

## EXHIBIT A

### Final Guaranteed Maximum Price Proposal Form

1. In accordance with Section 2.2 of the Agreement by and between Regents of the University of Minnesota (“University”) and \_\_\_\_\_, (“Construction Manager”) dated \_\_\_\_\_, 20\_\_\_\_ (“Agreement”), Construction Manager hereby submits for the University’s use and benefit a Guaranteed Maximum Price (“GMP”) for the (“Project”), project number \_\_\_\_\_, of \_\_\_\_\_ and \_\_\_\_\_ /100 Dollars (\$ \_\_\_\_\_), which includes the Cost of the Work as defined in the Agreement, and the Construction Manager’s Fee, if any.

2. The GMP is based on and incorporates the following attached documents:

Attachment A – Schedule of Values (Breakdown of Price)

Attachment B – Updated Critical Path Project Schedule

Attachment C – Description of the Scope of Work and Design Intent

Attachment D – Description of Energy Conservation Measures and Techniques incorporated into the Project, if applicable

Attachment E – Schedule of proposed variances to the University’s Standards and Procedures for Construction, if any, including a statement of the benefits of or justifications for the proposed variances and the impact of the proposed variances on the cost, schedule or quality of the Project

Attachment F – A statement indicating which portions of the Project are to be commissioned and a description of the commissioning process for each, if any

Attachment G – A Project directory including all contractors, subcontractors, and suppliers

Attachment H – List of wage rates for management, engineers, laborers, trades, and all others performing the Work

Attachment I – A list of drawings and specifications, including the following:

- .1 Preliminary design drawings, consisting of exterior and interior perspective sketches or elevations, and other drawings or graphics necessary to describe the character of the Project, including any features likely to have a significant impact on cost, use or appearance of the project;
- .2 Site plans, illustrating building location relative to the campus and abutting rights-of-way, landscape architecture, site drainage, site utilities, plazas, parking lots and other exterior improvements, if any;
- .3 Floor plans (including layout of the built-in furniture, fixtures and equipment);
- .4 Drawings delineating the structural, mechanical and electrical systems including utility layouts and connections;
- .5 Drawings of the major building sections;
- .6 Drawings of building details;
- .7 Written outline specifications; and
- .8 Other documents required to fix and describe the size, quality and character of the Project, its architectural, structural, mechanical and electrical systems and the materials and such other elements of the Project as may be appropriate.

Attachment J – Allowances, if any, and a statement of their basis

Attachment K – Construction Contingency, if any

Attachment L – Clarification and Assumptions, if any

Attachment M – Alternates, if any, including proposed adjustments in the Guaranteed Maximum Price and Project Schedule if Owner elects to accept the alternate

Attachment N – Unit Prices, if any, and assumptions about anticipated unit quantities

Attachment O – Long-lead-time items, if any, including any restocking charge or other similar charge

Attachment P – List those portions of the Work the Construction Manager proposes to perform with its own force and the Work the Construction Manager proposes to perform with Subcontractors hired by the Construction Manager

3. The date of Substantial Completion is \_\_\_\_\_, 20\_\_.

4. Liquidated damages, if any, for Construction Manager's failure to complete the Project on or before the date of Substantial Completion are as follows: \$ \_\_\_\_\_/day, not to exceed \$ \_\_\_\_\_. University and Construction Manager agree that Construction Manager's failure to complete the Project on or before the date of Substantial Completion will cause serious and substantial damage to University that is not readily ascertainable, and that University's actual damages would be very difficult if not impossible to prove. University and Construction Manager, therefore, agree that the sum stipulated above is a reasonable estimate of the probable actual damages that the University will suffer.

**UNIVERSITY**

**CONSTRUCTION MANAGER**

\_\_\_\_\_  
*(signature)*

\_\_\_\_\_  
*(signature)*

\_\_\_\_\_  
*(printed name and title)*

\_\_\_\_\_  
*(printed name and title)*

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

