ATTACHMENT 1

TO REQUEST FOR PROPOSALS (RFP) FOR DESIGN BUILD ENTITY

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|  |  | PRICE PROPOSAL FORMS & INSTRUCTIONS |
|  |  | New Fort Ord Courthouse  Superior Court of California,  County of Monterey |
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**PRICE PROPOSAL**

**FORMS & INSTRUCTIONS**

**Instructions for Completing the Price Proposal**

These instructions explain how to complete each component of the Price Proposal. Design Build Entity shall read these instructions and review all Contract Documents, including, without limitation, the General Conditions (**Exhibit A** to the Agreement), TGMP/GMP Preparation Form (**Attachment 2**), Design Build General Conditions Matrix (**Exhibit E** to the Agreement), and the Professional Billing Rate Sheet, which is the second component of this Price Proposal. The Price Proposal is composed of three (3) forms that shall be submitted together: (i) Fee Proposal Form; (ii) Professional Billing Rate Sheet and (iii) Declaration form. This completed Price Proposal shall be submitted separately and not with the Technical Proposal. All Work referenced herein shall be priced to fulfill all obligations for Design Work and Construction Work as set forth in the Contract Documents.

**BOTH THE FEE PROPOSAL AND PROFESSIONAL BILLING RATE SHEET SHALL BE ACCOMPANIED BY THE DECLARATION IN THIS ATTACHMENT.**

1. **INSTRUCTIONS FOR FEE PROPOSAL**

* 1. **Pre-GMP Phase Work.**
     1. Costs for Pre-GMP Phase Work shall be based on the aggregate of the costs for: (i) Schematic Design Work; and (ii) Design Development Work. They shall be priced as a lump sum that shall be fixed as of the Effective Date of the Agreement. The Pre-GMP Phase Work shall include the following items:

* + 1. Schematic Design Work Costs. The Costs of Schematic Design Work shall include:

* + - 1. Design Fees. Line A1 in the Fee Proposal Form shall include all fees for Schematic Design professional services, including designers, engineers, consultants, design build and/or design assist subcontractors, and any other consultants needed to perform or support Design Work. The costs shall include the fees for development of the design for all elements required for a complete and functional project, except those items specifically identified as being designed by others in the Contract Documents, to a schematic design level. The minimum requirements for Schematic Design Documents are outlined in the Design Deliverable Requirements (**Exhibit D** to the Agreement). The design costs should be fully loaded and include mark-up for overhead and profit.
      2. Design Management Fees. Line A3 in the Fee Proposal Form shall include all Design Build Entity fees for design management during Schematic Design; Design Build Entity (and consultant) fees for Preconstruction Services, including estimating, scheduling, constructability, life cycle cost analysis, and other services necessary to manage the Schematic Design Work. The costs should be fully loaded and include mark-up for overhead and profit.
    1. Design Development Work Costs. Costs of Design Development Work shall include:

* + - 1. Design Fees. Line A2 in the Fee Proposal Form shall include all fees for Design Development professional services, including designers, engineers, consultants, design build and/or design assist subcontractors, and any other consultants needed to perform or support Design Work. The costs shall include the fees for development of the design for all elements required for a complete and functional project, except those items specifically identified as being designed by others in the Contract Documents, to a design development level. The minimum requirements for Design Development Documents are outlined in Design Deliverable Requirements (**Exhibit D** to the Agreement). The design costs should be fully loaded and include mark-up for overhead and profit.
      2. Design Management Fees. Line A4 in the Fee Proposal Form shall include all Design Build Entity fees for design management during Design Development; Design Build Entity (and consultant) fees for Preconstruction Services, including estimating, scheduling, constructability, life cycle cost analysis, and other services necessary to manage the Design Development Work. The costs should be fully loaded and include mark-up for overhead and profit.
      3. GMP Preparation / Submission. Lines A2 and A4 should include all costs necessary to perform all services to prepare and submit the GMP consistent with the requirements of the Contract Documents.
  1. **Post-GMP Phase Work.**

Fees for Post-GMP Phase Work shall be based on the aggregate of the Working Drawings Work and the Construction Work (Target GMP). Working Drawings Work shall be priced as a lump sum **that shall be fixed as of the Effective Date of the Agreement**. The cost of Construction Work shall include cost of Design Build Entity’s General Conditions and other, identified mark-ups. Fees to perform the Post-GMP Work shall include the following items:

* + 1. Working Drawings Work Costs. The Costs of Working Drawings Work shall include:

* + - 1. Design Fees. Line B1 of the Fee Proposal Form shall include all fees for Working Drawings Work professional services, including designers, engineers, consultants, design build and/or design assist subcontractors, and any other consultants needed to perform or support Design Work. The costs shall include the fees for completion of the Working Drawings for all elements required for a complete and functional project, except those items specifically identified as being designed by others in the Contract Documents. Completion of the Working Drawings includes review and approval by all Authorities Having Jurisdiction, the Judicial Council, and Peer Reviewers (if applicable). The minimum requirements for Working Drawings Documents are outlined in the Design Deliverable Requirements (**Exhibit D** to the Agreement). The design costs should be fully loaded and include mark-up for overhead and profit.
      2. Design Management Fees. Line B2 in the Fee Proposal Form shall include all Design Build Entity fees for design management during Schematic Design; Design Build Entity (and consultant) fees for Preconstruction Services, including estimating, scheduling, constructability, life cycle cost analysis, and other services necessary to manage the Schematic Design Work. The costs should be fully loaded and include mark-up for overhead and profit.
    1. Construction Work Costs. The Costs of Construction Work shall include:
       1. Construction Administration. Line C1 of the Fee Proposal Form shall include all fees for professional services required for Construction Administration. Services shall include those provided by designers, engineers, consultants, design build and/or design assist subcontractors, and any other consultants needed to support construction. The costs shall include all fees for Construction Administration, including, without limitation, RFI responses, submittal review, resolution of constructability issues, clarifications, coordination with the Judicial Council and Authorities Having Jurisdiction, appropriate Site visits and observations, and attendance at meetings as needed to support timely performance of the Work. The construction administration costs should be fully loaded and include mark-up for overhead and profit.
       2. General Conditions (Staffing). Line C2 of the Fee Proposal Form shall include all fees for staffing required in direct management, oversight, and staff for the Construction Work. Review Design Build Entity’s General Conditions Matrix (**Exhibit W** to the Agreement). The Design Build Entity shall identify the anticipated monthly costs and apply those costs to the Judicial Council’s anticipated construction duration to identify a lump sum. Mark-up for overhead and profit shall **NOT** be applied to these costs.
       3. General Conditions (Other). Line C3 of the Fee Proposal Form shall include all fees to provide and maintain all materials, equipment, and services necessary to perform the Construction Work. These costs shall include all temporary facilities and utility fees required at the construction site to manage the construction of the Project. Review Design Build General Conditions Matrix (**Exhibit E** to the Agreement). The Design Build Entity shall identify the anticipated monthly costs and apply those costs to the Judicial Council’s anticipated construction duration to identify a lump sum. Mark-up for overhead and profit shall **NOT** be applied to these costs.
       4. Bonds. Line C4 of the Fee Proposal Form shall include all fees to purchase and maintain the Payment Bond and Performance Bond to secure the Design Build Entity’s performance of Construction Work. The Design Build Entity shall identify the percentage of the Direct Cost of the Work (Line 40 of the TGMP/GMP Preparation Form) used to calculate this cost and provide the lump sum fee. Mark-up for overhead and profit shall **NOT** be applied to these costs.
       5. Insurance. Line C5 of the Fee Proposal Form shall include all fees to purchase and maintain insurance in addition or excess to the Owner Controlled Insurance Program (OCIP) and Builders’ Risk Insurance provided by the Judicial Council. A sample OCIP Manual is included in the Performance Criteria Documents and is incorporated by reference. The OCIP will include specific requirements related to Subcontractor experience and safety requirements. The actual OCIP that the Judicial Council implements may vary from the attached sample. Insurance costs identified on line C5 shall exclude the OCIP and the OCIP coverages for all Subcontractors and Builders’ Risk Insurance coverage. Line C5 shall account for any other insurance required and shall be sufficient to compensate Design Build Entity for all non-OCIP insurance. The costs of insurance should be accompanied by a detailed explanation of the anticipated insurance policies. Subcontractor default insurance (SubGuard) shall be excluded from these costs. Mark-up for overhead shall **NOT** be applied to these costs.
       6. Construction Fee/(Overhead & Profit). Line C6 of the Fee Proposal Form shall be all compensation due to Design Build Entity for overhead and profit applied to the Direct Cost of Work. The Design Build entity shall identify the percentage of the Direct Cost of the Work (Line 40 of the TGMP/GMP Preparation Form) used to calculate this cost and provide the lump sum fee. The term “Design Build Entity” fee includes: (i) mark-up on self-performed Construction Work; and (ii) mark-up for Subcontractor performed Construct Work; (iii) any subcontractor default insurance (SubGuard) deemed necessary by the Design Build Entity. Review the General Conditions for what constitutes “Overhead and Profit”.

1. **INSTRUCTIONS FOR PROFESSIONAL BILLING RATE SHEET**

* 1. **Professional Billing Rate Sheet.**  The Professional Billing Rate Sheet shall define the billing rates for professional services to be used in the event that additional services are needed or requested. Additional fees for management and/or construction services shall be in accordance with Article 18 of the General Conditions. Design Build Entity shall provide billing rates inclusive of all overhead, profit and mark-up for each job title identified in the Professional Billing Rate Sheet. For any consultants not listed on the rate sheet deemed necessary by the DBE, please provide the additional consultant(s) and their billing rates on a separate sheet that matches the Professional Billing Rate Sheet. Indicate “N/A” for the Personnel Weight Factor for these added Service Types/Job Titles.

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| Design Build Entity's Fee Proposal | | | | |
| (Shall be submitted separately from Technical Proposal) | | | | |
| Judicial Council Target GMP: $\_\_\_\_\_\_\_\_\_\_\_\_\_ | |  |  |  |
| Judicial Council Contract Time: \_\_\_\_\_\_\_c.d. (Pre-GMP @\_\_\_\_\_\_c.d. + Post GMP @\_\_\_\_\_\_c.d.) | | | | |
| Judicial Council Construction Duration: \_\_\_\_\_\_\_\_\_mo. (for use in calculating GC's only) | | | | |
| For General Conditions (lines C2 & C3) use Judicial Council Construction Duration | | | |  |
| Pre-GMP Services Costs | |  |  |  |
| A1 | SD (A-E) |  | LS | $ |
| A2 | DD (A-E) |  | LS | $ |
| A3 | SD Management (DBE) |  | LS | $ |
| A4 | DD Management (DBE) |  | LS | $ |
|  |  |  |  |  |
|  | Pre-GMP Fee Total |  |  | $ |
| Post-GMP Design Services Costs | |  |  |  |
| B1 | WD (A-E) |  | LS | $ |
| B2 | WD Management (DBE) |  | LS | $ |
|  |  |  |  |  |
| Construction Phase Services Costs | |  |  |  |
| C1 | Construction Admin (A-E) |  | LS | $ |
| C2 | General Conditions - Staffing | $\_\_\_\_\_\_/mo | \_\_\_\_mo | $ |
| C3 | General Conditions - Other | $\_\_\_\_\_\_/mo | \_\_\_\_mo | $ |
| C4 | Bonds |  | \_\_\_\_\_% | $ |
| C5 | Insurance (non-OCIP /Builder's Risk) |  | \_\_\_\_\_% | $ |
| C6 | Construction Fee (OH&P) |  | \_\_\_\_\_% | $ |
|  |  |  |  |  |
|  | Post-GMP Fee Total |  |  | $ |
|  | TOTAL FEES |  |  | $ |
|  |  |  |  |  |

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| --- | --- | --- | --- |
| **PROFESSIONAL BILLING RATE SHEET**  **FOR NEW FORT ORD COURTHOUSE** | | | |
| **SHALL BE SUBMITTED SEPARATELY FROM TECHNICAL PROPOSAL** | | | |
| **Service Type** | **Job Title** | **Personnel Weight Factor** | **Proposed Billing Rate** |
| General Architectural Services | Principal | 1.5% |  |
| Design Manager | 10% |  |
| Project Manager | 10% |  |
| Architect | 10% |  |
| Construction Administrator | 3% |  |
| Modeler/BIM Staff | 4% |  |
| Administrative Staff | 1.5% |  |
| Civil Engineering | Principal | 0.5% |  |
| Senior Engineer | 1% |  |
| Engineer/Designer | 2% |  |
| Project Manager | 3% |  |
| Drafter/CAD Staff | 1% |  |
| Structural Engineering | Principal | 0.5% |  |
| Senior Engineer | 2.5% |  |
| Engineer/Designer | 3% |  |
| Project Manager | 3% |  |
| CAD Drafter/Modeler/BIM Staff | 1% |  |
| Electrical Engineer | Senior Engineer | 2% |  |
| Engineer/Designer | 3% |  |
| Modeler/BIM Staff | 1% |  |
| Mechanical Engineer | Senior Engineer | 2% |  |
| Engineer/Designer | 3% |  |
| Modeler/BIM Staff | 1% |  |
| Fire Protection Engineering | Project Manager | 4% |  |
| Designer | 3% |  |
| Landscape Architect | Designer | 2.5% |  |
| Project Manager | 2.5% |  |
| Security/Low Voltage Specialist | Engineer/Designer | 2.5% |  |
| Project Manager | 2.5% |  |
| Vertical Transportation Specialist | Engineer/Designer | 2.5% |  |
| Project Manager | 2.5% |  |
| Building Envelope Specialist | Envelope Engineer | 2% |  |
| Project Manager | 2% |  |
| Sustainability/LEED Consultant | Engineer/ Architect | 1% |  |
| Project Manager | 1% |  |
| Geotechnical Engineer | Engineer | 2.5% |  |
|  | **Total** | **100%** |  |

DECLARATION

I, (Printed name), hereby declare that I am the (Title) of (Name of Design Build Entity) (“Design Build Entity”) submitting the Fee Proposal Form and Professional Billing Rate Sheet that constitute the Price Proposal (“Price Proposal”); that I am duly authorized to execute this Price Proposal Form on behalf of Design Build Entity; and that all information set forth in this Price Proposal and all attachments hereto are, to the best of my knowledge, true, accurate, and complete as of its submission date.

I further declare that this Price Proposal, as well as the Proposal of which it is a part, is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Design Build Entity has not directly or indirectly induced or solicited any other proposing firm to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any other proposing firm or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the Design Build Entity has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Design Build Entity or any other proposing firm, or to fix any overhead, profit, or cost element of the Fee Proposal Form, or of that of any other proposing firm, or to secure any advantage against the Judicial Council of anyone interested in the proposed contract; that all statements contained in the Price Proposal, and the Proposal of which it is a part, are true; and, further, that the Design Build Entity has not, directly or indirectly, submitted this Price Proposal Form, and the Proposal of which it is a part, or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, or to any member or agent thereof to effectuate a collusive or sham proposal.

I declare, under penalty of perjury, that the foregoing is true and correct and that this declaration was subscribed at: (Location and city),

County of , State of , on (Date).

(Signature)

**END OF EXHIBIT**

**END OF ATTACHMENT**