**Attachment 4**

**to RFQ/P for CM-at-Risk Firm**

Fee Proposal Form

**REVISION NO. 1**

**REVISED August 7, 2018**

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| --- | --- | --- |
|  |  | Fee Proposal Form |
|  |  | New Modesto Courthouse  Superior Court of California  County of Stanislaus |
|  |  | 2014_JCC_Operations_CapitalProgram |

**New Modesto Courthouse**

**RFQ/P number: RFQ/P- FS-2018-14-RP**

To the Judicial Council:

The undersigned construction manager at risk firm (“Firm”) hereby offers, in the amounts stated below, to furnish all services for Phases identified and to furnish the labor, materials, tools, equipment, apparatus, facilities, transportation, and permits for the construction of the above-referenced project (“Project”) in accordance with the provisions of the RFQ/P and its Attachments, the Agreement and Exhibits and appendices to these documents, and to the satisfaction of the Judicial Council.

Firm shall complete the information in the following table.

|  |  |  |
| --- | --- | --- |
| **Services** | **Pricing Basis** | **Price Submitted** |
|  |  |  |
| **WORKING DRAWINGS PHASE**:  Services provided during the Working Drawings Phase as specified in Exhibit A to the Agreement and as defined in Exhibit H to the Agreement. | FIXED PRICE TO COMPLETE THIS PHASE > | $ \_\_\_\_\_\_\_\_\_\_\_\_ **\*** |
| **CONSTRUCTION PHASE**:   1. **CMR’s Fee for Construction Phase (including all profit and overhead), which is stated as a dollar amount but which is determined as a percentage of the Direct Cost of the Work.**  * This does not include the direct cost of construction (Direct Cost of the Work), but shall cover all the CMR’s costs associated with providing its Services (excluding General Conditions) during the Construction Phase as specified in Exhibit A to the Agreement.**\*\*** * The Direct Cost of the Work will be adjusted per the final total of direct costs as agreed by the Judicial Council and the successful respondent prior to the Construction Phase.  1. **CMR’s General Conditions in its performance of the Work during the Construction Phase.**  * This includes labor costs, equipment costs, materials costs, non-OCIP insurance costs, bond costs, etc. * CMR must base its General Conditions price on the CMR’s General Conditions Table in the form referenced herein and attached as Exhibit B-1 to the CMR Agreement form. * **[REVISED]** This includes the CMR’s costs to coordinate with the Judicial Council’s procurement, construction and installation of furniture, fixtures and equipment, including data, telecom, electrical or plumbing connections. | **Price as percentage** (Expressed as a percent of the Direct Cost of the Work.)  \_\_\_\_\_\_\_%  FIXED PRICE FOR CMR’s GENERAL CONDITIONS | **Price in dollars – [REVISED]**  (Multiply the percent at left by the Judicial Council’s Estimated Direct Cost of the Work in the RFQ/P **[$147,700,000.00]**)  $\_\_\_\_\_\_\_\_\_\_\_\_\_  $ \_\_\_\_\_\_\_\_\_\_\_\_ **\*** |
| **Total Price for Services**  **(Sum of ALL dollar figures in last column)** | | **$ \_\_\_\_\_\_\_\_\_\_\_\_\_\_** |

\* The price for the Working Drawings Phase; CMR’s Fee during the Construction Phase; and CMR’s General Conditions during the Construction Phase shall be inclusive of all of CMR’s profit and all costs expended in pursuit of performing the Services applicable to those Phases, including but not limited to any materials, payroll, overhead and administrative costs, travel and living expenses, licenses, insurance, incidentals, and any other fees or expenses expended or incurred when necessary for the performance of the Services specified in Exhibit A to the Agreement applicable to each item.

**\*\*** CMR’s fee for the services during the Construction Phase shall be inclusive of all CMR’s profit, overhead, administrative costs and all price risk assumed in guaranteeing the GMP in pursuit of performing the Construction Phase Services for the Project as specified in Exhibit A to the Agreement applicable to the Construction Phase and in the final approved Construction Documents.

**ADDITIONAL PRICING INFORMATION**

|  |  |
| --- | --- |
| **FF&E Option**: Total price to procure, construct and install the furniture, fixtures and equipment.   * Include all costs, fees, expenses to perform these services into this lump-sum price, including any general conditions and fees, if those amounts are in addition to the Firm’s “CMR’s General Conditions in its performance of the Work during the Construction Phase”indicated above. * **[REVISED]** Include the direct cost of the furniture, fixtures and equipment. The direct cost of the furniture will be adjusted per the final direct costs as agreed by the Judicial Council and the successful CMR prior to the Construction Phase. | $\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Subcontractor Bond / Default Insurance Costs (If Any):** CMR’s premium charges for Subcontractor bond costs or CMR-provided subcontractor default insurance protection in lieu of Subcontractor bonds (e.g., SubGuard). **State as a percentage of the Subcontractor Cost** (e.g., if a Subcontractor’s price to the CMR is $100,000 and the CMR will charge $800 for subcontractor default insurance for that Subcontractor, the charge would be 0.8%). | \_\_\_\_\_\_\_% |

1. The above amounts are to be stated in figures only and are the total amounts proposed for the entire Contract Work. Any alteration, erasure, or change must be clearly indicated and initialed by Firm.
2. In the event of any error in this Fee Proposal, the individual fee percentages will prevail.
3. Firm agrees that the above fees will be held until award of the Construction Phase.
4. Once the Construction Phase award and GMP are established, all Change Orders shall be processed based upon the percentages set forth in the Change Orders provisions in the General Conditions including the Summary of Mark-Up Amounts and Credits and not the individual fee percentages used in the Fee Proposal Form.
5. The Judicial Council estimated construction schedule is as indicated in Exhibit A to the Agreement. The liquidated damages for failure to complete construction, including occupancy of the entire Project within the Contract Time, is as indicated in Exhibit A to the Agreement.
6. This Fee Proposal is subject to the provisions of the RFQ/P and its Attachments, the Agreement and its Exhibits, and the appendices to these documents.
7. It is anticipated that the successful Firm will be authorized to begin services within one (1) to two (2) weeks after award of the Contract.
8. This Fee Proposal Form must be completely filled out and in a sealed envelope, and delivered to the location listed in RFQ/P, or it will be disregarded.
9. No bid bond or other security is required for this Project. However, when awarded the Construction Phase portion of the Project, a 100% performance bond and a 100% payment bond will be required, the cost of which is to be included in the CMR’s General Conditions in its performance of the Work.
10. ACKNOWLEDGE EACH ADDENDUM RECEIVED:

Dated this day of 20

Name of Firm:

Signed by:

Title of Person Signing:

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**CMR’s General Conditions Table**

**CMR MUST BASE THE FIXED PRICE FOR ITS GENERAL CONDITIONS ON THE “CMR’S GENERAL CONDITIONS TABLE,” ATTACHED AS EXHIBIT B-1 TO THE CMR AGREEMENT FORM.**

CMR shall price the items in only one of the two columns in that table, either as part of:

* CMR’s General Conditions in its performance of the Work

or

* The Direct Cost of Work (i.e., within particular subcontract(s) costs)

All items in the “CMR’s General Conditions in its Performance of the Work” column must be included in the CMR’s proposal for general conditions costs (or not charged at all) and, therefore, those items cannot be later bid out as part of the Direct Cost of Work.

**End of Fee Proposal**