ATTACHMENT E

FEE SCHEDULE WORKSHEET

PLAN REVIEW SERVICES

1. Fee Schedule Worksheet

Proposer must list its proposed pricing of the services described in the worksheet. Rates shall be inclusive of all direct and indirect costs including, but not limited to, labor, equipment, administration, supplies, and overhead and profit. Proposer must submit the completed worksheet with its Proposal. All prices shall be firm for the entire Initial Term of any resulting Agreement. Rates will be used to calculate a composite hourly rate. For the services not provided by the proposer, a sub-consultant rate can be provided. However, all cells must be populated with the rates.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Category** | **Job Title/Description** | **Units** | **Unit Rate** | **Weight *(for internal use only)*** |
| **Professional and Management Services** | Principal-In-Charge | Hour |  | 0.05 |
| Project Manager | Hour |  | 0.1 |
| Project Architect | Hour |  | 0.1 |
| Mechanical Engineer | Hour |  | 0.1 |
| Electrical Engineer | Hour |  | 0.05 |
| Structural Engineer | Hour |  | 0.1 |
| ICC Plans Examiner | Hour |  | 0.05 |
| CASp Plans Examiner | Hour |  | 0.05 |
| Geotechnical Engineer | Hour |  | 0.025 |
| Civil Engineer | Hour |  | 0.025 |
| Registered Geologist | Hour |  | 0.025 |
| Fire Protection Engineer | Hour |  | 0.1 |
| Commissioning Agent | Hour |  | 0.025 |
| Staff Designer | Hour |  | 0.025 |
| Project Coordinator | Hour |  | 0.025 |
| Administrative Assistant | Hour |  | 0.025 |
| Clerical | Hour |  | 0.025 |
| IT Services Specialist | Hour |  | 0.025 |
| Low-voltage Control Systems Engineer | Hour |  | 0.025 |
| LEED Specialist | Hour |  | 0.025 |
| Interior Designer | Hour |  | 0.025 |

1. Scoring Fee Schedule

The basis of the evaluation and subsequent award of points for the Fee Schedule shall be a composite hourly rate of the key personnel positions listed above. The composite hourly rate shall be determined by multiplying the proposed hourly rates for each listed position by the position’s respective weight to calculate the position’s weighted rate and adding all weighted rates together. The lowest fee proposal (composite hourly rate) submitted will receive the maximum 25 points available. Each subsequent proposer will receive a portion of the 25 points based on the percentage of their composite hourly rate to the lowest proposer’s composite hourly rate.

1. Basis of Award for Individual Projects

Projects shall be awarded based on a Best Value weighted score calculated per the following formula:

Best Value Weighted Score = (Bid Price x 0.8) + (Proposed staff qualifications x 0.2)

1. Value Based Fee Calculation Matrix

Consultant shall, when provided a Services Request Form, provide a proposal package that is in accordance with the following fee parameters. In no case shall the Consultant provide a proposal package that includes a total fee higher than the applicable fixed or percentage of work listed below. Additional detail regarding scope within a Service Work Order can be found in Exhibit E of any resulting Agreement, “Services Request Form”, to be approved on a Service Work Order basis.

|  |  |
| --- | --- |
| Estimated Construction Cost | Plan Review Fee |
| $0.00 to $25,000 | $500.00 |
| $25,001 to $50,000 | $500.00 + 1% times the amount over $25,000 |
| $50,001 to $100,000 | $750.00 + 0.8% times the amount over $50,000 |
| $100,001 to $200,000 | $1,150.00 + 0.6% times the amount over $100,000 |
| $200,001 to $500,000 | $1,750.00 + 0.5% times the amount over $200,000 |
| $500,001 to $750,000 | $3,250.00 + 0.4% times the amount over $500,000 |
| $750,001 to $1,000,000 | $4,250.00 + 0.3% times the amount over $70,000 |
| $1,000,001 to above | $5,000.00 + 0.25% times the amount over $1,000,000 |

1. Consultant and Consultant’s Sub-Consultant Services and Pricing
   1. All Service Types and descriptions that may be provided and all prices to be charged under an Agreement are specified in this Attachment.
   2. All Hourly Rates shall remain firm and not subject to change throughout the Initial Term of an Agreement, with the exception of allowed Consumer Price Index (CPI) increases during Subsequent Terms, if at all.
   3. With the exception of Fixed Price Services or Reimbursable Items(s) specified in an authorized Service Work Order, no other Services or Materials shall be provided or compensated for under an Agreement unless authorized in writing by the Judicial Council.
   4. Addition of New Service Types or Job Titles
      1. If Consultant and the Judicial Council’s Project Manager so agree, the addition of any new Service Type or Job Title to this Attachment is subject to execution of an Amendment to an Agreement and to the provisions of this Section.
      2. Any new Service Type or Job Title to be added shall be limited to professional services related to that of Plan Review Services and to such other incidental Services that members of those professions and those in their employ may logically or justifiably perform.
      3. If a new Service Type or Job Title is to be added, Consultant shall provide the pricing for new Service Type(s) and/or Job Title(s) in a format specifying the Service Type(s) and/or Job title(s) and their associated Hourly Rate(s). The Hourly Rates that will apply to any such Service Type are subject to negotiation and, once approved and issued via Amendment to an Agreement, may not change with the exception of cost escalation as allowed, if at all, in Subsequent Terms. All Hourly Rates provided must be priced at a single price (i.e. $60/hr.), not a range, and otherwise in accordance with the terms of an Agreement.
   5. Upon addition of any new Job Title and corresponding Hourly Rate to an Agreement, that price will remain firm and not subject to change throughout the remaining term of the Agreement. CPI increases will only apply, if at all, to the start of Subsequent Terms.
   6. Regardless of anything that may be stated to the contrary in this Attachment, Consultant is not entitled to and will not charge the Judicial Council for any servicing charge, processing, billing or any other type of fee, uppage, or charge of any type that is made upon the Fixed Price Services and/or Hourly Rates charged by its Sub-Consultants and billed to the Judicial Council for any Sub-Consultant provided Services, any Travel and Living Expenses incurred, or any Reimbursables provided as a result of an Agreement.
   7. At least sixty (60) days prior the start of any Subsequent Terms, Consultant may request by written Notice to the Judicial Council that Hourly Rates of an Agreement be adjusted by the Consumer Price Index, California, All Urban Consumers Series, for the previous 12 months. Within thirty (30) days of receiving said request, the Judicial Council shall notify Consultant in writing whether any such adjustments to the Hourly Rates will be made in the Judicial Council’s sole reasonable discretion; if no response is issued in said time, it shall be deemed to be that no adjustment will be made.
   8. Revised Hourly Rates for an Agreement in Subsequent Terms shall not exceed the percentage difference of the most recently reported CPI for the previous 12 months; provided, however, that in no event shall the amount of the increase exceed five percent (5%) per year. As used in any resulting Agreement, “CPI” means the unadjusted Consumer Price Index (above) as calculated by the California Bureau of Labor Statistics. The California Department of Finance posts CPI data on their website at the following link: <http://www.dof.ca.gov/Forecasting/Economics/Indicators/Inflation/>
   9. Upon execution of an Amendment to an Agreement for revised Hourly Rates in Subsequent Terms, if at all, all SWO Projects currently authorized shall remain unchanged for the balance of their stated scope and duration. For any SWO Projects currently authorized but delayed through no fault of the Consultant for ninety (90) calendar days past the effective date of new Hourly Rates, the Consultant may request a revised SWO valuation and reauthorization from the Judicial Council Project Manager so long as such changes do not exceed the limits stated above.