

[CMR LETTERHEAD]

Texas Facilities Commission
1711 San Jacinto Blvd., 4th Floor
Austin, Texas 78701

Attn: [INSERT]
Project Manager
Facilities Design & Construction Division

Re: TFC Contract No. xx-xxx-xxx
TFC Project No: xx-xxx-xxxx
Project Name: [INSERT]

Dear [INSERT]:

Pursuant to Paragraph 2.2.1.5.3 of that one certain *Construction Manager-at-Risk Contract by and between the Texas Facilities Commission and [INSERT]*, dated [INSERT] (the “CMR Contract”), please accept this letter and the accompanying binder, which includes the documents identified below, as our Guaranteed Maximum Price Proposal (“GMP Proposal”).

Our proposed Guaranteed Maximum Price for Bid Package No. 1 is [INSERT] and **No/100 Dollars (\$[INSERT]).**

The following documents that are enclosed in this binder constitute a part of the GMP Proposal:

1. **TAB 1:** a list of the Drawings and Specifications that were used in preparation of this Guaranteed Maximum Price Proposal including all addenda thereto, a digital copy of which list and the Drawings and Specifications shall be incorporated into the Contract by reference for all purposes in .pdf format on the CD and labeled therein as “Exhibit I” and “Exhibit J”, respectively;
2. **TAB 2:** the C&A created by us in the preparation of this Guaranteed Maximum Price Proposal, including any assumptions, a digital copy of which C&A shall be incorporated into the Contract by reference for all purposes in .pdf format on the CD and labeled therein as “Exhibit K”;
3. **TAB 3:** a Statement of Guaranteed Maximum Price that includes, at a minimum, statements that separately identify the following costs: (i) the Pre-Construction Management Fee; (ii) the General Conditions Fee; (iii) the Cost of the Work enumerated, at a minimum, in categories by CSI specification number and including all allowances and the CMR Contingency; (iv) the Construction Management Fee; and (v) the TFC Controlled Contingency, a digital copy of which statement shall be incorporated into the Contract by reference for all purposes in .pdf format on the CD and labeled therein as “Exhibit L”;

4. **TAB 4:** a Statement of the Date of Proposed Substantial Completion upon which the proposed Guaranteed Maximum Price is based, a digital copy of which statement shall be incorporated into the Contract by reference for all purposes in .pdf format on the CD and labeled therein as “Exhibit M”;
5. **TAB 5:** the Work Progress CPM Schedule, a digital copy of which shall be incorporated into the Contract by reference for all purposes in .pdf format on the CD and labeled therein as “Exhibit N”;
6. **TAB 6:** Updated List of Project Manager and Subcontractors (a digital copy of which shall be incorporated into the Contract by reference for all purposes in .pdf format on the CD and labeled therein as “Exhibit Q”); and
7. **TAB 7:** Revised HUB Subcontracting Plan, which is hereby submitted for approval, and upon approval, a digital copy shall be incorporated into the Contract by reference for all purposes in .pdf format on the CD, labeled therein as “Exhibit T”, and substituted for the original approved HUB Subcontracting Plan.

The deadline on which the Guaranteed Maximum Price Proposal will automatically expire without further notice is [INSERT].

We acknowledge that at or prior to the execution of the Guaranteed Maximum Price Amendment, and pursuant to Paragraph 2.2.1.5.13 of the Contract, the following additional items must be submitted to TFC for review and approval:

1. the Schedule of Values in accordance with Section 10.1 of the UGC;
2. all proof of insurance as required by the Contract; and
3. a safety plan as specified in Section 7.1 of the UGC, and the designation of a qualified and experienced safety representative at the Site whose duties and responsibilities shall be, at a minimum, the prevention of accidents and the maintenance and supervision of said safety plan.

[signature block]