

ATTACHMENT 11

COST PROPOSAL FORM

PROJECT: Rene C. Davidson and East County Hall of Justice Courthouses – Tenant
Improvements
RFP Number: SC 1806.2018.3

To: Superior Court of California, County of Alameda (“Court”)

From: _____ (“Firm”)
(Proper Name of Firm)

The undersigned declares that it has read the RFP for the above-referenced Project and agrees and proposes to furnish all necessary labor, materials, and equipment for the Project at the location(s) for which it is proposing as specified below and is proposing to complete all work in accordance with the terms and conditions of the Agreement which is attached to the RFP including all exhibits to the Agreement (“Contract Documents”), including, without limitation, the plans and specification of the applicable Project at the location(s) for which the Firm is proposing (the “Work”) and will accept in full payment for that work the following total lump sum amount, all taxes included with respect to the Project at the specified location:

_____ dollars \$ _____
<i>TOTAL BASE BID For 3.0 (a) (i) Rene C. Davidson Court House, Room 105 & M105.</i>

1. The undersigned has reviewed the Work outlined for the Project for which the Firm is submitting a proposal, and fully understands the scope of work required in this Proposal, and understands the construction and project management function(s) as described in the Contract Documents, and that each Firm who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the Court, and agrees that its Proposal, if accepted by the Court, will be the basis for the Firm to enter into a contract with the Court in accordance with the intent of the Contract Documents.
2. The undersigned has notified the Court in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract

ATTACHMENT 11

Documents, and has contacted the Court before bid date to verify the issuance of any clarifying Addenda, if any.

3. The undersigned agrees to commence Work on the date established in the Contract Documents and to complete all Work within the time specified in the Contract Documents.
4. The liquidated damages clause of the Agreement is hereby acknowledged.
5. It is understood that the Court reserves the right to reject this Proposal and that the Proposal shall remain open to acceptance and is irrevocable for a period of ninety (90) days following the proposal due date. In the event a final contract has not been awarded within this period, the Court reserves the right to negotiate extensions to this period. In the event that the Firm with the highest scored Proposal refuses to execute a final contract for a Project within sixty (60) days of award, the Court reserves the right to award that Project to the Firm with the next highest scored proposal and execute a final contract with the Firm with the next highest scored proposal for that Project.
6. The following documents are attached hereto:
 - The Designated Subcontractors List for this Project (Attachment 12)

Receipt and acceptance of the following addenda is hereby acknowledged:

No. _____, Dated _____

No. _____, Dated _____

No. _____, Dated _____

No. _____, Dated _____

7. Firm acknowledges that the license required for performance of the Work is a Class B California Contractor's license.
8. Firm acknowledges that it will be required to comply with the Background Check provisions set forth in Section 20. of the Agreement. All costs associated with escorting an unscreened employee (i.e. any employee who is not an Approved Person pursuant to

ATTACHMENT 11

the Background Check provision of the Agreement) shall be included in the Cost Proposal. The successful Firm will not receive additional compensation or reimbursement from the Court for any costs related to escorting. The Court will pay for the cost of the background check (e.g. LiveScan), however, the successful Firm will be responsible for employee time, fingerprinting fees, local administrative or processing fees, or other costs.

9. Firm acknowledges that in addition to any warranties provided by a manufacturer of any material or good supplied in furtherance of the Project, Contractor guarantees and warrants all labor and material used in the performance of this Contract for a period of **two (2) years** from the date of the Court's recordation of a Notice of Completion for the Project, and at the Court's sole option, Contractor shall either repair or replace any and all of that work that may be defective in workmanship and/or materials, without expense whatsoever to the Court, together with any other work, that may be displaced in so doing. In the event of failure of Contractor to commence and pursue with diligence said replacements or repairs within 10 days after being notified in writing, Contractor hereby acknowledges and agrees that the Court is authorized to proceed to have the work replaced or repaired and made good at expense of Contractor who hereby agrees to reimburse the Court for any costs incurred by the Court with respect to repairing or replacing the work.

10. Firm acknowledges that work will be taking place in an occupied Court facility, the selected firm will be required to coordinate Work in such a way as to not disrupt Court operations. Certain work will be required to be completed after hours or on weekends. It is estimated that approximately fifty percent (50%) of the performance of work may be completed during standard business hours, Monday to Friday, 7:00 am to 6 pm. However, when work will adversely affect Court proceedings, Court will require that that work be performed when the Court is not in session. The Firm should expect that approximately fifty percent (50%) of the work, but not limited to, will be required to be performed on a weekend (Saturdays and Sundays, 7 am to 6 pm) and/or after hours on business days (Monday to Friday, 6:00 pm to 1 am). The Project Manager will coordinate with the local jurisdiction and the selected Firm to establish the hours of work on a week-to-week basis. The Firm's Cost Proposal shall include all costs associated with limiting the work hours for the Project as set forth herein and the successful Firm will not be entitled to any additional compensation for performing work on the weekends, holidays or after-hours on business days.

ATTACHMENT 11

11. The undersigned hereby certifies that the Firm is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
12. The Firm represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. The Firm further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property. The Firm expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
13. The Firm has completed the Acceptance of the Terms and Conditions Form, (Attachment 3) to the RFP. The Firm must check the appropriate box and sign the form. If the Firm marks the second box, it must provide the required additional materials. An “exception” includes any addition, deletion, or other modification. If exceptions are identified, the Proposer must also submit (i) a red-lined version of the Terms and Conditions that implements all proposed changes, and (ii) a written explanation or rationale for each exception and/or proposed change. **Note: A material exception to a Minimum Term will render a proposal non-responsive.**
14. The Firm expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the Court will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Firm may be subject to criminal prosecution.
15. The undersigned Firm certifies that it is at the time of submitting this Proposal and shall be throughout the period of the contract be licensed by the State of California to do the type of work required under the terms of the Contract Documents. The Firm further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

ATTACHMENT 11

Furthermore, the Firm hereby certifies to the Court that all representations, certifications, and statements made by the Firm, as set forth in this proposal, are true and correct and are made under penalty of perjury.

Dated this _____ day of _____ 20 ____

Name of Firm _____

Type of Organization _____

Signed by _____

Title of Signer _____

Address of Bidder _____

Taxpayer's Identification No. of Firm _____

Telephone Number _____

Fax Number _____

E-mail _____ Web page _____

Contractor's License No(s): No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

If Bidder is a corporation, affix corporate seal.

Name of Corporation: _____

President: _____

Secretary: _____

Treasurer: _____

Manager: _____

END OF DOCUMENT