TEXAS
Health and Human Services

EXHIBIT H

COST PROPOSAL

CRITERION 5: EXHIBIT H COST PROPOSAL FORM

1. Respondent's Name: _____

   Address: _____

   City, State, Zip: _____

2. Project Number: 20-011-EPC

   Project Title: Construction Manager-at-Risk for Building Renovations and Repairs @ El Paso Psychiatric Center

   Using Agency: _____

   Project Location: _____

Having carefully examined the RFP and solicitation documents, proposal Attachments as well as the premises and conditions affecting the work, as prepared by HHSC, we hereby propose to complete the work for the following amounts:

1. **Pre-Construction Management Fee**

Not-to-Exceed fee in collaborating with HHSC and A/E during design phases.

To be negotiated with the Respondent evaluated as the highest scoring firm.

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2. **Construction Management Fee**

Fee as a PERCENTAGE of the Cost of Work for construction. For purposes of this RFP, **use $2,314,239.00** as the Cost of Work.

%

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3. **Not-to-Exceed Fee for General Conditions**

Allowable General Conditions shall include the line items set forth in Attachment G to Exhibit B (Construction Manager-at-Risk Construction Contract). Pricing should be proposed for the duration of the project.

Dollars $

CONTRACT TERM: For planning purposes, the Pre-Construction Phase is estimated to be 155 calendar days. The Construction Phase is required to commence on the date specified in the Notice to Proceed for the Construction Phase ("NTPC"). It is estimated that the commencement date will be 30 calendar days from the date of the NTPC. The date of substantial completion is estimated to be 555 calendar days from the commencement date in the NTPC. The substantial completion time period in this paragraph is just an estimate. The actual number of calendar days from commencement of the Construction Phase to substantial completion will be set forth in the NTPC and may be modified by contract amendment for change order.

SECURITY BONDS: The Respondent shall include, with its Proposal, a bid security in the form of a cashier's check, certified check (both described below as a "Check"), or original bid bond ("Bid Bond") payable to the Health and Human Services Commission, in an amount of $25,000.00. A Bid Bond shall be delivered to an Owner's representative and held by an Owner's representative until such time as the Bid Bond is terminated by its terms or becomes null and void according to its terms. If the Bid Bond is terminated or becomes null and void, then the Bid Bond will be returned to Respondent upon request. If the conditions of the Bid Bond are not met or satisfied, then Owner reserves the right to make a claim upon the Bid Bond and the security will be forfeited as stated below. If bid security is in the form of a Check, then the Check shall be delivered to, and held by an Owner's representative and not cashed or deposited (or, if negotiating the Check becomes necessary due to time issues, then the funds shall be held in an appropriate account for Owner and not released) until one of the following occurs: (i) another respondent has signed a Contract and has begun performing on the Project; or (ii) this Respondent has signed the Contract and has begun performing on the Project. If either (i) or (ii) occurs, then the Check, or the funds represented by the Check, will be returned to this Respondent. No other form of security will be accepted. Should the Respondent fail, neglect, or refuse to begin performance of the Contract after receiving the award, the security will be forfeited to the Owner, and in particular, the Check may be cashed or deposited, or the funds represented by the Check may be released to Owner.

PAYMENT AND PERFORMANCE BONDS: The Respondent agrees to execute the performance and payment bonds in the amount of 100% of the Guaranteed Maximum Price within ten calendar days of HHSC's acceptance of a Guaranteed Maximum Price Proposal (Approved Performance Bond and Payment Bond Forms are attached hereto as Attachments 1 and 2.)

AUTHORITY TO SIGN. The Respondent must complete, sign and return this Respondent's Cost Proposal Form with its Submittal. If the person signing this Respondent's Pricing Proposal Form differs from the person signing the Affirmations and Solicitation Acceptance for State Architectural/Engineering and Construction Projects (Exhibit A to this Solicitation to which this pricing proposal is responding), then Respondent and the signatory below represent and warrant that the signatory has authority to sign this Respondent's Pricing Proposal Form on behalf of the Respondent. **By signing below, Response also acknowledges, certifies and agrees to the EXECUTION OF OFFER BELOW.**

(Signature Page to Follow)

RESPECTFULLY SUBMITTED:

Authorized Signature: _____

Printed Name and Title: _____

Telephone: _____

Respondent's Execution of Offer

THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED, AND RETURNED WITH THE RESPONDENT'S PROPOSALS. FAILURE TO COMPLETE, SIGN, AND RETURN THIS EXECUTION OF OFFER WITH THE PROPOSALS WILL RESULT IN REJECTION OF THE PROPOSALS.

SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED PROPOSALS OR ANY CONTRACTS OR OTHER CONTRACTUAL ARRANGEMENTS, WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT'S PROPOSALS, AND THE RESPONDENT MAY BE REMOVED FROM ALL PROPOSER LISTS. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT OWNER'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT OR PURCHASE ORDER.

1. By signature above, Respondent acknowledges and agrees that:

   a. this Request for Competitive Sealed Proposals is a solicitation for Proposals and is not a contract or an offer to contract;
   b. the submission of Proposals by Respondent in response to this Request for Competitive Sealed Proposals will not create a contract between the Owner and Respondent;
   c. the Owner has made no representation or warranty, written or oral, that one or more contracts with the Owner will be awarded under this Request for Competitive Sealed Proposals; and
   d. Respondent shall bear, as its sole risk and responsibility, any cost which arises from Respondent's preparation of a response to this Request for Competitive Sealed Proposals.

2. By signature above, Respondent offers and agrees to furnish to the Owner the products and/or services more particularly described in its Proposals, and to comply with all terms, conditions and requirements set forth in the Request for Competitive Sealed Proposals documents and contained herein.

3. By signature above, Respondent represents and warrants that:

   a. Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the Request for Competitive Sealed Proposals;
   b. Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the Request for Competitive Sealed Proposals;
   c. Respondent has been in business for a minimum of five years, or the principals/owners have a minimum of five years' recent ownership/executive management experience in a previous company that provided construction services of similar scope and complexity;
   d. Respondent is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances;
   e. Respondent's personnel, including subcontractors, who will be assigned to the Project have all licenses and permits required to perform the work described;
   f. Respondent understands (i) the requirements and specifications set forth in this Request for Competitive Sealed Proposals and (ii) the terms and conditions set forth

in the Contract under which Respondent will be required to operate;

g. Respondent, if selected by the Owner, will maintain insurance as required by the Contract;

h. All statements, information and representations prepared and submitted in response to this Request for Competitive Sealed Proposals are current, complete, true, and accurate. Respondent acknowledges that the Owner will rely on such statements, information, and representations in selecting the successful Respondent. If selected by the Owner as the successful Respondent, Respondent will notify the Owner immediately of any material change in any matters with regard to which Respondent has made a statement or representation or provided information.

4. By signature above, Respondent certifies as follows:

a. Respondent represents and warrants that all articles and services quoted in response to this Request for Competitive Sealed Proposals meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this solicitation.

b. By signature above, Respondent signifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

Attachment 1

Payment Bond Form

PAYMENT BOND

STATE OF TEXAS
COUNTY OF _____

LET IT BE KNOWN BY THIS INSTRUMENT:

That we, _____ as principal

and we, _____ a corporation duly authorized to do business in this State, as Surety(s), are this date held and firmly bound unto the State of Texas in the amount of

_____

_____

_____ Dollars $ _____

for payment of which indemnity the said Principal and Surety, by this declaration, do firmly bind themselves, their heirs, executors, administrators, successors and assigns, jointly and individually.

Since a Contract, which by reference is made a part hereof, exists between Principal and the State of Texas, acting by the through the Texas Health and Human Services Commission, and dated _____ for the _____

_____

_____

The conditions of this obligation are, therefore, such that it shall remain in full force and effect unless and until the Principal shall faithfully perform the Contract in accordance with the Contract Documents.

The liabilities, rights, limitations, and remedies concerning this Bond shall be determined in accordance with the provisions of Chapter 2253 of the Texas Government Code, pursuant to which this Bond is executed.

IN WITNESS TO THIS DECLARATION, the said Principal and Surety(s) have signed and sealed this instrument.

this _____ day of _____.

PRINCIPAL	SURETY
By_____	By_____
	Bond Identification No. _____
	_____ Address of Attorney-In-Fact
	_____ Telephone No. of Attorney-In-Fact

(Use of this form for the purposes indicated has been approved by the Attorney General of Texas)

Attachment 2

Performance Bond Form

PERFORMANCE BOND

STATE OF TEXAS
COUNTY OF _____

LET IT BE KNOWN BY THIS INSTRUMENT:

That we, _____ as principal

and we, _____ a corporation duly authorized to do business in this State, as Surety(s), are this date held and firmly bound unto the State of Texas in the amount of

_____
_____ Dollars $ _____
for payment of which indemnity the said Principal and Surety, by this declaration, do firmly bind themselves, their heirs, executors, administrators, successors and assigns, jointly and individually.

Since a Contract, which by reference is made a part hereof, exists between Principal and the State of Texas, acting by the through the Texas Health and Human Services Commission, and dated _____ for the _____
_____
_____
The conditions of this obligation are, therefore, such that it shall remain in full force and effect unless and until the Principal shall faithfully perform the Contract in accordance with the Contract Documents.

In the event of Principal's failure, as defined by the Contract Documents, to faithfully perform the Contract, Surety(s) will within fifteen (15) days of determination of default, assume full responsibility for completion of said Contract and become entitled to payment of the balance of the Contract amount.

The liabilities, rights, limitations, and remedies concerning this Bond shall be determined in accordance with the provisions of Chapter 2253 of the Texas Government Code, pursuant to which this Bond is executed.

IN WITNESS TO THIS DECLARATION, the said Principal and Surety(s) have signed and sealed this instrument.

this _____ day of _____.

PRINCIPAL	SURETY
By_____	By_____
	Bond Identification No. _____
	_____ Address of Attorney-In-Fact
	_____ Telephone No. of Attorney-In-Fact

(Use of this form for the purposes indicated has been approved by the Attorney General of Texas)