**Attachment 4 to**

RFQ/P for CM-at-Risk Firm

Fee Proposal Form

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|  |  | Fee Proposal Form |
|  |  | New Sacramento Courthouse  Superior Court of California  County of Sacramento |
|  |  | 2014_JCC_Operations_CapitalProgram |

**New Sacramento Courthouse**

**RFQ/P number: CP-FY\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Project Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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 provide with its Fee Proposal a completed CMR’s General Conditions Table in the form included herein. | **Price as percentage** (Expressed as a percent of the Direct Cost of the Work.)  \_\_\_\_\_\_\_ \_\_\_\_\_\_\_%  FIXED PRICE FOR CMR’s GENERAL CONDITIONS | **Price in dollars**  (Multiply the percent at left by the Judicial Council’s Estimated Direct Cost of the Work in the RFQ/P **[$]**  $\_\_\_\_\_\_\_\_\_\_\_\_\_        $ \_\_\_\_\_\_\_\_\_\_\_\_ **\*** |
| **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.

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:

**CMR’s General Conditions Table**

* CMR shall price the following items in only one of the two columns below, 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)

If an item is priced in the CMR’s General Conditions column, then CMR’s proposal for general conditions costs shall include that item and therefore, that item cannot be later bid out as part of the Direct Cost of Work.

* If CMR intends to include additional items or price items in a different category than indicated below, CMR shall first obtain Judicial Council’s approval.
* This table is not intended to be an exhaustive list of all components of the Project that the CMR must perform to provide a complete Project to the Judicial Council.

|  |  |  |
| --- | --- | --- |
| **Project (On Site Jobsite Staff)** | **CMR’s General Conditions in its Performance of the Work** | **Direct Cost of Work** |
| Operations Manager | X |  |
| Project Manager | X |  |
| Project Superintendent | X |  |
| Project Engineer | X |  |
| Scheduling Engineer | X |  |
| Field Engineer | X |  |
| Draftsman/Detailer | X |  |
| Record Drawings | X |  |
| Field Accountant | X |  |
| Time Keeper/Checker | X |  |
| Secretarial/Clerk Typist | X |  |
| Independent Surveyor |  | X |
| Safety &. E.E.O. officer | X |  |
| Runner/Water Boy | X |  |
| **Temporary Utilities** |  |  |
| Telephone Installation | X |  |
| Telephone Monthly Charges | X |  |
| Elect Power Installation | X |  |
| Elect Power Dist Wiring | X |  |
| Elect Power Monthly Charges | X |  |
| Water Service - Installation | X |  |
| Water Service - Monthly Costs | X |  |
| Heating & Cooling Costs | X |  |
| Light Bulbs & Misc. Supplies | X |  |
| Clean-Up-Periodical |  | X |
| Clean-Up-Final |  | X |
| Dump Permits and Fees |  | X |
| Recycling/Trash Dumpster Removal/Hauling | X |  |
| Flagger/Traffic Control |  | X |
| Dust Control |  | X |
| Trash Chute & Hopper | X |  |

**Continuued on next page.**

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| **Temporary Facilities** | **CMR’s General Conditions in its Performance of the Work** | **Direct Cost of Work** |
| Office Trailer/Rental | X |  |
| Storage Trailer & Tool Shed Rental | X |  |
| Office Furniture/Equip/Computers | X |  |
| Xerox Copies/Misc Printing | X |  |
| Postage/UPS/FedEx | X |  |
| Project Photographs | X |  |
| Temporary Toilets | X |  |
| Project Sign | X |  |
| Temporary Fencing/Enclosures | X |  |
| Covered Walkways | X |  |
| Barricades | X |  |
| Temporary Stairs |  | X |
| Opening Protection |  | X |
| Safety Railing & Nets |  | X |
| Drinking Water/Cooler/Cup |  | X |
| Safety/First Aid Supplies | X |  |
| Fire Fighting Equipment | X |  |
| Security Guards | X |  |
| Temporary Parking | X |  |
| Watchman Service | X |  |
| **Miscellaneous Project Costs** |  |  |
| Printing - Drawings & Specifications | X |  |
| Facility Operator/Training | X |  |
| **Hoisting** |  |  |
| Hoist & Tower Rental |  | X |
| Hoist Landing & Fronts |  | X |
| Hoist Operator |  | X |
| Hoist Safety Inspections |  | X |
| Hoist Material Skips/Hoppers |  | X |
| Erect & Dismantle Hoists |  | X |
| Crane Rental |  | X |
| Crane Operators |  | X |
| Crane Safety Inspections |  | X |
| Erect & Dismantle Crane |  | X |
| Fuel, Repairs, Maintenance |  | X |
| Crane Raising/Jumping Costs |  | X |
| Temporary Elevator/Rental |  | X |
| Elevator Operation Costs |  | X |
| Elevator Repairs/Maintenance |  | X |
| Cage Rider at Elevator |  | X |
| Safety Inspections | X |  |
| Forklift Rental |  | X |
| Forklift Operator |  | X |
| Forklift Safety Inspections |  | X |
| Fuel, Repairs, Maintenance |  | X |
| Elevator Service Costs |  | X |

**End of Fee Proposal**