ATTACHMENT G

FEE SCHEDULE

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, vehicle, mileage, administration, supplies, and overhead and profit. Proposer must submit the completed form with its Proposal. Estimated quantities identified in the Fee Schedule Spreadsheet are for purposes of bid evaluation only. Actual quantities are unknown at the time of this RFP, as services will be requested on an as-needed basis. Contract payments will be based on actual quantities of work performed as directed and accepted by the Judicial Council and shall be paid for at the Cost-Per-Unit identified. The Judicial Council is not obligated to expend the entire amount, or any amount, of this Agreement. All prices shall be firm for the entire contract period.

1. **Special Inspection and Material Testing Cost Sheet: See attached spreadsheet, Attachment G-1. Please note that there are four (4) tabs on the spreadsheet, each representing a region. Consultant must fill out one sheet per each region Consultant is proposing on and return with Proposal. If Consultant does not provide a completed sheet for a region, Consultant will not be evaluated for that region and will not be able to provide service in that region.**
2. C**onsultant and Consultant’s Sub-Consultant Services and Pricing:**
   1. All Services Types and descriptions that may be provided and all prices to be charged under this Agreement are specified in this Attachment.
   2. All Hourly and Unit Rates of the Agreement shall remain firm and not subject to change throughout the term of the Agreement, with the exception of allowed 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 the 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 the 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 Special Inspections and Material Testing 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 or Unit Rate(s). The Hourly or Unit Rates that will apply to any such Service Type are subject to negotiation and, once approved and issued via Amendment to the Agreement, may not change with the exception of cost escalation as allowed, if at all, in Subsequent Terms. All Hourly or Unit Rates provided must be priced at a single price (i.e. $60/hr.), not a range, and otherwise in accordance with the terms of the Agreement.
   5. Upon addition of any new Job Title and corresponding Hourly Rate to the 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 or Unit 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 the 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 the Agreement be adjusted by the Consumer Price Index (CPI), 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 the 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 this 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 revised Hourly Rates for the Agreement 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, then 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.
3. **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 on Exhibit E to the Agreement, “Services Request Form”, to be approved on a Service Work Order basis.

Special inspection

|  |  |  |
| --- | --- | --- |
| **Minimum to Maximum Range of Construction Cost** | **Fixed Inspection Fee** | **Inspection Fee % of Construction Cost** |
| $0-$50,000 | $1,500.00 |  |
| $50,001-$100,000 |  | 2.50% |
| $100,001-$500,000 |  | 1.75% |
| $500,001 and above |  | 1.50% |

Example of Inspection Fee Calculation:

Project Construction Cost = $652,000.00

Special Inspection Fixed Fee = 1.50% x $652,000.00 = $9,780.00

If a Proposer is awarded a contract under both the Construction Inspection Services IDIQ and Special Inspection & Material Testing IDIQ solicitations, the following matrix shall be the basis for the fee calculation:

project INSPECTION + special inspection

|  |  |  |
| --- | --- | --- |
| **Minimum to Maximum Range of Construction Cost** | **Fixed Inspection Fee** | **Inspection Fee % of Construction Cost** |
| $0-$50,000 | $2,500.00 |  |
| $50,001-$100,000 |  | 4.00% |
| $100,001-$500,000 |  | 3.00% |
| $500,001 and above |  | 2.50% |

Example of Inspection Fee Calculation:

Project Construction Cost = $652,000.00

Combined Project and Special Inspection Fee = 2.50% x $652,000.00 = $16,300.00

Matrix Notes:

* 1. For any project in the $0 – $50,000 construction cost range, the inspection fees will be a fixed fee based on a construction cost of $50,000 as shown in the corresponding cells in the matrix tables above.
  2. For projects in the other construction cost ranges, the inspection fees will be calculated as a percentage of the actual construction cost within the range.

**4. 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 0.7) + (Project Approach and Plan x 0.15) + (Staffing Level and Experience x 0.15)