals and/or aggregate of proposals it deems advantageous to the District.

J. AWARD OR REJECTION OF PROPOSALS:

The contract shall be awarded to the responsible proposer complying with these instructions. The District reserves the right to reject any and all proposals and to waive any informality or irregularity in proposals received. The award, if made, will be made within sixty (60) calendar days after the opening of the proposals.

K. EXAMINATION OF SITE:

The Proposer shall carefully examine the site of the contemplated work prior to submitting a proposal and shall h

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 arbitration, mediation or reconsideration/appeal.
- O. **STARTING WORK:**  
All documents shall be submitted and approved prior to starting work. Failure to provide complete information prior to days indicated shall be considered non-responsive, bid bond

- a. Each bid/proposal shall be accompanied by a bid security pursuant to Public Contracts Code 20674, in cash, a c





Liability endorsed to specifically cover an Indemnity Agreement contained in the Contract. The Comprehensive General Liability coverage may be provided on an "occurrence" form or a "claims made" basis. If the coverage is on a "claims made" basis, the policy shall provide for a non-cancelable 5 year extended reporting period.

- a) The Contractor shall carry such public liability and property damage insurance that will protect the Contractor, Owner, Architect and Engineers from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract whether such operations be by the Contractor or by any Subcontractor or anyone directly or indirectly employed by either party. The limits of coverage shall be as stated herein.
- b) In the event that any suits, actions, or claims are brought against the Owner, Architect, and/or Architect's Consultants, money equal to the "clai

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

that request. Contractor shall provide copies within ten (10) days of approved request. Contractor shall provide copies, shipping cost, and all other related cost to provide this information at no cost to Owner. Contractor shall maintain certified payroll documents for seven (7) years after Notice of Completion.

4. Penalties: The Contractor shall forfeit as a penalty to said Owner, Fifty Dollars (\$50.00) for each laborer, workman or mechanic paid less than the above stipulated rates for any work under this Contract by him or any Subcontractor under him.
5. Enforcement and Verification off Requirements:
  - a) The records by the Contractor may be checked periodically by an independent enforcement agency to verify compliance with the labor codes and related items.
  - b) Jobsite interviews may be conducted periodically throughout the duration of the project. The Contractor shall allow access to the project and access to workers during working hours to confirm prevailing wage rates and apprenticeship requirements are followed.
  - c) Prior to executing the agreement, the Contractor shall provide verification of enrollment in an apprenticeship program per Sections 1773.3, 1777.5, 1776 and 1777.6 within the last 12 months.

H. Contractor License and DIR Registration Required.

To perform the work required for this project, Bidder must possess the type of contractor license specified in the Notice to Proposers (Request for Proposal), and must be registered with the Department of Industrial Relations (DIR) as a public works contractor. Contractor registration can be accomplished

-

**3.0 PROPOSAL**

Proposals will be received at [purchasing@whccd.edu](mailto:purchasing@whccd.edu) or West Hills College Coalinga Maintenance & Operations Office, 300 Cherry Lane; Coalinga, CA 93210 up to **February 24, 2023 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:

**BASE AMOUNT – Bid shall be determined on BASE BID plus allowance only**

<b>Roof Replacement-Building "G"</b>	<b>\$</b>	_____
<b>+</b>		
<b>\$10,000 Owners Allowance</b>	<b>\$ 10,000</b>	_____
<b>=</b>		
<b>Total Bid Amount</b>	<b>\$</b>	_____

The undersigned understands that the time required to complete the work is the essence of the Contract and agrees to commence the work within ten (10) calendar days of the Contract date. The undersigned further agrees that this proposal may not be withdrawn for a period of sixty (60) days after the date set for the opening thereof unless otherwise required by law.

The undersigned agrees, if awarded the Contract, to complete all work between, **March 1, 2023 – June 30, 2023** or as otherwise mutually scheduled by College and Contractor.

**The undersigned has checked carefully all the above figures and understands that the District will not be responsible for any errors or omissions on the part of the undersigned in making up this proposal.**

The undersigned hereby certifies that this proposal is genuine and not sham or collusive or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other proposer to refrain from submitting a proposal, and that the undersigned has not in any manner sought by collusion to secure for himself any advantage over any other proposer.

**PREVAILING WAGE COMPLIANCE CERTIFICATION:**

In submitting this proposal, I hereby certify that I will conform to the State of California Public Work

**CONTRACTOR'S CERTIFICATE REGARDING WORKER'S COMPENSATION:**

Labor Code Section 3700 provides:

"Every employer except the State and all political subdivision or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

"(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

"(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with those provisions before commencing the performance of the work of this contract.

CONTRACTOR:

---

**NON-COLLUSION AFFIDAVIT:**

State of California                    )  
  ) ss.  
County of \_\_\_\_\_)











- ii) Rules of Practice: The rule of practice to be observed in this Contract shall be that upon the demand of either the Owner or the Contractor, the character or valuation of any and all changes, omissions, or extra work shall be agreed upon and fixed in writing, signed by the Owner and the Contractor, prior to execution.
- f) Acceptance of Work. The payment of the progress payments by the Owner shall not be construed as an absolute acceptance of the work done up to the time of such payments, except as to such matters as are open and obvious, but the entire work, and at the time when it shall be claimed by the Contractor that the Contract and work is completed. Liability under the bonds is to continue for one (1) year from the date of acceptance and bonds will not be released until such date.
- g)

- 7, Chapter 1, Article 2, Sections 1770-1780 with particular reference to the employment and use of apprentices and other provisions that require him to make travel and subsistence payments to each workman needed to execute the work, as such collective bargaining agreements filed in accordance with the Labor Code, and to pay not less than the minimum per diem wages as determined by the Director of the Department of Industrial Relations, on file in the principal office of the Owner.
- iii) Special attention is directed to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Code of Regulations Section 200 et. seq. Each contractor and/or subcontractor

## **6.0 PROJECT SCOPE**

A. PROJECT DESCRIPTION:

PART 1 - GENERAL

1.1. SUMMARY

The West Hills Community College District (WHCCD), West Hills College Coalinga has a requirement to remove and replace the existing roof at Building E. The Contractor will include all labor, materials, equipment and necessary rigging to complete the work located at 300 Cherry Lane, Coalinga, CA 93210. To this end, WHCCD, West Hills College Coalinga requires quotations for a licensed contractor to complete the proposed modifications.

Intent:

Requirements in this SOW serve as a direction to the Contractor for the roof replacement Building E at West Hills College Coalinga. The Contractor shall perform all 7rs0.00000ETQq0.00000912 0 612 792 reW\* n4h0.000009117(s)6( )



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:0 g72.024 626.98136.1 1.08ef\*EMC /P #MCID 6>BDC q0.00000400.00000400.00000400ETQ0 g912 0e**