BASE GUARANTEED MAXIMUM PRICE PROPOSAL

We hereby submit to the University of Houston System pursuant to ARTICLE 4 of the Design/Build Agreement by and between the University of Houston System ("Owner") and _____ ("Design/Build Contractor"), dated _____ and numbered _____ (the "Agreement"), a Guaranteed Maximum Price for _____, Project No. _____ (the "Project"), based on the Contract Documents (as defined in the Agreement) developed for the Project, as follows:

1. **Cost of the Work:** A Not-to-Exceed amount for the reimbursable Cost of the Work.

   Provide detailed breakdown by Project element, including any allowance(s) and scheduled value, in the form of the Standard Schedule of Values (attached).

2. **Construction Phase Fee**: The product of the Construction Phase Fee Percentage (%) times the Cost of the Work (item 1, above).

3. **General Conditions:** Total, not-to-exceed amount for General Conditions items.

   Provide itemized breakdown in the form of Exhibit E to the Agreement.

4. **Construction Contingency**: Total, not-to-exceed amount to be utilized in accordance with Sections 4.1.2 and 4.2 of the Agreement.

Unexpended balances shall revert to Owner as Savings.

TOTAL: **$0.00**

This figure shall be the Guaranteed Maximum Price (GMP) that we hereby guarantee to Owner. Attached is a breakdown showing the dollar amount allocated to each item, all of which totals the GMP amount, and a general description of the Project with items included and excluded in the GMP pursuant to the Agreement.

APPROVED AND ACCEPTED ALTERNATES (if Applicable)

1. **Cost of the Work:** A Not-to-Exceed amount for the reimbursable Cost of the Work.

   Provide detailed breakdown by Project element, including any allowance(s) and scheduled value, in the form of the Standard Schedule of Values (attached).

2. **Construction Phase Fee**: The product of the Construction Phase Fee Percentage (%) times the Cost of the Work (item 1, above).

3. **General Conditions:** Total, not-to-exceed amount for General Conditions items.

   Provide itemized breakdown in the form of Exhibit E to the Agreement.

4. **Construction Contingency**: Total, not-to-exceed amount to be utilized in accordance with Sections 4.1.2 and 4.2 of the Agreement.

Unexpended balances shall revert to Owner as Savings.

TOTAL: **$0.00**

This figure shall be the Guaranteed Maximum Price (GMP) for the approved and accepted alternates that we hereby guarantee to Owner. Attached is a breakdown showing the dollar amount allocated to each item, all of which totals the GMP amount, and a general description of the Project with items included and excluded in the GMP pursuant to the Agreement.

GUARANTEED MAXIMUM PRICE PROPOSAL
(Base Proposal with Approved and Accepted Alternates)

1. **Cost of the Work:** A Not-to-Exceed amount for the reimbursable Cost of the Work.

   Provide detailed breakdown by Project element, including any allowance(s) and scheduled value, in the form of the Standard Schedule of Values (attached).

2. **Construction Phase Fee**: The product of the Construction Phase Fee Percentage (%) times the Cost of the Work (item 1, above).

3. **General Conditions:** Total, not-to-exceed amount for General Conditions items.

   Provide itemized breakdown in the form of Exhibit E to the Agreement.

4. **Construction Contingency**: Total, not-to-exceed amount to be utilized in accordance with Sections 4.1.2 and 4.2 of the Agreement.

Unexpended balances shall revert to Owner as Savings.

TOTAL: **$0.00**

Design/Build Contractor hereby guarantees to Owner that this figure shall be the Guaranteed Maximum Price (GMP) inclusive of accepted and approved alternates. Attached is a breakdown showing the dollar amount allocated to each item, all of which totals the GMP amount, and a general description of the Project with items included and excluded in the GMP pursuant to the Agreement.

Witness:

By: _____

Name:

Title:

Date: _____

DESIGN / BUILD CONTRACTOR

By: _____

Name:

Title:

Date of Signature: _____

signatures continue on following page

NOTE: When invoicing, please refer to Contract No. _____ and Account No. _____.

Modification of this form requires approval of OGC.

Approved:

THE UNIVERSITY OF HOUSTON SYSTEM

By: _____
Name:
Title:
Date: _____

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