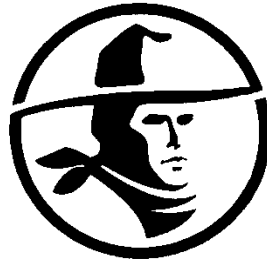


# PROJECT MANUAL

## PROPOSAL REQUIREMENTS

### Saugus High School Building D Modernization



OWNER:  
WILLIAM S. HART UNION HIGH SCHOOL DISTRICT  
26308 SPIRIT COURT  
SANTA CLARITA, CA 91350

## Volume 1 of 1

**Caution: Read these Bid Documents carefully.  
Do not assume that the documents are the  
same as similar documents you previously  
may have obtained from the District.**

# Saugus High School Building D Modernization

for

*WILLIAM S. HART UNION HIGH SCHOOL DISTRICT*

**Proposal Package SA12-01A**

**ISSUED DATE:**  
January 10, 2012

**ARCHITECT**  
**PSWC Group Architects**  
**330 Zachary Street, Suite 100**  
**Moorpark, CA 93021**  
**Phone: (805) 529-9129 Extension 112**  
**Fax: (805) 529-9165**

**Los Angeles County**  
**The Governing Board**  
**William S. Hart Union High School District**

**TABLE OF CONTENTS**

**INDEX OF SECTIONS**

VOLUME I

**PROPOSAL DOCUMENTS**

**DIVISION O**

Project Title Page

Table of Contents

**Proposal Requirements Section**

Introduction/Purpose

Project Description

Project Information

**Instruction/Information for LLB Contractors**

- 1.Company Letter/Letter of Interest
- 2.Preparations And Submission Of Proposal
- 3.Schedule of Values
- 4.Erasures, Inconsistent Or Illegible Proposals
- 5.Modifications
- 6.Signature
- 7.Contractor’s License
- 8.City Business License (Not Used)
- 9.Selecting Subcontractors
- 10.Listing Subcontractors
- 11.References
- 12.Contract Audits
- 13.Disabled Veterans Business Enterprise (DVBE)
- 14.Prevaling Wage
- 15.Labor Compliance Program
- 16.Apprenticeable Crafts or Trade
- 17.LLB Contractor’s Interest in More Than One Bid
- 18.Interpretation of Plans and Documents
- 19.Requests for Information (RFI)
- 20.Addenda to the Documents
- 21.Drawings and Specifications
- 22.Examination of Site and Contract Documents
- 23.Trenching and/or Excavations

- 24.Preference for Materials
- 25.Alternates
- 26.Preliminary Work
- 27.Evidence of Responsibility
- 28.Compliance with Government Code
- 29.Worker's Compensation
- 30.Fingerprinting
- 31.Payment and Performance Bonds
- 32.Insurance
- 33.Time for Completion
- 34.Liquidated Damages – Time is of the Essence
- 35.Communications
- 36.Non-Collusion Affidavit
- 37.Anti-Discrimination
- 38.District's Reservation of Rights; Award of Contract
- 39.Withdrawal of Proposals

## **Required Proposal Forms Section**

- 1.Company Letter/ Letter of Interest
- 2.Contractor's Proposal
- 3.Schedule of Values
- 4.LLB Contractor References and Responsibility Information
- 5.Designation of Subcontractors
- 6.Prevaling Wage Compliance Certification
- 7.Noncollusion Affidavit
- 8.Disabled Veteran Business Enterprise (DVBE) Participation Form
- 9.Declaration of Compliance with California DVBE Program Requirements
- 10.LLB Contractor's Certificate Regarding Worker's Compensation
- 11.Site Visit Certification
- 12.Labor Compliance Program Certificate of Compliance
- 13.Contractor's Guarantee to District
- 14.Questionnaire
- 15.Proposal Label

## WILLIAM S. HART UNION HIGH SCHOOL DISTRICT

### INTRODUCTION/PURPOSE

The District is pleased to issue this Request for Proposals (“RFP”) for Lease-Leaseback Services (“LLB”) for purposes of seeking proposals from construction contractors (each a “LLB Contractor”) that are qualified and experienced in completing school district construction projects pursuant to the LLB construction delivery method authorized by Education Code Section 17406.

The District intends to use the RFP as a basis for selecting a LLB Contractor for the construction of the following public works project (“Project”):

#### **Saugus High School Building D Modernization Project**

This RFP describes the submittal requirements, details of the scope of services for the Project, the selection process and the minimum information that must be included in a proposal. The selection process will include evaluation of proposals by an evaluation committee. Based on review of proposals, the District may select one or more LLB Contractors that may be asked to participate further in the selection process.

The District intends to validate the LLB transaction for the Project in the Superior Court for the County of Los Angeles, and to commence construction of the Project on or about **May 18, 2012**. The District has scheduled the Work for a specific time period including the “summer break” at the school, in order to promote the best usage of school facilities, to maintain an appropriate learning environment for students and to avoid and/or minimize interference with the District’s educational, recreational and other programs. The expected completion date of the Work is on or about **August 26, 2012**. Due to the short time available to accomplish those goals, the process for selection of the LLB Contractor requires quick turnaround of the proposals.

Notwithstanding anything to the contrary, this RFP is solely a solicitation for proposals. It is neither intended nor is it to be construed as the District engaging in formal competitive bidding or contracting pursuant to any statute, ordinance, policy or regulation. This RFP shall not be construed to create an obligation on the part of the District to enter into contracts with any LLB Contractor or other party, or to serve as the basis for a claim for reimbursement for expenditures related to the development of any proposal.

The District understands the effort required to timely respond to this RFP, and we thank you for your participation in the RFP process.

**PROJECT DESCRIPTION**

The Project consists of the following: all labor, materials, equipment, tools, utilities, temporary facilities, transportation, goods, and other services and things of any nature whatsoever as are expressly and impliedly necessary to timely and satisfactorily complete the Project in strict accordance with the site lease, leaseback agreement and Construction Services Agreement (CSA) for the Project (collectively, the “LLB Agreements”), the plans and specifications prepared by the architect and approved by the DSA, and all other contract documents for the Project, including any contract documents providing for changes to the initial scope of the Project.

The site for construction of the Project is located on the **Saugus High School** campus, at **21900 Centurion Way, Saugus, CA 91350**. Construction of the Project consists of:

**Alteration to an existing 18,432 S.F. building. This industrial artbuilding houses Woodshop, Graphic Art, Video Production and Auto shop classrooms. Each trade has a classroom & fully equipped shop.**

**Addition of three 39’x18’ CMU storage units adjacent to wood shop and a new enclosure for the dust collector.**

**Addition of 56’x15’ CMU trash enclosures on the south east corner of the compound for easier access.**

**A 41’x179’ steel framed canopy that covers the south side of the building from east to west and related site work.**

**Addition of an automatic sprinkler system for entire building.**

The District previously contracted for architectural services for the Project and has obtained California Department of General Services, Division of State Architect (“DSA”) approval of the plans specifications for the Project. The DSA approved the single set of plans and specifications for the Project on **October 21, 2011**, pursuant to DSA Application No. A#**03-113696**.

The selected LLB Contractor’s scope of work will include all record keeping, accounting, tracking, invoicing and other efforts by LLB Contractor as are required and/or requested by the District.

**PROJECT INFORMATION****Proposal Package: SA12-01A**Mark Proposals: **Saugus High School Building D Modernization Project****Schedule of Events:**

<b>January 10, 2012</b>	RFP issued
<b>January 17, 2012</b>	Mandatory Job-Walk
<b>January 24, 2012</b>	Last Day for Contractors to Ask Questions
<b>January 26, 2012</b>	Last Addendum Issued
<b>February 2, 2012</b>	Submittals Due Date by <b>4:00 PM</b>
<b>February 3, 2012</b>	District's Review of Proposals
<b>February 9, 2012</b>	District Selects LLB contractor
<b>February 15, 2012</b>	Presentation/Board Approval

**SUBMIT PROPOSALS IN A SEALED ENVELOPE TO:**

WILLIAM S. HART UNION HIGH SCHOOL DISTRICT  
 Attn: Diane Lemasters, Contract Administrator  
 26308 Spirit Court  
 Santa Clarita, CA 91350

**PROPOSALS MUST BE SUBMITTED NO LATER THAN:****Thursday, February 2, 2012 4:00 PM**

LLB Contractors and Subcontractors may obtain up to five (5) sets of the RFP Manual from the office of American Reprographics Company, 27891 Smyth Drive, Valencia, CA 91355, Phone: (661) 702-9684, Fax: (661) 702-9743 and email: [Nicolas.Jaramillo@e-arc.com](mailto:Nicolas.Jaramillo@e-arc.com) hereinafter referred to as "Printer" Valencia and are available Monday through Friday, 8:00 am to 6:00 p.m. RFP Manuals will be available as of **Tuesday, January 10, 2012**. The first set is free, but any additional sets must be paid for by the Consultant and/or Sub-consultant. All mailing, shipping, or RFP pickup charges are at the expense of the Consultant and Sub-consultants. RFP Manuals may also be picked up from Printer branches located in Costa Mesa, Pasadena, Santa Monica, Van Nuys, Woodland Hills, and Rancho Cucamonga with 24 hour advanced notification to American Reprographics Company in Valencia. Partial RFP Manual sets will not be issued.

**PROPOSAL REQUIREMENTS SECTION**

## **INSTRUCTIONS / INFORMATION FOR LLB CONTRACTORS**

### 1. **COVER LETTER – LETTER OF INTEREST:**

LLB Contractor shall include a cover letter not to exceed three (3) single-sided pages, font size not less than 12, and must include the name of the company, address, and telephone number; fax number and the name of the principal to contact. A representative of the company authorized to bind the company by contract must sign the letter. The cover letter shall address the following questions:

- 1). **Briefly, summarize your company's experience constructing an industrial art building, including Woodshop, Graphic Art, Video Production and Auto shop classrooms.**
- 2). Discuss the approach your company uses to address the required services as described herein.

### 2. **PREPARATIONS AND SUBMISSION OF PROPOSAL:**

Proposals must follow the specific format outline below and be presented on the form(s) included in the Contract Documents and must be submitted at such time and place as is stated herein. All blanks in the proposal form must be appropriately filled in. All proposals shall be submitted in sealed envelopes bearing on the outside the name of the proposing company and the name of the project for which the proposal is submitted. It is the sole responsibility of the proposing company to see that his/her proposal is received in proper time at the proper place. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the proposing company unopened.

Company shall submit responses to written questions on duplex 8-1/2" x 11" paper. Use of 11" x 17" foldout sheets is prohibited. Company may not provide promotional or advertising information.

Company shall submit one (1) original and two (2) copies of the required submittal responses.

Costs of preparation of proposal will be borne by the proposing company. This request does not constitute an offer of employment or contract for services.

### 3. **SCHEDULE OF VALUES:**

To assist the District in evaluating the knowledge and experience of the LLB Contractor with projects similar in size and scope to the District's Project, the LLB Contractor is required to submit a Schedule of Values (SOV). The District will be evaluating the detail of the SOV submitted, so the LLB Contractor should be as

detailed as possible. The SOV will contain provisions for the description of work and the value of work, to finish the project. The SOV should include any work that is 1/2% or more of the total value of the Project and include the cost of all activities required for the completion of the Project including Payment and Performance Bonds, Insurance and provisions in the General Conditions. The SOV submitted by the LLB Contractor is by no means a detailed listing of the work to be performed on the Project, but it is a quantitative method for assessing the LLB Contractor's approach to the Project.

4. ERASURES, INCONSISTENT OR ILLEGIBLE PROPOSALS:

The proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the persons signing the proposal. In the event of inconsistency between words and figures in the proposal price, words shall control figures. In the event that the District determines that any proposal is unintelligible, inconsistent or ambiguous, the District may reject such proposal as not being responsive to the invitation to proposal.

5. MODIFICATIONS:

Changes in or additions to the proposal form, recapitulations of the work proposal upon, alternative proposals, or any other modification of the proposal form that is not specifically called for in the Proposal Documents may result in the District's rejection of the proposal as not being responsive to the invitation to proposal. No oral or telephonic modification of any proposal will be considered, and a telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the LLB Contractor was placed in the mail prior to the opening of proposals.

6. SIGNATURE:

The proposal must be signed in the name of the LLB Contractor and must bear the signature in longhand of the person or persons duly authorized to sign the proposal on behalf of the LLB Contractor.

7. CONTRACTOR'S LICENSE:

Each LLB Contractor shall carry a valid and current Contractors License Class/Type "B" **General Building Contractor** from the Contractors State License Board. If, at the time the proposal is submitted, LLB Contractor is not licensed to perform the project in accordance with the Business and Professions

Code of the State of California such proposal will be deemed non-responsive and will not be considered.

8. CITY BUSINESS LICENSE: - NOT USED

9. SELECTING SUBCONTRACTORS:

The LLB Contractor must implement an informal bidding or proposal process for selection of subcontractors established by the LLB Contractor and approved by the District. The LLB Contractor must obtain bids or proposals from at least three experienced, knowledgeable, reputable and responsible contractors for each trade the LLB Contractor will not self-perform. Selection of the subcontractors will be in accordance with the Contract documents and the LLB Agreements.

10. LISTING SUBCONTRACTORS:

LLB Contractors are required to list in their proposal the name, CSLB license, and location of place of business for any and all subcontractors who may perform work or labor or render services in or about the construction of the work or improvement or who specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the Plans and Specifications. Failure to list a subcontractor for a portion of the work means that the LLB Contractor will self-perform that portion of the work.

11. REFERENCES:

All LLB Contractors must include a list of references when submitting their proposals. References are to be listed on the reference form included in the Required Proposal Forms section of the proposal package.

12. CONTRACT AUDITS

LLB Contractor agrees that the District has the right to review, obtain and copy all records pertaining to performance of the Contract. LLB Contractor agrees to provide the State or the District with any relevant information requested and shall permit the State or the District access to its premises upon reasonable notice for purposes of interviewing employees and inspecting records. The LLB Contractor shall maintain records for a period of at least four (4) years after final payment under the Contract.

13. DISABLED VETERANS BUSINESS ENTERPRISE (DVBE)

The District has adopted a goal for participation in the Project by disabled veterans business enterprises ("DVBE") of three percent of the overall amount

expended by the District for certain new-construction and modernization projects each year. In connection with the selection of Subcontractors pursuant to requirements set forth in the General Conditions, the LLB Contractor must make reasonable efforts to obtain DVBE services for performance of all or some of the Work. After the Subcontractors have been selected in accordance with the Contract Documents, the LLB Contractor must complete, execute and submit to the District the "Certification of DVBE Compliance" form and the "DVBE Participation Statement" form.

14. PREVAILING WAGES

The payment of Prevailing Wages is required in connection with the Project. The per-diem rates of Prevailing Wages applicable to the Work are available for review at the location specified herein and shall be posted by the LLB contractor at the Project Site. See the General Conditions for more information, including provisions related to enforcement of Prevailing Wages by the Department of Industrial Relations. A mandatory pre-construction labor conference will be held. There will be no additional compensation for compliance with the Labor Compliance Consultant or DIR or cooperation with the Labor Compliance Consultant or DIR.

15. LABOR COMPLIANCE PROGRAM:

The District will initiate and enforce a labor compliance program (LCP) for the Project. The California Department of Industrial Relations (DIR) and/or the Compliance Monitoring Unit of the DIR (CMU) may provide certain labor compliance services in connection with the Project, in accordance with the California Labor Code. In any event, the LLB Contractor and all subcontractors, at no additional cost to the District, must comply with all applicable labor compliance related requirements, including the requirements for payment of wages in accordance with the Prevailing Wage Laws.

16. APPRENTICEABLE CRAFTS OR TRADES:

It will be the responsibility of the successful LLB Contractor to ensure full compliance with the apprenticeable craft or trade sections of the California Labor Code.

17. LLB CONTRACTOR'S INTEREST IN MORE THAN ONE BID:

No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one proposal for the same work unless alternate proposals are specifically called for. A person, firm or corporation that has submitted a subcontractor proposal to the LLB Contractor, or that has quoted prices of

materials to a LLB Contractor, is not thereby disqualified from submitting a subcontractor proposal or quoting prices to other LLB Contractors or making a LLB proposal.

18. INTERPRETATION OF PLANS AND DOCUMENTS:

If any person contemplating submitting a proposal for the proposed Contract is in doubt as to the true meaning of any part of the drawings, specifications, or other Contract Documents, or finds discrepancies in, or omissions from the drawings and specifications, he/she may submit to the **Architect**, a written request for an interpretation or correction thereof prior to the announced opening date called for herein. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of the Contract Documents. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any LLB Contractor, and no LLB Contractor is authorized to rely on any such unauthorized oral interpretation.

19. REQUESTS FOR INFORMATION (RFI):

All requests for information must be submitted in writing via email. All RFP holders will receive answers to all questions submitted via email. Any oral response to such request or oral representation by any employee or representative of the District will not alter the terms of this RFP or any subsequent agreement or contract entered into between the successful LLB Contractor and the District.

**Please email questions related to this Request for Proposals to Ms. Susan Ahan, Architect Associate Partner, [susan@pswcgroup.com](mailto:susan@pswcgroup.com).**

The District advises that the LLB Contractor periodically check the District website and/or other Request for Information email responses for modifications to the RFP. The District is not responsible for a LLB Contractor's misunderstanding of the RFP or nonresponsiveness due to failure to check the website for updates, responses to Requests for Information, or addenda to the RFP, and/or other information regarding the RFP. Failure to periodically check the website will be at the LLB Contractor's sole risk.

Interested contractors shall not contact District staff or Governing Board members with questions or suggestions regarding this RFP. Any undue pressure or badgering of District's personnel may result in disqualification of the LLB Contractor.

20. ADDENDA TO THE DOCUMENTS:

The District reserves the right to issue such addenda to the documents, as it may desire at any time prior to the time fixed for receiving proposals. A copy of all such addenda will be promptly mailed or delivered to each registered plan holder. It is the responsibility of each LLB Contractor to verify that all Addenda have been received and incorporated into the LLB Contractor proposal. The number and date of each addendum shall be listed on the LLB Contractor's Proposal in the space provided.

21. DRAWINGS AND SPECIFICATIONS:

All copies of the plans and specifications are the property of the District. LLB Contractors may obtain up to five (5) sets of plans and specifications as specified herein. Additional sets of plans and specifications may be purchased by LLB Contractors at the District cost as determined by the District printer.

22. EXAMINATION OF SITE AND CONTRACT DOCUMENTS:

Each LLB Contractor shall visit the site of the proposed work and fully acquaint himself/herself with the conditions relating to the construction and labor so that he/she may fully understand the facilities, difficulties, and restrictions attending the execution of the work under the Contract. LLB Contractors shall thoroughly examine and be familiar with the drawings and specifications. The failure or omission of any LLB Contractor to receive or examine any Contract Document, form, instrument, addendum, or other document or to visit the site and acquaint himself/herself with conditions there existing shall not relieve any LLB Contractor from any obligation with respect to his/her proposal or to the Contract. The submission of a proposal shall be taken as prima facie evidence of compliance with this section.

23. TRENCHING AND/OR EXCAVATIONS:

If work on this Project includes digging trenches or excavations that extend deeper than four (4) feet below the surface, the LLB Contractor must adhere to California Public Contract Code Section 7104. If the work involves the excavation of any trench five (5) feet or more in depth, the LLB Contractor shall comply with California Labor Code Section 6705.

24. PREFERENCE FOR MATERIALS:

No specifications for proposals for the letting of contracts for the construction, alteration, or repair of public works in connection with the construction, alteration, or repair of public works shall be drafted: (1) in such a manner as to limit the bidding, directly or indirectly, to any one specific concern, or (2) except in those

instances where the product is designated to match others in use on a particular public improvement either completed or in the course of completion, calling for a designated material, product, thing, or service by specific brand or trade name unless the specification lists at least two (2) brands or trade names of comparable quality or utility and is followed by the words “or equal” so that proposers may furnish any equal material, product, thing, or service. In those cases involving a unique or novel product application required to be used in the public interest, or where only one brand or trade name is known to the District, it may list only one.

From time-to-time, certain brand names (or equal) are specified in the drawings and written bid package. When known to the District, and pursuant to California Public Contract Code, Section 3400, two or more brand names fitting the precise needs of the District have been listed. For those situations where only a single brand is called for, unless it is the District's standard and shall not be substituted, the District is unaware of any substitute process, product or materials which will be an “or equal” substitute. LLB Contractors who know of an equal or better product or brand name may propose the same for considerations. Requests for product deviation must be made to the District prior to the proposal opening.

25. ALTERNATES:

If alternates are called for, LLB Contractor acknowledges the District may award the Contract to the responsible LLB Contractor. The District reserves the right to include or not include any, all or none of any alternates in the award.

26. PRELIMINARY WORK:

Notwithstanding any section of the contract documents or anything else that may be construed to the contrary, the District may require that the LLB Contractor undertake some or all of the portions of the Work which is described in more detail in Exhibit A of the Construction Services Agreement (CSA), prior to the District obtaining a judgment in the Validation Action. Preliminary Work may be necessary to ensure completion of the Work not later than **the end of the summer break at the school**. The Parties may agree to amend Exhibit A of the CSA to include other portions of the Work not already described to attain the goal.

27. EVIDENCE OF RESPONSIBILITY:

Upon the request of the District, a LLB Contractor whose proposal is under consideration for the award of the Contract shall submit promptly to the District satisfactory evidence showing the LLB Contractor's financial resources, his/her construction experience, and his/her organization and plant facilities available for the performance of the Contract. The determination of whether a LLB Contractor possesses sufficient responsibility to successfully complete the Contract in the

time required shall be made in the sole discretion of the District. Evidence of non-responsibility shall be grounds for rejection of the proposal.

28. COMPLIANCE WITH GOVERNMENT CODE:

LLB Contractors shall strictly observe the requirements of California Government Code Sections 1090 and 1091 in presenting a proposal upon this Contract.

29. WORKERS' COMPENSATION:

In accordance with the provisions of California Labor Code Section 3700, LLB Contractor shall secure the payment of compensation to his /her employees. LLB Contractor shall sign and file with District the following certificate before performing the work under this Contract: "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 according to the provisions of the code, and I will comply with such provisions before starting the work of this contract." The form of such certificate is included in and made part of the Agreement.

30. FINGERPRINTING

All contractors and subcontractors will be required to comply with the provisions of Education Code, Sections 45125.1 *et seq.* regarding Pupil Safety/Fingerprinting. Prior to the Contract award by the Governing Board, the LLB Contractor shall either certify to the District that it has complied with the provisions of Education Code Section 45125.1 or seek a waiver from those provisions on the grounds set forth in Section 45121.2 (a)(1) and (2) or that LLB Contractor and its employees and subcontractors will have no contact with school pupils. No waiver will be granted under Education Code Section 45121.1(a)(3). The District, within its sole discretion, will decide whether a waiver is appropriate. Denial of a waiver shall not be grounds for a claim for additional compensation or delay.

Prior to the Contract award by the Governing Board, contractor shall submit the Contractor Certification, in the form provided by the District, certifying compliance with this requirement.

31. PAYMENT AND PERFORMANCE BONDS:

The Agreement that the LLB Contractor will be required to execute, and the forms and amounts of surety bonds that he/she will be required to furnish at the time of execution of the Agreement, are included in the Contract Documents and should be carefully examined by the LLB Contractor. Unless otherwise specified in General Conditions the Payment and Performance bonds shall be in the amount of one hundred percent (100%) of the amount of the Final GMP. The

surety-underwriting limit must be equal to or greater than the amount of the Contract. Payment and Performance bonds must be executed by a California admitted surety insurer licensed to do business in California as defined in Code of Civil Procedure, Section 995.010, *et seq.*

32. INSURANCE:

Prior to commencing the work, the successful LLB Contractor will be required, at his expense, to provide and maintain for the duration of the Contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the LLB Contractor, his agents, representatives, employees or subcontractors, with an insurer with an A.M. Best rating no less than an A-. LLB Contractor shall also require all of his subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the minimum levels of coverage outlined in the LLB Agreement (General Conditions). The insurance must be "occurrence" type. "Claims made" type will not be acceptable.

33. TIME FOR COMPLETION:

The complete project scope shall be completed within **100** calendar days from the Construction Start Date indicated on the District's Notice to Proceed and as indicated on the Construction Schedule issued with the proposal documents. Reference is made to Specification Section 01325 for the work performance, sequencing, phasing, schedule, milestones and completion requirements.

Within ten (10) days from receipt of the Notice to Proceed, the LLB Contractor shall provide any comments or requests for modification to the Contract Schedule. The Construction Manager shall, within twenty (20) days after due date of LLB Contractor's written objections, incorporate if appropriate the information furnished by the LLB Contractor (with modifications if/as necessary to achieve the Construction Schedule). This Schedule shall then be considered the Master Construction Schedule. The Master Construction Schedule shall be distributed to the LLB Contractor in CPM format and shall be available in the Construction Manager's site office for reference.

Should the LLB Contractor fail to submit comments and additions within the time indicated, that LLB Contractor shall nevertheless be bound to the Contract Schedule as included in the Contract Documents. Failure to comment will be deemed as LLB Contractor's concurrence with the Contract Schedule.

34. LIQUIDATED DAMAGES: TIME IS OF THE ESSENCE

If the Work is not completed in accordance with the Contract, it is understood that the District will suffer damage. It being impractical and unfeasible to determine the amount of actual damage, in accordance with California Government Code

Section 53069.85 it is agreed that LLB Contractor shall pay to District, as fixed and liquidated damages, and not as a penalty, the sum of **\$1,500.00** for each calendar day of delay for each building not completed as scheduled until work is completed and accepted. This amount shall be deducted from any payments due or to become due to LLB Contractor. LLB Contractor and LLB Contractor's surety shall be liable for the amount thereof. The District as provided in the General Conditions may grant time extensions due to additional work/change orders.

In accordance with California Government Code Section 4215, the LLB Contractor shall not be assessed liquidated damages for any delay in completion of the Project if such delay is caused by failure of the District to provide for removal or relocation of existing utility facilities.

35. COMMUNICATIONS:

The LLB Contractor awarded this Project shall have a fax machine and an e-mail address at their primary place of business and jobsite.

36. NON-COLLUSION AFFIDAVIT:

LLB Contractors on all public works contracts are required to submit a Non-Collusion Affidavit with their proposal. This Affidavit is made part of the proposal form of the bid package and must be dated and signed under the penalty of perjury.

37. ANTI-DISCRIMINATION:

It is the policy of the District that in connection with all work performed under this Contract, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, sexual orientation, gender identity, gender expression, age, marital status, physical disability, mental disability, or medical condition. The LLB Contractor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code, Section 12900, and Labor Code, Section 1735 and the American with Disabilities Act, 42 U.S.C. and 12101, *et seq.* In addition, the LLB Contractor agrees to require like compliance by any subcontractors employed on the work by him/her.

38. DISTRICT'S RESERVATION OF RIGHTS; AWARD OF CONTRACT:

The District reserves the right to reject any or all Submittals, or to waive any or all irregularities or informalities in any Proposal. The award, if made by the District, will be based on criteria and guidelines established by the District. The award will be made after a careful evaluation by the selection committee and will be based

on demonstrated competence, as well as what is in the best interest of the District as determined by the committee in its sole and absolute discretion.

**Additionally, if the District selects a LLB Contractor to construct the Project, the District reserves the right to negotiate any and all final terms and conditions of any preconstruction or other agreement with the LLB Contractor, and nothing in that or any other LLB Contractor's proposal shall be deemed or construed as a limitation thereon.**

39. WITHDRAWAL OF PROPOSALS:

Any LLB Contractor may withdraw his/her proposal in person only prior to the scheduled closing time for the receipt of proposals.

**REQUIRED PROPOSAL FORMS SECTION**

The following must be completed and submitted in the order specified with the proposal:

- 1) Company Letter/ Letter of Interest
- 2) Contractor's Proposal
- 3) Schedule of Values
- 4) LLB Contractor References and Responsibility Information
- 5) Designation of Subcontractors
- 6) Prevailing Wage Compliance Certification
- 7) Noncollusion Affidavit
- 8) Disabled Veteran Business Enterprise (DVBE) Participation Form
- 9) Declaration of Compliance with California DVBE Program Requirements
- 10) LLB Contractor's Certificate Regarding Worker's Compensation
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- 13) Contractor's Guarantee to District
- 14) Questionnaire
- 15) Proposal Label

**CONTRACTOR'S PROPOSAL**

TO THE GOVERNING BOARD OF  
WILLIAM S. HART UNION  
HIGH SCHOOL DISTRICT

DATE \_\_\_\_\_

The undersigned, having carefully examined all of the proposal documents, including but not limited to, the Specifications, the Instructions to LLB Contractors, and all Exhibits,

**Saugus High School Building D Modernization Project**

PROPOSAL PACKAGE: SA12-01A

\_\_\_\_\_  
(Name of LLB Contractor)

hereby proposes and agrees to furnish all item(s), equipment, apparatus, personnel, transportation, labor and materials, including all applicable sales taxes, permits and licenses necessary to complete the above named project in strict conformity with the Project Manual and Specifications as set forth in the Project Manual, including all work specified in addenda numbered and dated:

Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

**Preliminary Estimated Guaranteed Maximum Price (GMP)**

(\$ \_\_\_\_\_)

An estimate of the GMP payable to the LLB Contractor and may vary from the Final GMP

Final GMP shall be based on adjustment of the Preliminary GMP to reflect the difference between the estimated subcontractor's costs included in the Preliminary GMP and the actual subcontractor's costs determined through an applicable competitive process. The Final GMP is subject to approval by the District and is subject to the fiscal impact already approved by the Governing Board. A project contingency (Project Contingency) and a contractor contingency (Contractor Contingency) of 3% will be added to the Final GMP as detailed in the LLB Agreement.

LLB Contractor acknowledges the District may make the award after a careful evaluation by the selection committee and will be based on demonstrated competence, as well as what is in the best interest of the District as determined by the committee in its sole and absolute discretion.



## **DESIGNATION OF SUBCONTRACTORS**

Each LLB Contractor shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the LLB Contractor in or about the construction of the work or improvement to be performed under this contract or a subcontractor licensed by the State of California who, under subcontract to the LLB Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications. The LLB Contractor shall list three subcontractors for each such portion as is defined by the LLB Contractor in this proposal.

If a LLB Contractor fails to specify a subcontractor, LLB Contractor shall be deemed to have agreed that LLB Contractor is fully qualified to perform that portion, and that LLB Contractor alone shall perform that portion.

**NOTE:** If alternate bids are called for and bidder intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such alternate.

	Portion of Work	Subcontractor and Business Address	Phone #	CSLB License #	Expiration Date
1					
2					
3					
4					
5					
6					
7					
8					

Initial 

	Portion of Work	Subcontractor and Business Address	Phone #	CSLB License #	Expiration Date
9					
10					
11					
12					
13					
14					
15					

Copy and attach additional sheets if necessary.

Proper Company Name of LLB Contractor

Signed by  
(Print or Type)

Signature

Date



## **LLB CONTRACTOR REFERENCES AND RESPONSIBILITY INFORMATION**

The District expressly reserves the right to reject the proposal of any LLB Contractor who, upon investigation, has been determined to fail to complete similar contracts in a timely fashion or in a satisfactory manner. Such rejection would, if applicable, be based upon the principle that the LLB Contractor is "non-responsible" and poses a substantial risk of being unable to complete the work in a cost-effective, professional and timely manner.

In performing the above-described responsibility determination, the District reserves the right to utilize, and LLB Contractor agrees to provide the District with, all possible sources of information in assisting District to make its determination, including but not limited to: inquiries to regulatory state Boards and agencies; Dun and Bradstreet credit reports; LLB Contractor's most recent financial statements (unaudited or audited, as requested by District); inquiries to companies and public entities for which the LLB Contractor has previously performed work; reference checks and examination of all public records.

The LLB Contractor must also demonstrate knowledge of school construction techniques and should possess a working ability to perform similarly-sized construction work for a public agency. This knowledge and ability shall be shown by furnishing the names, current phone numbers, address, points of contact and scope of work of at least three (3) public agency customers served within the past three (3) years with requirements similar to the needs of the William S. Hart Union High School Project.

**FAILURE TO FURNISH THE REFERENCES AND OTHER INFORMATION AS REQUESTED (IN THE COMPLETE FORMAT REQUIRED) MAY CAUSE YOUR PROPOSAL TO BE REJECTED AS NON-RESPONSIVE.**

The references required by Paragraph 3 should be listed in the following format (facts are example only).

Worked for X Y Z Unified School District  
Phone # (222) 123-4567  
999 Holly Drive, L.A., CA 92000  
Contact: J. Q. Jones at above #  
Renovated Hills High in 1990 for \$1.3 million.

**LLB CONTRACTOR REFERENCES**

Reference #1

District or Entity:	
Phone No.:	
Address:	
Name of Contact:	
Scope of Work and \$ Amount:	

Reference #2

District or Entity:	
Phone No.:	
Address:	
Name of Contact:	
Scope of Work and \$ Amount:	

Reference #3

District or Entity:	
Phone No.:	
Address:	
Name of Contact:	
Scope of Work and \$ Amount:	

Reference #4

District or Entity:	
Phone No.:	
Address:	
Name of Contact:	
Scope of Work and \$ Amount:	

Reference #5

District or Entity:	
Phone No.:	
Address:	
Name of Contact:	
Scope of Work and \$ Amount:	

**PREVAILING WAGE COMPLIANCE CERTIFICATION**

To: The William S. Hart Union High School District  
26308 Spirit Court  
Santa Clarita, CA 91350

**PROJECT:** Saugus High School Building D Modernization

**Bid Package:** [SA12-01A](#)

I hereby certify that I will conform to the State of California Public Works Contract Requirements regarding wages, benefits, on site audits, payroll records, and apprentice and trainee employment requirements.

---

Proper Company Name of LLB Contractor

---

Signed by  
*(Print or Type)*

Signature

/ /  
Date



**NONCOLLUSION AFFIDAVIT**

TO BE EXECUTED BY LLB CONTRACTOR AND SUBMITTED WITH PROPOSAL

State of California  
County of Los Angeles


\_\_\_\_\_, being first duly sworn, deposes and says that he or she is \_\_\_\_\_ of \_\_\_\_\_ the party making the foregoing proposal, and that the bid is not made in the interest of, or on behalf of, any undisclosed 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 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 a conference with anyone to fix the bid price of the bidder or of 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 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 his or her 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.

Proper Company Name of LLB Contractor

Signed by  
*(Print or Type)*

Signature

Date

/ / 

**ACKNOWLEDGMENT**

State of California  
County of \_\_\_\_\_  
On \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.





Signature of Notary

Seal of Notary

**DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)  
PARTICIPATION FORM**

NAME OF DVBE FIRM IDENTIFIED FOR USE (LLB Contractor is to enter their own name if they are a certified DVBE)	COMMERCIALY USEFUL FUNCTION TO BE PERFORMED OR PROVIDED BY THE IDENTIFIED DVBE	DVBE % Claimed	TIER (See Legend Below)

**DVBE % CLAIMED:**

Enter the percentage level of actual DVBE participation achieved. The percent of DVBE participation claimed cannot be less than the required percentage specified in the General Conditions. Participation may be expressed as a partial/fractional decimal percentage. **DO NOT ENTER DOLLAR FIGURES IN THE "DVBE % CLAIMED" COLUMN.** Identification of a DVBE firm on this form imposes an obligation on the proposing contractor to use each DVBE firm identified for the percentage value claimed. The budget/cost sheets, if required, that are submitted in proposing contractor's proposal when responding to the RFP should include any DVBE service providers identified above, unless proposing contractor is uncertain of the budget period in which the DVBE will be used.

TIER = 0=LLB Contractor	2=Subcontractor/Supplier to a level 1 Subcontractor/Supplier
1=Subcontractor/Supplier to the LLB Contractor	3=Subcontractor/Supplier to a Level 2 Subcontractor/Supplier

Attach to this form, a copy of the current DVBE certification issued by DGS for each DVBE listed in the first column. If a new or renewed certification request was recently approved by DGS, but confirmation of DVBE certification has not yet been received, place a footnote next to the DVBE's name and indicate on this form "DVBE Cert Pending" or "DVBE Cert to Follow".

This form may be photocopied or reproduced for inclusion in a proposal response.

Proper Company Name of **LLB Contractor**

<b>Signed by</b> <i>(Print or Type)</i>	<b>Signature</b>	/ /	<b>Date</b>
<b>Total Percentage of DVBE Participation/Use (Do Not Enter Dollar Amounts)</b>			<b>%</b>

This document confirms and acknowledges that the DVBE firm named below agreed to be identified by a proposing contractor as a DVBE subcontractor and/or supplier in response to the District project.  
DVBE Subcontractor acknowledgements:

- A. The DVBE subcontractor identified herein acknowledges its commitment to perform or provide services/labor or supplies equal to a percentage of the total cost or proposal price submitted by the proposing contractor identified above.
- B. The DVBE subcontractor identified named herein acknowledges the percentage value of claimed participation as identified above.
- C. The DVBE subcontractor identified herein agrees to provide the subcontracted service/labor or supplies identified herein under the resulting contract if the proposing contractor named above receives the contract award.

Below and/or continued on an attachment is a brief description or list of the commercially useful function(s) that the DVBE subcontractor/supplier identified herein will provide or supply in support of the resulting contract award. The identification of commercially useful functions (CUF) herein does not limit the provision of alternate or additional services or supplies that also meet the definition of CUF as defined in state regulation. ***The form may be photocopied or reproduced for inclusion in a bid response.***

The DVBE subcontractor identified herein understands that it is the sole responsibility to contact the proposing contractor identified above to learn if the Proposer was awarded the contract pursuant to the referenced Project number and to confirm its subcontract agreement. The proposing contractor is obligated to use each DVBE subcontractor or supplier identified in its proposal pursuant to Title 2 California Code of Regulations Section 1896.62. An approved substitution made pursuant to Title 2 California Code of Regulations Section 1896.64 is not an excuse for noncompliance with any other provision of law or any other contract requirements relating to the substitution of subcontractors.

The person signing below certifies the information supplied on this form is true and accurate to the best of its knowledge and agrees to allow the District to confirm any and all claims herein, as deemed necessary.

Proper Company Name of Proposed **DVBE Subcontractor/Supplier**

<b>Signed by</b> <i>(Print or Type)</i>	<b>Signature</b>	/ /	<b>Date</b>
--	------------------	-----	-------------

Title PhoneEmail

**DECLARATION OF COMPLIANCE WITH CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE PROGRAM REQUIREMENTS**

1. We \_\_\_\_\_ are submitting a proposal in response to a contract solicitation by the William S. Hart Union High School District ("District"). I have reviewed and understand the requirement of Public Contract Code, Sections 10115 through 10115.15. This declaration constitutes my sworn testimony that, although we do not meet the participation goal of three percent (3%) Disabled Veterans Business Enterprises as provided in Education Code, Section 17076.11, we have made reasonable efforts to meet those participation goals in the manner required by Public Contract Code, Section 10115.2. I offer this declaration, under penalty of perjury, that I have personal knowledge that we have done each of the following prior to submitting this proposal.

- A. We have made contact with the awarding department, as defined by Public Contract Code, Section 10115.1 (a), to identify Disabled Veteran Business Enterprises.
- B. We have made contact with other state and federal agencies and Disabled Veteran Business Enterprise organizations to identify Disabled Veteran Business Enterprises.
- C. Advertising was published in trade papers and papers focusing on Disabled Veteran Business Enterprises.
- D. Invitations to bid were submitted to potential Disabled Veteran Business Enterprise contractors.
- E. Available Disabled Veteran Business Enterprises were considered.
- F. We have maintained written records detailing the specific actions taken to comply with Public Contract Code, Section 10115.2 and, upon request, will supply those records, or a summary thereof, to the District prior to the award of the proposal. I understand that our failure to provide records, acceptable to the District, of our actions to comply with Public Contract Code, Section 10115.2 may, in the sole discretion of the District, be grounds for rejecting our proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed on \_\_\_\_\_, in \_\_\_\_\_, California.

\_\_\_\_\_  
Proper Company Name of Proposer

\_\_\_\_\_  
Signed by  
(Print or Type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

/ /



**LLB CONTRACTOR’S CERTIFICATE**  
**REGARDING WORKERS’ COMPENSATION**

Labor Code Section 3700 provides:

“Every employer except the State and all political subdivisions 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.

Proper Company Name of LLB Contractor

Signed by  
*(Print or Type)*

Signature

Date

/ / 

(In accordance with Article 5 [commencing at Section 18601], Chapter 1, Part 7, Division 2 of the Labor Code, this certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

**SITE VISIT CERTIFICATION**

Project: **Saugus High School Building D Modernization**

Bid Package: **SA12-01A**

I certify that an authorized representative of our company has visited the site of the proposed work and has been fully acquainted with the conditions relating to construction and labor. The facilities, difficulties, and restrictions attending the execution of the work under contract are fully understood.

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

I agree to fully indemnify, defend, and hold harmless the William S. Hart Union High School District, the architect, the Construction Manager (where applicable), and all of their respective officers, agents, employees, and consultants from any and all damages and costs or omissions related to conditions that could have been identified during the visit to the site.

---

Proper Company Name of LLB Contractor

---

Signed by  
*(Print or Type)*

Signature

/ /  
Date



**LABOR COMPLIANCE PROGRAM CERTIFICATE OF COMPLIANCE**

Please note that if you are the successful LLB Contractor, the District will require, as a condition to awarding the contract for the Project to your company that you and your subcontractors are aware of and will comply with all of the conditions required under the District’s Labor Compliance Program (LCP) as described in the General Conditions.

I hereby certify, as a condition precedent to being awarded a contract by the District, that all requirements stated in the LCP program have been reviewed and understood and will be in-place and active throughout the duration of the Project.

---

Proper Company Name of LLB Contractor

---

Signed by  
*(Print or Type)*

Signature

/ /

Date



**CONTRACTOR’S GUARANTEE TO DISTRICT**

Date: \_\_\_\_\_

From: \_\_\_\_\_

To: William S. Hart Union High School District

Proposal Package: SA12-01A

Description of Work: **Saugus High School Building D Modernization**

NOW, THEREFORE, in consideration of the foregoing, Guarantor agrees as follows:

**1. Guaranty of the Contract.** Guarantor hereby irrevocably and unconditionally guarantees to DISTRICT the complete and timely performance, satisfaction and observation by COMPANY of each and every term and condition of the CONTRACT which COMPANY is required to perform, satisfy or observe. In the event that COMPANY fails to perform, satisfy or observe any of the terms and conditions of the CONTRACT, Guarantor will promptly and fully perform, satisfy or observe them in the place of the COMPANY. Guarantor hereby guarantees payment to DISTRICT of any damages, costs or expenses which might become recoverable by DISTRICT from COMPANY due to its breach of the CONTRACT.

**2. Guarantor’s Obligations Are Absolute.** The obligations of the Guarantor hereunder are direct, immediate, absolute, continuing, unconditional and unlimited, and with respect to any payment obligation of COMPANY under the CONTRACT, shall constitute a guarantee of payment and not of Collection, and are not conditional upon the genuineness, validity, regularity or enforceability of the CONTRACT. In any action brought against the Guarantor to enforce, or for damages for breach of, its obligations hereunder, the Guarantor shall be entitled to all defenses, if any, that would be available to the COMPANY in an action to enforce, or for damages for breach of, the CONTRACT (other than discharge of, or stay of proceedings to enforce, obligations under the CONTRACT under bankruptcy law).

**3. Waivers.** Except as provided herein the Guarantor shall have no right to terminate this Guaranty or to be released, relieved, exonerated or discharged from its obligations under it for any reason whatsoever, including, without limitation: (1) the insolvency, bankruptcy, reorganization or cessation of existence of the COMPANY; (2) the actual or purported rejection by a trustee in bankruptcy of the CONTRACT, or any limitation on any claim in bankruptcy resulting from the actual or purported termination of the CONTRACT; (3) any waiver with respect to any of the obligations of the CONTRACT guaranteed hereunder or the impairment or suspension of any of DISTRICT’s rights or remedies against the COMPANY; or (4) any merger or consolidation of the COMPANY with any other corporation, or any sale, lease or transfer of any or all the assets of the COMPANY. Without limiting the generality of the foregoing, Guarantor hereby waives the rights and benefits under California Civil Code Section 2819. The Guarantor hereby waives any and all benefits and defenses under California Civil Code Section 2846, 2849, and 2850, including without limitation, the right to require DISTRICT to (a) proceed against COMPANY, (b) proceed against or exhaust any security or collateral DISTRICT may hold now or hereafter hold, or (c) pursue any other right or remedy for Guarantor’s benefit, and agrees that DISTRICT may proceed against Guarantor for the obligations guaranteed herein without taking any action against COMPANY or any other guarantor or pledgor and without proceeding against or exhausting any security or collateral DISTRICT may hold now or hereafter hold. DISTRICT may unqualifiedly exercise in its sole discretion any or all rights and remedies available to it against COMPANY or any other guarantor or pledgor without impairing DISTRICT’s rights and remedies in enforcing this Guaranty.

The Guarantor hereby waives and agrees to waive at any future time at the request of DISTRICT to the extent now or then permitted by applicable law, any and all rights which the Guarantor may have or which at any time hereafter may be conferred upon it, by statute, regulation or otherwise, to avoid any of its obligations under, or to terminate, cancel, quit or surrender this Guaranty. Without limiting the generality of the foregoing, it is agreed that the occurrence of any one or more of the following shall not affect the liability of the Guarantor hereunder: (a) at any time or from time to time, without notice the Guarantor, performance or compliance herewith is waived; (b) any other of any provision of its CONTRACT indemnification with respect to COMPANY's obligations under the CONTRACT or any security therefore is released or exchanged in whole or in part or otherwise dealt with; or (c) any assignment of the CONTRACT is effected which does not require DISTRICT's approval. The Guarantor hereby expressly waives, diligence, presentment, demand for payment or performance, protest and all notices whatsoever, including, but not limited to, notices of non-payment or non-performance, notices of protest, notices of any breach or default, and notices of acceptance of this Guaranty. If all or any portion of the obligations guaranteed hereunder are paid or performed, Guarantor's obligations hereunder shall continue and remain in full force and effect in the event that all or any part of such payment or performance is avoided or recovered directly or indirectly from DISTRICT as a preference, fraudulent transfer or otherwise, irrespective of (a) any notice of revocation given by Guarantor or COMPANY prior to such avoidance or recovery, and (b) payment in full of any obligations then outstanding.

**4. Term.** This Guaranty is not limited to any period of time, but shall continue in full force and effect until all of the terms and conditions of the CONTRACT have been fully performed or otherwise discharged and Guarantor shall remain fully responsible under this Guaranty without regard to the acceptance by DISTRICT of any performance bond or other collateral to assure the performance of COMPANY's obligations under the CONTRACT. Guarantor shall not be released of its obligations hereunder so long as there is any claim by DISTRICT against COMPANY arising out of the CONTRACT based on COMPANY's failure to perform which has not been settled or discharged.

**5. No Waivers.** No delay on the part of DISTRICT in exercising any rights under this Guaranty or failure to exercise such rights shall operate as a waiver of such rights. No notice to or demand on Guarantor shall be a waiver of any obligation of Guarantor or right of DISTRICT to take other or further action without notice or demand. No modification or waiver of any of the provisions of this Guaranty shall be effective unless it is in writing and signed by DISTRICT and by Guarantor, nor shall any waiver be effective except in the specific instance or matter for which it is given.

**6. Attorney's Fees.** In addition to the amounts guaranteed under this Guaranty, Guarantor agrees in the event of Guaranty's breach of its obligations including to pay reasonable attorney's fees and all other reasonable costs and expenses incurred by the DISTRICT in enforcing this Guaranty, or in any action or proceeding arising out of or relating to this Guaranty, including any action instituted to determine the respective rights and obligations of the parties hereunder.

**7. Governing Law: Jurisdiction.** This Guaranty is and shall be deemed to be a CONTRACT entered into in, and pursuant to the laws of, the State of California and shall be governed and construed in accordance with the laws of California without regard to its conflicts of laws, rules for all purposes including, but not limited to, matters of construction, validity and performance. Guarantor agrees that any action brought by DISTRICT to enforce this Guaranty may be brought in any court of the State of California and Guarantor consents to personal jurisdiction over it by such courts. Guarantor appoints the following person as its

agents for service of process in California:

With a copy by certified mail to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**8. Severability.** If any portion of this Guaranty is held to be invalid or unenforceable, such invalidity will have no effect upon the remaining portions of this Guaranty, which shall be severable and continue in full force and effect.

**9. Binding On Successors.** This Guaranty shall insure to the benefit of DISTRICT and its successors and shall be binding upon Guarantor and its successors, including transferee(s) of substantially all of its assets and its shareholder(s) in the event of its dissolution or insolvency.

**10. Authority.** Guarantor represents and warrants that it has the corporate power and authority to give this Guaranty, that its execution of this Guaranty has been authorized by all necessary action under its Article of Incorporation and By-Laws, and that the person signing this Guaranty on its behalf has the authority to do so.

**11. Notices.** Notice shall be given in writing, deposited in the U.S. mail, registered or certified, first class postage prepaid, addressed as follows:

To: William S. Hart Union High School District  
Attn: Contract Administrator  
26308 Spirit Court  
Santa Clarita, CA 91350

\_\_\_\_\_  
Proper Company Name of LLB Contractor

\_\_\_\_\_  
Signed by  
(Print or Type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



Representative to be contacted for service:

Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Phone \_\_\_\_\_  
Email \_\_\_\_\_

## **QUESTIONNAIRE**

Following the directives in Preparations and Submission of Proposal, please answer all questions.

- 1)How many years of experience does your company have in providing Lease Lease-Back services?
- 2)What is the largest Lease Lease-Back contract you worked on in 2011?
- 3)List the areas of work that you normally perform with your own forces:
- 4)If you are not self-performing work for this Project that you normally self- perform, indicate why you are using sub-contractor labor for this Project.
- 5) In your experience, what are the benefits of using the Lease Lease-Back construction delivery method, compared to traditional design-bid-build, with respect to both the actual performance of the construction work and the administration of the Project?
- 6)What disadvantages or problems have you seen arise from using Lease Lease-Back instead of the Design/Bid/Build construction delivery method?

7)How do you intend to meet the District's Governing Boards interest in local hiring and outreach?

8)Give specific examples of collaborative processes you implemented and how you brought value to a project.

9)What efforts do you make when a Lease Lease-Back project delivery method is employed to remain within the Final Guaranteed Maximum Price?

10)How will you ensure the safety of the students, staff and community during construction of this project?

**PROPOSAL LABEL**

WILLIAM S. HART UNION HIGH SCHOOL DISTRICT

**Saugus High School Building D**

Proposal Package: **SA12-01A**



LLB Contractor:Telephone/ Contact:

Contents Must Include: (Please Check Each Box)

- Company Letter/ Letter of Interest
- Contractor’s Proposal
- Schedule of Values
- LLB Contractor References and Responsibility Information
- Designation of Subcontractors
- Prevailing Wage Compliance Certification
- Noncollusion Affidavit
- Disabled Veteran Business Enterprise (DVBE) Participation Form
- Declaration of Compliance with California DVBE Program Requirements
- LLB Contractor’s Certificate Regarding Worker’s Compensation
- Site Visit Certification
- Labor Compliance Program Certificate of Compliance
- Contractor’s Guarantee to District
- Questionnaire
- Proposal Label

**Proposals Due: Thursday, February 2, 2012 no later than 4:00 P.M.**

to:

<p>William S. Hart Union High School District          Attn:Diane Lemasters, Contract Administrator          Spirit Court Warehouse          26308 Spirit Court          Santa Clarita, CA 91350</p>	<p><i>Spirit Court does not appear on maps!          It is across from 21429 Centre Pointe Parkway.</i></p>  <p><i>Look for</i>  <i>at the end of the culdesac.</i></p>
--	---

Each LLB Contractor must complete the information on this sheet and

**affix this sheet to the outside**

of their bid envelope by gluing or taping.