



# Attachment F

## **Fee Proposal Form**

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### **New Los Banos Courthouse**

City of Los Banos

Superior Court of California

County of Merced



ADMINISTRATIVE OFFICE  
OF THE COURTS

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OFFICE OF COURT CONSTRUCTION  
AND MANAGEMENT

**THE ADMINISTRATIVE OFFICE OF THE COURTS  
FEE PROPOSAL FORM FOR CONSTRUCTION MANAGER AT RISK**

New Los Banos Courthouse  
RFQ/P Number: OCCM-2011-18-BR

To the Administrative Office of the Courts (AOC):

The undersigned proposer hereby offers, in the amounts stated below, to furnish all services for both the Preconstruction Phase and Construction Phase and to furnish all labor, materials, tools, equipment, apparatus, facilities, transportation, and permits for the construction of Project Number (TBD), New Los Banos Courthouse, in accordance with all the provisions of the solicitation including all attachments, and to the satisfaction of the AOC.

The proposer also hereby agrees to enter into contract for this project if the AOC accepts this proposal.

The budgeted Direct Cost of Construction work is **\$19,160,941.00**. Proposer shall complete the information in the following table:

Services:	Pricing Basis	Price Submitted
<b>Preconstruction Phase:</b> Services provided during the Preliminary Plan Phase as specified in the CM@R Agreement for Preconstruction and Construction Phase Services. (Note: Shall cover all Costs* as specified below)	FIXED PRICE>	Fixed price to complete this phase.  \$
<b>Preconstruction Phase:</b> Allowance for Courtroom Mock-up under Preliminary Plan Phase as specified in the SOW.	Allowance	\$ 20,000.00
<b>Preconstruction Phase:</b> Services provided during the Working Drawing Phase as specified in the CM@R Agreement for Preconstruction and Construction Phase Services. (Note: Shall cover all Costs* as specified below)	FIXED PRICE>	Fixed price in dollars.  \$
<b>CM@R General Conditions cost per Attachment C of the RFQ/P.</b>	FIXED PRICE>	Fixed price in dollars \$
<b>Construction Phase Services Fee (Contractor's Fee) as Specified in the SOW. (Note: does not include the cost of performing the construction and direct costs, but shall cover Contractor's Overhead and Profit** associated with providing said Services. (Note: This percentage will be the same percentage permitted for change orders.</b>	Price expressed as a percent of the Estimated Direct Cost of Work. _____ %	Price in dollars (Direct Cost of Work times percent at left) \$ _____
<b>Total Price for Services</b> (sum of 4 dollar figures above)		\$ _____

\_\_\_\_\_  
(Signature of Proposer)

\_\_\_\_\_  
(Name of Firm)

The above amounts are to be stated in figures only and are the total amounts proposed for the entire contract work, not including Contractor Contingency. Any alteration, erasure, or change must be clearly indicated and initialed by the proposer. In the event of any error in the Fee Proposal, the individual fee percentages will prevail. The proposer agrees that the above fees will be held until award of the construction phase in accordance with the proposed schedule in Article 3. The AOC reserves the right to reject any and all proposals or to waive any irregularities.

\* Pre Construction Costs shall be inclusive of all of Proposer's profit and all costs expended in pursuit of performing the Services applicable to the Phase, including but not limited to any materials, payroll, overhead and administrative costs, travel and living expenses, licenses, insurance (other than insurance provided by the AOC under the terms of an owner controlled insurance program), incidentals, and any other fees or expenses expended or incurred when necessary for the performance of the Services specified in the SOW applicable to that Phase.

\*\* Construction Phase Services Fee (Contractor's Fee) shall be inclusive of all Proposer's overhead and profit, all price risk assumed in guaranteeing the GMAX price, and all costs expended in pursuit of performing the Construction Phase Services for the Project as specified in the Statement of Work and in the final approved Construction Documents of the project, including but not limited to any overhead and administrative costs, licenses, payment and performance bonds, insurance (other than insurance provided by the AOC under the terms of an owner controlled insurance program), incidentals, and any other fees or expenses expended or incurred when necessary for the performance of the Services and completion of the Project, and any other ancillary costs necessary to provide services for the turnover of the Project to the AOC in a condition fit for its intended use, all to be provided within the planned duration for the construction as specified in this RFQ/P. General Condition's costs are not part of Construction Phase Services Fee.

General Conditions of the Contract for Construction is the figure provided by the CM@R's Fee Proposal Form (Attachment F) for the project which also includes, but is not limited to, AOC Document Exhibit H, General Conditions of the Contract for Construction (Document 00700), project staff, temporary utilities, temporary facilities and other miscellaneous project costs as further referenced in Attachment C of the RFP/Q and not included in the direct cost of the work and the Construction Phase Services Fee (Contractor Fee). Upon selection by the AOC, this CM@R General Conditions cost becomes fixed as expressed in dollars.

A Construction Manager's Contingency of 3% of construction cost will be provided for the CM's use, and is not to be included in the Fee proposal. The use of this contingency shall cover conflicts and ambiguities in the contract documents, and any issues arising from a lack of coordination among and within the subcontractors' bid packages, and for any construction phase changes arising from subcontractors' performance, approved by the AOC. The CM shall return any unused portion of this contingency and any other project savings to the AOC as part of the final Pay Application. Costs incurred due to conflicts and ambiguities in the contract documents, and any issues arising from a lack of coordination among and within the subcontractors' bid packages, and for any construction phase changes arising from subcontractors' performance, in excess of the CM's 3% contingency shall be borne by the CM.

The following are conditions of this solicitation and Fee Proposal and will be included in Document 00800, Supplementary Conditions of the Contract for Construction.

- The AOC estimated construction duration is 350 calendar days. The liquidated damages for the CM's failure to complete construction, including occupancy of the entire Project within this construction duration, are \$2,000.00 per calendar day.

ACKNOWLEDGE EACH ADDENDUM RECEIVED \_\_\_\_\_  
\_\_\_\_\_

The proposal is subject to the provisions contained in the General Conditions of the Contract for Construction, Document 00700 (Attachment H of this solicitation document), and the proposer agrees that failure to comply with the conditions thereof shall be basis for rejection of this proposal.

It is anticipated that the selected firm will be authorized to begin services within two (2) to three (3) weeks after selection. In submitting your proposal as described herein, Proposer agrees that they have reviewed and agreed to all terms stated in the CM Agreement for Preconstruction and Construction Phase Services (Attachment A of this solicitation document) and the General Conditions of the Contract for Construction, Document 00700 (Attachment H of this solicitation document).\_\_\_\_\_ *(initials)*\*\*\*

**\*\*\* Proposals not indicating initialed agreement to both named sets of terms and conditions shall be deemed nonresponsive.**

The AOC requires the successful proposer to achieve a minimum goal of 3% DVBE participation in contracting construction projects as established in the General Conditions of the Contract for Construction, or to provide acceptable evidence of good faith efforts to do so.

The proposed fees must be submitted on this Fee Proposal Form, completely filled out and in a sealed envelope, and delivered to the location listed in the solicitation document, or it will be disregarded.

No bidder's security is required for this project. However, when awarded the construction phase portion of the project, 100% performance and payment bonds will be required (see General Conditions of the Contract for Construction).

**End of Fee Proposal**