

ATTACHMENT F

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

**New Fourth Appellate District, Division Three Courthouse in Santa Ana
Project Number: 90-20-401
RFQ number CM 90-20-401 April 06**

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 90-20-401, New Court of Appeal Building in Santa Ana, in accordance with all the requirements of the Request For Proposal including appendices, and to the satisfaction of the AOC.

The proposer also hereby agrees to enter into contract for Project Number 90-20-401 if the AOC accepts this proposal. The construction budget for this project is approx. \$17,600,000.

Proposer shall complete the information in the following table.

Services	Pricing Basis	Price Submitted
Preconstruction Phase: Services provided during the Preliminary Plan Phase as specified in the SOW (Note: Shall cover all Costs* as specified below)	Fixed Price	\$ _____
Preconstruction Phase: Services provided during the Working Drawing Phase as specified in the SOW (Note: Shall cover all Costs* as specified below)	Fixed Price	\$ _____
Construction Phase Services as Specified in the SOW (Note: does not include the cost of performing the construction, but shall cover all Costs** associated with providing said Services and all else as specified below) (Note: Will be adjusted per the final GMAX price as arrived at per the contractual process outlined)	Price expressed as a % of the Construction Phase Budget _____ %	Price in dollars (Construction Phase Budget x % at left) \$ _____
Total Price for Services (sum of 3 dollar figures above)		\$ _____

Note: The Project is currently finishing Schematic Design. Proposer shall not include any services in the Schematic Design Phase in his Proposal nor the Fee Proposal.

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 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.

* 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, bonds, insurance, 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.

** Costs shall be inclusive of all Proposer's 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, 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 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.

A Construction Manager's change order 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 change orders arising from subcontractors' performance, as determined 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 change orders arising from subcontractors' performance, in excess of the CM's 3% contingency shall be borne by the CM.

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

- The proposed construction duration is 518 calendar days. The liquidated damages for the CM's failure to complete construction including occupancy of the entire Project within this construction duration is \$4,000.00 per calendar day.
- If the contractor completes the project earlier than required by the terms of the contract, then the AOC will pay to the CM as a bonus for early completion the sum of \$4,000.00 each calendar day by which the date of completion precedes the time scheduled for completion (up to 25 days maximum).

ACKNOWLEDGE EACH ADDENDUM RECEIVED _____

The proposal is subject to the provisions contained in the General Conditions of the Contract for Construction, Document 00700 (Appendix H.2 of this RFP), and the proposer agrees that failure to comply with the conditions thereof shall be basis for rejection of this proposal.

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 RFP, 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