TEXAS
Health and Human Services

ATTACHMENT H

GUARANTEED MAXIMUM PRICE PROPOSAL WITH EXHIBITS

ATTACHMENT H

GUARANTEED MAXIMUM PRICE PROPOSAL

Construction Manager hereby submits to Owner for the use and benefit of Owner **<Contract Manager - Insert Component Name>** pursuant to the provisions of **Article 8** of the Contract by and between Owner for the use and benefit of Owner **<Contract Manager - Insert Component Name>** and **<Contract Manager - Insert Construction Manager Name>** dated **<Contract Manager - Insert Month and Day>**, 20_(the "Contract"), a GMP for the **<CM - Insert Project Name and Stage, Component Name, State, City>**, project number **<Contract Manager - Insert Project No.>** (as defined in the Contract), based on the Contract Documents (as defined by the Contract) developed for the Project, as follows:

1. A not-to exceed amount for the Cost of the Work pursuant to the Contract: $_____

2. A not-to exceed amount for the General Conditions pursuant to the Contract: $_____

3. A not-to exceed amount for Construction Manager's Contingency pursuant to the Contract: $_____

4. A lump sum amount for the Construction Phase Fee pursuant to the Contract: $_____

5. Owner's Special Cash Allowance provided by Owner: $_____

6. Owner's Construction Contingency provided by Owner. This is a lump sum amount from which changes are to be paid in accordance with the UGCs. Any unused amount will be deducted from the GMP by Change Order: $_____

7. TOTAL OF GMP LINE ITEMS 1 THROUGH 6: $_____

This figure will be the GMP, which we hereby guarantee to Owner.

PAYMENT AND PERFORMANCE BONDS: Construction Manager agrees to execute the performance and payment bonds in the amount of 100% of the GMP within ten calendar days of HHSC's acceptance of this GMP (Approved Performance Bond and Payment Bond Forms are attached hereto as Exhibit 2 hereto.)

(Signature Page Follows)

GUARANTEED MAXIMUM PRICE PROPOSAL SIGNATURE PAGE
(ATTACHMENT H)

Corporations/LLC's: Attest:

_____
Corporate Secretary

Other business forms: Witness:

_____

SEAL:

_____
[Construction Manager]

By: _____

Name: _____
[Print or Type]

Title: _____

Date of Signature: _____

CONTENT APPROVED:

Health and Human Services Commission

By:_____
Mike Maples
Deputy Executive Commissioner

Date: _____

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ATTACHMENT H
EXHIBIT 1

GUIDELINES FOR THE PREPARATION OF THE GUARANTEED MAXIMUM PRICE PROPOSAL

1. CONTRACT REQUIREMENTS:

   Refer to **Article 8** of the Contract. The provisions of the GMP are defined here and other related requirements are included throughout the Contract. In the event of an irreconcilable conflict between the GMP Proposal and the Contract provisions, the Contract provisions will control and govern.

   The GMP Proposal will adopt and incorporate all of the terms and conditions of the Contract. Any exceptions to or modifications of such terms and conditions proposed will not be effective unless they are expressly stated and conspicuously identified in the GMP Proposal and are specifically accepted and approved by Owner. In general, proposed revisions or modifications to the language, terms, or conditions of the Contract will not be accepted.

2. PRE-SUBMITTAL REQUIREMENTS:

   A. Scope Definition: Prior to GMP submittal, Construction Manager will thoroughly review the GMP construction document package with Owner and determine if the scope is sufficiently defined and identify those areas requiring additional scope definition. At a minimum, the following should be defined: Program building size; site limits and access; utility systems (existing and new); complete building systems descriptions; materials outline by division; MEP systems descriptions including materials; MEP system options will be defined and accepted.

   B. Schedule: The anticipated Notice to Proceed and Substantial Completion dates for Construction will be coordinated and approve by Construction Manager and Owner.

   C. Value Engineering: Proposed value engineering items included in the GMP will be updated from previously submitted value engineering and should reflect the "final acceptance" of VE items, which are part of the Scope of Work. The VE schedule will identify current acceptance and the date of acceptance in an adjacent column. VE items must be resolved and accepted by Owner prior to GMP submittal.

   D. Pre-submittal Conference: Construction Manager will schedule a conference with the ODR no later than six (6) weeks prior to submitting the initial draft of the GMP to Owner. Issues regarding the required materials to be included in the GMP should be reviewed so that there is a clear understanding of the format and contents of each division of work to be submitted. Construction Manager will obtain a copy of the Owner Standard Schedule of

Values Format from Owner's ODR. Additionally, a review of acceptable General Condition items, as defined in the Contract, is required.

3. CONSOLIDATION OF REVIEW COMMENTS:

The Campus, Owner's Engineers, Project Manager, and the Owner Controls Department will provide review comments. Construction Manager will consolidate all responses to those groups into TAB 10 of the document. Each Owner comment will have a corresponding answer directly below the original comment. A reply to each Owner comment is required even if only a clarification is required. Each reply will state where in the GMP Proposal the corresponding information may be located.

4. GENERAL REQUIREMENTS;

The GMP Proposal will be submitted at the phase specified by Owner. The GMP Proposal will be submitted in the format described below. Proposals substantially deviating from the organization's format will be returned to Construction Manager for re-submittal. Proposals not in compliance with the format, which result in substantial delay, will be the responsibility of Construction Manager and may not extend the construction duration or substantial completion date.

5. MULTIPLE GMP'S:

In order to expedite the Project Schedule, Owner and Construction Manager may execute multiple GMP Proposals (stages), which will be incorporated into the Contract through a change order to the previous approved GMP Proposal(s), identified in **Article 8**. The requirements for this method will be identical to the requirements for the first GMP submittal/approval process.

6. GMP PROPOSAL PACKAGE

The GMP Proposal will be bound in a 3-ring notebook or spiral notebook (**8 1/2" x 11" paper only**) and entitled "Guaranteed Maximum Price Proposal". The GMP Proposal shall also be in PDF format and transferred electronically by email attachment or link to the email address of the Director of Maintenance and Construction set forth in the Contract. Below it the following items will be shown:

- Submittal number (i.e. Submittal #1)
- Date of Submittal
- Project Name
- Campus/Institution Name
- Project Number

Since several submittal revisions may be submitted, always state which submittal number is currently being submitted.

All pages within each tab will be numbered.

The proposal will be organized in the order described below:

TABLE OF CONTENTS

- List all the following items. Provide a brief summary of the major components within each Tab.

TAB 1 – Guaranteed Maximum Price Proposal

- Provide the cost amounts and sign, attest, date, and seal the form.
- Do not alter any language from the original document without prior approval from Owner.
- Do not electronically alter the document.
- Each line item cost must exactly match the corresponding cost summary shown on the TAB 6, GMP Proposal Cost Breakdown.
- Provide a Corporate Resolution or Articles of Organization, stating individual's authorization to execute contracts on behalf of the Contract Manager firm, for any individual signing the GMP who is not the President or CEO of the Contract Manager firm.

TAB 2 - Executive Project Summary

- State any amended services or scope changes included in the Proposal.
- Provide a brief project summary defining the Scope of Work associated with the Construction Phase of Work included in this GMP Proposal.
- Include the description of building type, size, character, and general materials.
- Summarize any relationship with existing structures, unusual site conditions, utility issues, or conditions effected by other governmental agencies (i.e., right-of-way issues)
- State the anticipated ***Notice to Proceed date and Substantial Completion date***.

TAB 3 - Project Team

- Organizational chart and Listing of Team Members; show the various teams and the team members, in an organization chart and provide a list of all personnel, including names, titles, job responsibilities/duties, and contact information. Identify the Project Safety Specialist and their duties. If Project Safety Specialist has changed from the individual approved in the RFQ, please identify the change in a statement on a separate page.
- Identify all Construction Manager's consultants.

TAB 4 - List of Documents

- Drawings Index
  - Drawings will be organized by listing each sheet number, sheet title, and current revision date.

- Specification Index:
  - Provide a detailed listing of each specification section required by Owner as identified in the Contract (see the Exhibit for "Project Specifications")
  - Provide a detailed listing of all other spec sections describing the project.
  - Specifications will be organized by CSI Division format listing each specification section number, title and current revision date.

TAB 5 - Qualifications and Value Engineering

- **Qualifications:** A summary of all qualifications and assumptions organized by drawing sheet number or by specification sections to match those in TAB 4.
- **Exclusions:** A summary of exclusions organized by drawing sheet number or by specification section.
- **Substitutions:** A summary of substitutions to materials or systems described by drawing sheet number or by the specifications listed in TAB 4. Organize by specification section.
- **Value Engineering Recommendations:** List all items proposed to date and for each item identify if the item is accepted by Owner and included in the GMP. State the date of acceptance. In addition, identify those VE items not currently accepted. State if the price is good for a limited time period.
- **Alternates List:** Provide a matrix and state the amount of each alternate. Provide a separate column and state if the alternate price is included in GMP cost or not. Provide a separate column and provide the last date in which the price is good in the event the alternate is not currently included in the GMP price.

TAB 6 - GMP Proposal Cost Breakdown

- **General Conditions Cost Breakdown:** Construction Manager will provide, on a separate page, a detailed cost breakdown for all Allowable General Condition Line Items by quantity, unit cost and duration. General Condition breakdown will include line items for each type of insurance coverage (including builders risk if provided) and auto.
- **Construction Manager's Detailed Cost Breakdown:** this can be provided on Construction Manager's own format.
- **Attachment J:** Construction Manager will include an updated **Attachment J**, "Construction Manager's Personnel and Monthly Salary Rates" identifying any new staff or rate modifications. **Attachment J** will identify ***each and every staff member shown on the general conditions*** cost breakdown.
- **Construction Manager's Contingency:** state the basis in which Construction Manager's Contingency was established or show a breakdown of major items anticipated to be funded by the contingency.
- **Owner's Special Cash Allowance:** provide a breakdown of Owner's Special Cash Allowance showing the major items anticipated to be included in this cost. Owner's ODR should help provide this detail.

TAB 7 - Master Project Schedule (Summary Level)

- The Summary Level schedule will be submitted electronically and as a Gantt Chart Report within the GMP Proposal showing the Activity ID, Activity Description, Original Duration, Early Start, Early Finish, Total Float, Late Start, and Late Finish column titles.

- **Summary Schedule Requirements**
  - The schedule will comply with the requirements of Owner's Specification **Section X** and will form the basis for the "Detail" schedule, which will be submitted within sixty (60) days following Notice to Proceed for Construction Services.
  - The schedule will be a computer generated CPM schedule developed in Primavera Project Planner software.
  - The schedule will be presented in "bar chart" form and contain detailed activities for all events and milestones included in Pre-construction Services
  - The schedule will include detailed, logic driven activities for all Construction Service activities scheduled to commence during the first ninety (90) days following the Notice to Proceed for Construction. The remaining construction activities (those commencing after the first 90 days) may be summarized by trades and may have longer durations than the "detailed" activities mentioned above.
- Total Float
  - The total float indicated on the Master Project Schedule will be no less than 10% of the total Construction Phase duration (Notice to Proceed to Substantial Completion). i.e. - All paths in the schedule must lead to a milestone activity for Substantial Completion, which will be logic driven and indicate completion within approximately 90% of the time allowed by contract for Owner established Substantial Completion Date.
  - Provide schedule in Tab 7 on 8 ½ x 11 format.

TAB 8 - Bid/Proposal Package Strategy

- Construction Manager will provide a written Bid/Proposal Package Strategy for procuring subcontracts including Self-Performance Work (other than General Conditions) as described in Owner's Specification **Section X**.

TAB 9 - Historically Underutilized Business Plan

- Complete the attachments required by **Attachment F** of the Contract.
- For all first and second tier Subcontractors currently under contract or anticipated to be contracted with, provide completed **Attachment F.**
- A completed HUB Subcontracting Plan will be delivered to Owner at the time of final subcontracting buyout.

TAB 10 - Responses to Review Comments

- For resubmitted GMP Proposals, include all review comments provided by Owner regarding the GMP or GMP re-submittal.
- For each submittal, Construction Manager will provide a written response below each original comment, stating the appropriate response to the issue and include that documentation in this Section. **A re-submittal may not be forwarded to Owner without responses to the previous review comments and included under this TAB 10.**
- **Any proposed deviations from the provisions or processes described in the Contract contained in this Proposal, will be approved in writing by Owner and included herein.**

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ATTACHMENT H
EXHIBIT 2

PERFORMANCE AND PAYMENT BOND FORMS

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)

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)

Performance and Payment Bond Attachment

As per Section 5.1.1 of the Texas Uniform General Conditions for Construction Contracts with Supplementary General Conditions, each bond shall show the name, address and telephone number of the Texas representative of the corporate surety or corporate sureties. Therefore, please provide the following information and return this form with the executed Payment Bond.

Surety Company:

Name: _____

Address: _____

City, State, Zip: _____

Telephone: _____

Texas Representative: *(Agency through which bond is issued)*

Name: _____

Address: _____

City, State, Zip: _____

Telephone: _____