

EXHIBIT D

Final Guaranteed Maximum Price Proposal Form for Design-Build

1. In accordance with Sections A.3.2.5 and A.15 of the agreement by and between Regents of the University of Minnesota (“University”) and _____, (“Design-Builder”) dated _____, 20____ (“Agreement”), Design-Builder hereby submits for the University’s use and benefit a Guaranteed Maximum Price (“GMP”) for the _____ (“Project”), project number _____, of _____ dollars (\$ _____), which includes the Cost of the Work as defined in Exhibit B of the Agreement, and the Design-Builder’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 – 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 Design-Builders and contractors

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

Attachment I – Design Documents at design development level 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

Attachment K – Clarification and Assumptions, if any

Attachment L – Alternates, if any

Attachment M – Unit Prices, if any

3. The date of Substantial Completion is _____, 20__.

4. Liquidated damages, if any, for Design-Builder's failure to complete the Project on or before the date of Substantial Completion are as follows: \$ /day, not to exceed \$. University and Design-Builder agree that Design-Builder'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 Design-Builder, therefore, agree that the sum stipulated above is a reasonable estimate of the probable actual damages that the University will suffer.

UNIVERSITY

Design-Builder

(signature)

(signature)

(printed name and title)

(printed name and title)

Date

Date