

REQUEST FOR PROPOSALS (RFP)
CONSTRUCTION MANAGEMENT, STRUCTURAL ENGINEERING,
DESIGN, DEMOLITION AND CONSTRUCTION

BUILDING 3
CENTENNIAL PLAZA, GULFPORT, MISSISSIPPI
February 11, 2013

Glastonbury Gulfport LLC (the "Developer") invites experienced and qualified firms to submit proposals for construction management, structural engineering, demolition, fabrication, design and construction related to the interior of Building 3 at Centennial Plaza.

Project Background & Purpose:

Centennial Plaza was constructed in the 1920s and operated by the United States Veterans Administration as a VA Hospital. It is located in Gulfport, Mississippi along the Mississippi Sound. Its strategic location along Mississippi Highway 90 provides easy access to downtown Gulfport, panoramic views of the Gulf Coast, and endless stretches of undeveloped beach. The property consists of 60 developed acres and includes ten historic and vacant buildings comprising approximately 350,000 square feet.

The property is owned by Gulfport Redevelopment Commission (the "GRC"), the Urban Renewal Agency of the City of Gulfport, Mississippi (the "City"). In May 2012, the GRC entered into a long term lease with Glastonbury Gulfport LLC to serve as the property's developer responsible to manage, operate, improve, and sublease existing buildings and parcels, as well as construct and sublease potential new buildings.

Building Number 3 is 30,632 Square Feet. It was constructed in 1923

Building 3 is prominently situated along the West side of the Parade Ground. It is comprised of two stories.

The structure is a Mission-style (tile brick and poured concrete) building with an exterior dryvit treatment. The main building is two stories with a gable roof covered with tiles. The primary façade faces east and has a slightly projecting central pavilion capped with a stepped parapet where the main entry door is located. There are projecting pavilions with hipped roofs covered in tiles toward the north and south ends of the building. There are entrance doors with decorative iron rails in the corners where the pavilions intersect the main façade. The north façade is unadorned. On the south end there is a small wing with floor to ceiling replacement windows. The west façade has a central two story flat roofed-projecting pavilion attached to a small flat roofed one story wing. Larger two story flat roofed projecting pavilions flank the center pavilion.

Historic Plans of the building are available on line at <http://www.gulfport-ms.gov/EconDev/EGHardy/BUILDINGS%203%20AND%204.pdf> and at <http://www.gulfportcentennialplaza.com/> DATA ROOM.

A recently drafted “as is” plan is attached to this RFP as Exhibit A. Developer makes no representation as to the accuracy of the Historic Plans that may be available on-line.

The selected Respondent’s final structural engineering, demolition, fabrication, design and construction plans of the interior and associated alterations to the existing building must meet all applicable building and safety codes, be environmentally sound, provide for a safe working environment both during construction and afterward, and respect the historic architectural character of the building.

Design & Construction Program Requirements:

The following program objectives and specifications were developed in conjunction with potential users.

Respondents should be aware of the intended objectives in determining the building renovation:

- a. the removal of the greatest number of vertical columns to allow for an open floor plan with the flexibility for office and meeting spaces unencumbered by columns, including if recommended the removal in its entirety (or partially) of the second floor of the Building;
- b. the most cost effective way to perform item a above;
- c. existing facades, roof, windows and historical elements of the Building must be maintained;
- d. the future construction of office spaces, meeting rooms, ancillary break rooms, etc all with adequate lighting, heating air conditioning and soundproofing;
- e. the future installation of efficient, fully functional, and up-to-date ventilation, mechanical, electrical and plumbing systems, providing for efficient air quality;
- f. if the second floor is removed, the possible construction of balcony space to be accessed by existing stairways to be used for light storage, breakout rooms, etc.
- g. the design should incorporate a cost effective approach, fully considering life cycle analysis in selection of materials and systems;
- h. All work shall comply with all applicable local, state and federal regulations including the most recently adopted Building Code and Fire Code.

GENERAL INFORMATION

Qualifications of Respondents:

Respondents are expected to show recent experience in structural engineering and design and

construction of similar facilities and related infrastructure. Of particular importance will be evidence of proven ability to design and build successful projects feasibly and expeditiously. To enable to the Developer to evaluate a Respondent's qualifications and financial capacity, each Respondent shall furnish the following information:

- a. The address and description of the Respondent's place of business.
- b. A list of staff available and their qualifications for the project.
- c. A list of proposed sub consultants and subcontractors and their qualifications for the project.
- d. A list of all relevant projects underway or completed during the previous four (4) years including the original estimated contract value, completed costs and the names and contact information of all project owners or their agents.
- e. A statement regarding any past, present or pending penalties or litigation with an owner or governmental regulatory agency.
- f. Sufficient documents to ensure that the firm is in compliance with all relevant State and Federal laws.

Performance and Pricing:

The Developer expects the Contractor to provide structural design (including architectural, civil and structural engineering), fabrication, delivery, and construction necessary to provide a well built, code-compliant, enclosed, weather-tight building by the end of March, 2014.

The Responses shall contain a binding, not-to-exceed, itemized cost proposal for accomplishing the above, and shall represent all fees, and anticipated reimbursable expenses. All reimbursable expenses must be reflected by category in the form of a not-to exceed allowance per category.

The Respondent is to submit a General Conditions and Fee cost proposal for the construction (the "Work") based on the documents and information received through this RFP and mandatory site visits. The cost proposal shall include; all labor, materials, equipment, transportation, overhead, profit, taxes, and insurance required to complete the Work. Furthermore, the Respondent understands that the documents presented in the Exhibits are incomplete. The Respondent shall use its knowledge and experience from constructing similar projects to estimate the complete General Conditions costs and fees required.

The Construction Manager shall use good faith efforts and to require all of its contractors and subcontractors to use good faith and nondiscriminatory efforts to provide either joint venture partnerships, sub-consulting and/or sub-contracting opportunities for disadvantaged business enterprises (collectively, M/W/DS-BEs and/or DBEs).

Proposals must be guaranteed for ninety (90) days from the date of receipt.

Review and Selection of Proposals:

The Developer may reject any or all of the proposals on any basis and without disclosure of a reason. The failure to make such a disclosure shall not result in accrual of any right, claim

or cause of action by any unsuccessful Respondent against the Developer or GRC. Failure by a Respondent to submit all information called for may be sufficient for disqualification.

Award will not be made solely on the basis of the cost of services. Evaluation factors to be considered, in addition to cost, shall be:

Specific experience with similar projects on the part of the Respondent, of proposed subcontractors, and any other members the Respondent's proposed team

Background and experience of professionals to be assigned to the project

Engineering and structural design appropriate to the scope of this RFP

Other factors as set forth in this RFP.

Proposals shall include a list and descriptive summary (with photographs) of similar projects accomplished by the Respondent, the dates of completion of these projects, names and contact information of any subcontractors engaged by the Respondent, and names and contact information of the respective clients. The Developer may make such investigations, as it deems necessary, to determine the ability of each Respondent to satisfactorily perform the work. The Respondent shall furnish such additional information for this purpose as requested by the Developer. The Developer reserves the right to reject any proposal if the information submitted by, or investigation of, such firm fails to satisfy the Developer that the firm is properly qualified to complete the work satisfactorily.

The Developer reserves the right to negotiate with one, several, or none of the firms responding to this RFP.

All Respondents must comply with all applicable OSHA, ADA, and Equal Employment Opportunity laws, regulations, and codes, as well as all others pertaining to building construction.

Contract and Method of Payment:

Construction contracts/payment applications/change orders will be via AIA format.

Ownership of Plans:

The Developer and GRC shall own all plans, specifications, and other documents developed by the respondents.

Indemnification:

Professional Liability Indemnification: The Contractor shall agree to defend, indemnify and hold harmless the Developer, the City, GRC and all of their officers, agents, commissioners and employees from and against claims, liabilities or suits arising from (or which may be claimed to arise from) any negligent acts or omissions of the Contractor or its subcontractors in the performance of professional services covered by this Agreement. Notwithstanding the

foregoing, nothing herein shall be deemed to constitute a waiver of any sovereign immunity of the City or GRC, which immunity is hereby reserved by the City and GRC.

Insurance: Insurance requirements are detailed in Exhibit B of this RFP.

Before the start of any work, the Contractor shall submit a proposed Certificate of Insurance with the Developer reflecting the coverage and limits of liability contained in such Exhibit and naming the Developer, the City and the GRC as additional insureds.

Any subcontractors are the agents of the Contractor and not the Developer. Subcontractors are subject to the same insurance criteria as the Contractor.

Additional Projects

It is anticipated that the Developer will issue subsequent RFP's for additional building at Centennial Plaza. The successful Respondent will have an early opportunity to bid on additional projects at Centennial.

Site Visits

To arrange for site visits please contact:

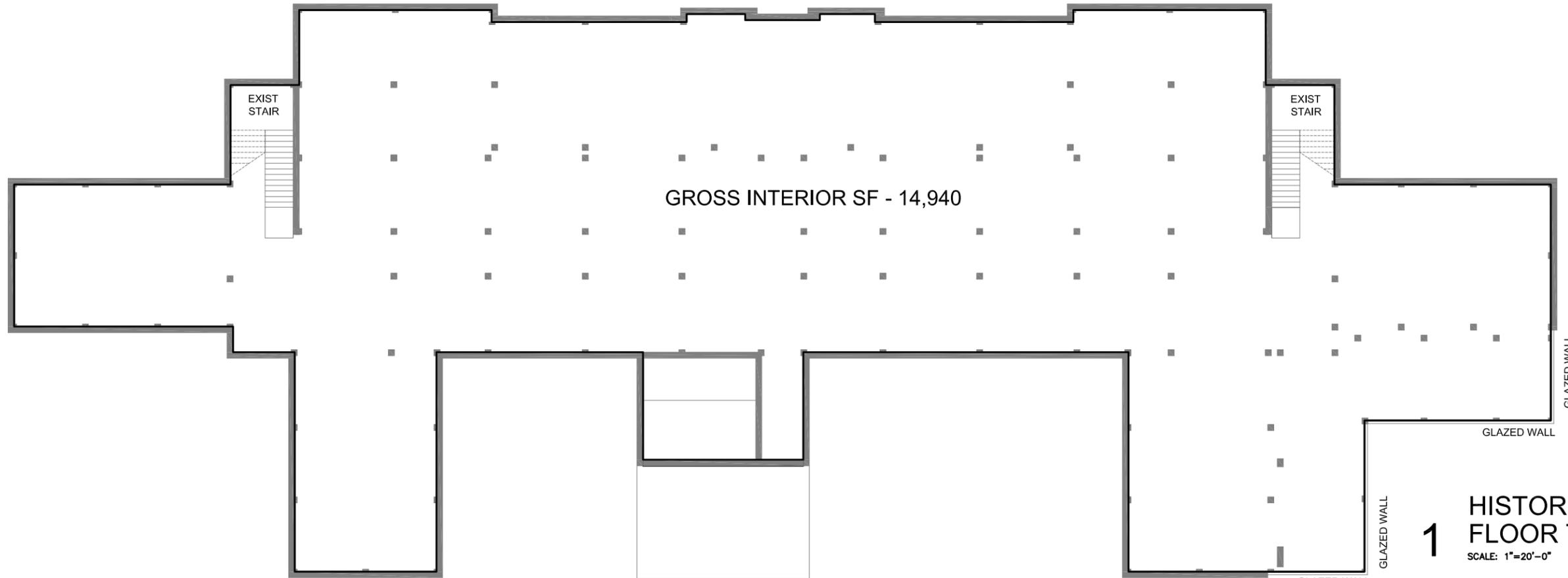
Timothy Casano
Coldwell Banker Alfonso
625 Courthouse Road
Gulfport, MS 39507
timothy.casano@coldwellbanker.com
228-209-7428

Submittals

Hard copies of all Proposals must be received no later than **Friday, March 29, 2013**. Proposals will not be opened publicly; however, all Respondents responding to this RFP will be promptly notified of the contract award. Proposals should be sent to:

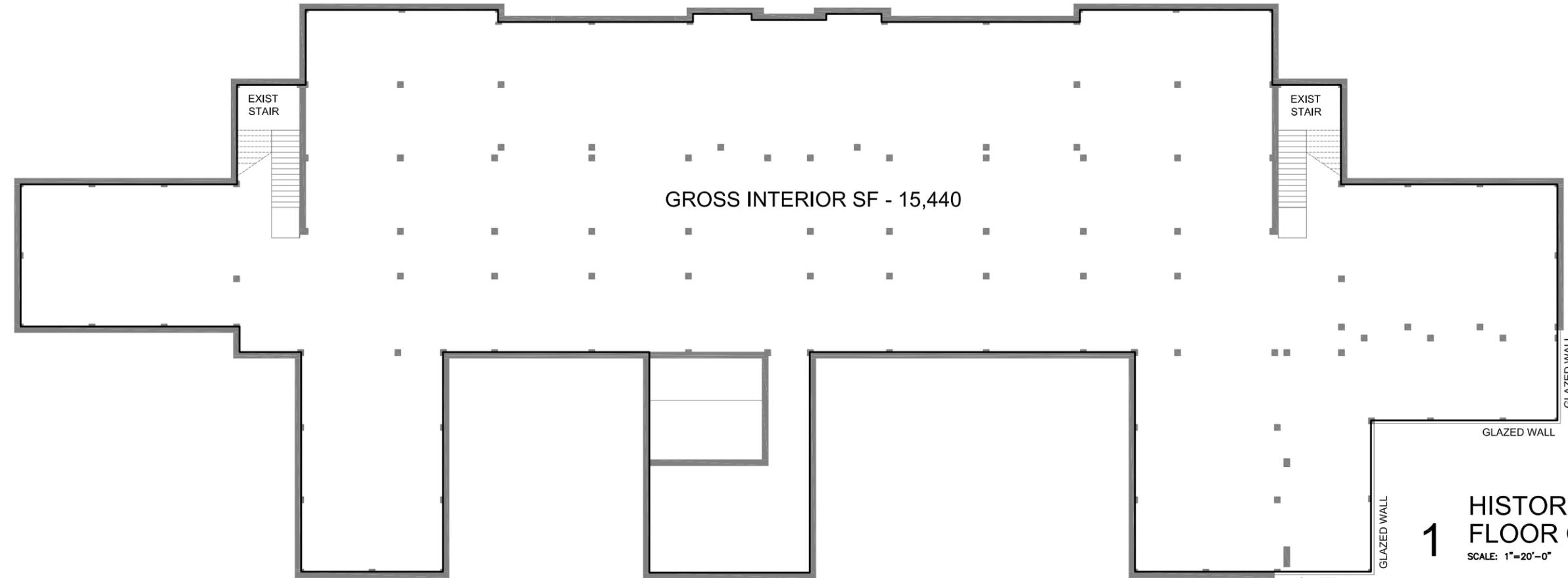
Glastonbury Gulfport LLC
c/o Glastonbury Capital LLC
245 Park Avenue
39th Floor
New York, New York 10017

EXHIBIT A



GROSS INTERIOR SF - 14,940

1 HISTORIC VA
FLOOR TWO
SCALE: 1"=20'-0"



GROSS INTERIOR SF - 15,440

1 HISTORIC VA
FLOOR ONE
SCALE: 1"=20'-0"

EXHIBIT B

lightning, tornado and hail, boiler and machinery and electrical injury coverage, on the applicable Improvements and all alterations, extensions and replacements thereof, for the full replacement cost at the time of the loss, including any increased cost of construction (but excluding foundations and footings) and without reduction for depreciation, of the Premises, and applicable endorsements or policies covering debris removal, all naming Lessor as a loss payee as its interest may appear. The determination of the full replacement cost amount shall be adjusted annually to comply with the requirements of the insurer and Lessor. In addition, each policy shall contain inflation guard coverage and a waiver of co-insurance provisions. Lessee hereby releases Lessor and its Affiliates from any and all liability for damage or loss to the Premises and all alterations, extensions and replacements thereof, regardless of whether such damage or loss is caused by the negligence of Lessor, its employees, agents or independent contractors, without regard to the amount of insurance proceeds recovered from Lessee's insurer. The maximum deductible shall be \$25,000 unless otherwise consented to by Lessor. Lessor will consider adjusting the maximum deductible from time to time based on reasonable and customary practice in the area.

13.4 FEMA. If the applicable Improvements or any part thereof is situated in an area designated by the Federal Emergency Management Agency ("FEMA") as a special flood hazard area (Zone A or Zone V), then upon commencement of construction on the applicable Improvements, Lessee shall maintain flood insurance on said Improvements in an amount equal to: (a) the maximum insurance available under the appropriate National Flood Insurance Administration or equivalent program plus (b) such excess limits as Lessor may require. The maximum deductible shall be the minimum amount as required by FEMA or other applicable Requirements. Excess flood coverage must include business income (loss of rents) insurance in amounts sufficient to compensate Lessor for all rents and profits from existing Lessees as evidenced by a current rent roll for a period of eighteen (18) months.

13.5 Employer's Liability. Upon approval of the Development Plan by Lessor, Lessee, at its expense, shall maintain continuously in force at all times during the Term to the extent Lessee has any employees, Workers' Compensation Insurance in accordance with all applicable Requirements, including Employer's Liability Insurance, in the minimum amount of \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee. Notwithstanding applicable statutory exemptions, Workers' Compensation Insurance shall be maintained regardless of the number of employees employed by Lessee or the type of work performed.

13.6 Business Interruption. From and after the Commencement Date, Lessee shall, at its expense and if available, maintain business income (loss of rents) insurance in amounts sufficient to compensate Lessee for the greater of (i) gross revenues for twelve (12) months, or (ii) six (6) months of operating expenses including debt service and Rent and containing an extended period of indemnity endorsement which provides that after the physical loss to any of the Improvements and personal property has been repaired, the continued loss of income will be insured until such income either returns to the same level it was at prior to the loss, or the expiration twelve (12) months from the date that the Improvements and Lessee's personal property are repaired or replaced and operations are resumed, whichever first occurs, and

notwithstanding that the policy may expire prior to the end of such period. The amount of coverage shall be adjusted annually to reflect the rents and profits or income payable during the succeeding twelve (12) month period.

13.7 Automobile Insurance. From and after the Effective Date, Lessee shall, if applicable, maintain Comprehensive Automobile Liability Insurance including all owned, hired, leased, assigned and non-owned vehicles, with a minimum combined single limit of \$500,000 per accident.

13.8 Terrorism Coverage. From and after the Commencement Date, Lessee shall maintain insurance coverage against loss or damage to persons and property by reason of any certified or non-certified act of terrorism in terms consistent with the provisions hereof to the extent such coverage is commercially reasonably available.

13.9 Garage Keepers. From and after the Commencement Date, Lessee shall, if applicable, maintain Garage Keepers Legal Liability Insurance to cover the following exposures with respect to any and all valet spaces and related services in any parking facility located on the Parcel with limits of not less than \$1,000,000 (which Lessee may satisfy by requiring the applicable parking management company to obtain and maintain such coverage pursuant to the requirements hereof): (i) fire and explosion, (ii) theft (of an entire car), (iii) riot, civil commotion, malicious mischief and vandalism. The maximum deductible shall be \$2,500.

13.10 Excess Liability. From and after the Effective Date, Lessee, at its expense, shall maintain continuously in force at all times during the Term, excess liability insurance in compliance with the following:

(a) Injury/Property \$10,000,000 per occurrence.

(b) The policy shall be written on either an excess form or umbrella form above the coverages described in the Employer's Liability, Commercial General Liability and Automobile Liability above. The policy also is to provide a "drop down" feature in case the limits of the primary policy are exhausted.

(c) A combination of primary commercial general liability policies and excess/umbrella policies can be used to achieve the required limits of \$15,000,000.

All of the policies required to be maintained in this Article are collectively referred to as "Lessee's Policies."

13.11 Requirements of Lessee's Policies.

(a) Lessee shall, as of the dates of coverage required under this Article 13, deliver to Lessor evidence that said insurance policies have been prepaid as required above with original certificates signed by an authorized agent of the applicable insurance companies evidencing such insurance satisfactory to Lessor. Lessee will deliver certified copies of such

policies and endorsements to Lessor within sixty (60) days of the effective date required for such coverage under this Article 13. Lessee shall renew all such insurance and shall deliver to Lessor certificates, binders, endorsements or other documentation acceptable to Lessor evidencing such renewals at least fifteen (15) days before any such insurance shall expire. Lessee further agrees that each such insurance policy: (i) shall provide for at least thirty (30) days prior written notice to Lessor prior to any policy reduction or cancellation for any reason other than non-payment of premium and at least ten (10) days prior written notice to Lessor prior to any cancellation due to non-payment of premium; (ii) shall contain an endorsement or agreement by the insurer that any loss shall be payable to Lessor or its Affiliates in accordance with the terms of such policy notwithstanding any act or negligence of Lessor, Lessee or any other Person which might otherwise result in forfeiture of such insurance; (iii) shall waive all rights of subrogation against Lessor and its Affiliates; (iv) include standard non-contributory clauses naming Lessor, Permitted Mortgagee and any designated Affiliates of either, (v) in the event that any portion of the Premises constitutes a legal non-conforming use under applicable Improvements' zoning or land use laws or ordinances, shall include an ordinance and law coverage endorsement which will contain Coverage A: "Loss Due to Operation of Law" (with a minimum liability limit equal to Replacement Cost with Agreed Value Endorsement), Coverage B: "Demolition Cost" and Coverage C: "Increased Cost of Construction" coverages in amounts as required by Lessor; and (vi) may be in the form of a blanket policy, provided that, Lessee hereby acknowledges and agrees that failure to pay any portion of the premium therefor which is not allocable to the Improvements and the Premises or any other action not relating to the Improvements and the Premises which would otherwise permit the issuer thereof to cancel the coverage thereof, would require the Improvements and the Premises to be insured by separate, single-property policies and the blanket policy must properly identify and fully protect the Improvements and the Premises as if a separate policy were issued for one hundred percent (100%) of replacement cost at the time of loss and otherwise meet all of Lessor's applicable insurance requirements set forth in this Article 13. Approval of any insurance by Lessor shall not be a representation of the solvency of any insurer or the sufficiency of any amount of insurance. In the event Lessee fails to provide, maintain, keep in force or deliver and furnish to Lessor the policies of insurance required by this Lease or evidence of their replacement or renewal as required herein, Lessor may, but shall not be obligated to, procure such insurance and Lessee shall pay as an Additional Amount all amounts advanced by Lessor therefor, together with interest thereon at the Interest Rate from and after the date advanced by Lessor until actually repaid by Lessee, promptly upon demand by Lessor. Lessor shall not be responsible for nor incur any liability for the failure of the insurer to perform even though Lessor has caused the insurance to be placed with the insurer after failure of Lessee to furnish such insurance. Lessee shall not obtain insurance for the Premises in addition to that required by Lessor without the prior written consent of Lessor, which consent will not be unreasonably withheld provided that: (i) Lessor and its Affiliates are either a named insured or loss payee on such insurance, as appropriate, (ii) Lessor receives complete copies of all policies evidencing such insurance, and (iii) such insurance complies with all of the applicable requirements set forth herein.

(b) Without limiting or modifying the requirements set forth in this Article 13, Lessee must at all times maintain such insurance coverage as is required by a Permitted Mortgage.

(c) None of the requirements contained herein as to types and limits of insurance coverage to be maintained by Lessee is intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Lessee. Notwithstanding requirements in agreements between Lessee and any third parties, Lessor shall have no responsibilities for insurance deductibles or self-insured retentions.

(d) Lessee agrees, upon written request of Lessor, to increase the minimum limits of the Commercial General Liability, Casualty Insurance and Excess Liability insurance coverages set forth above and to modify the required insurance coverages, from time to time as reasonably necessary in order to reasonably protect the interests of the parties insured thereby.

13.12 Contractor Insurance Requirements. Lessee shall cause its general construction contractor and all of its operating contractor(s) performing any services in or about the Premises at any time during the Term to maintain in effect at all times during the full term of such work, insurance coverage in accordance and full compliance with all of the requirements set forth in this Article 13 and shall include appropriate endorsements to cover all sub-contractors performing services or work in connection with the Development. During the period of any construction, renovation or alteration of or addition to the existing Improvements which exceeds the lesser of ten percent (10%) of the principal amount of the indebtedness secured by any Permitted Mortgage or \$100,000, at Lessor's request, a completed value, "All Risk" Builder's Risk form or "Course of Construction" insurance policy in non-reporting form, in an amount approved by Lessor, may be required.

13.13 Insurer. The insurance provided for pursuant to this Article shall be effected under a valid and enforceable policy or policies issued by insurers of recognized responsibility authorized to do business in the State of Mississippi and which have and maintain a claims paying ability rating of "A" or better by Standard & Poor's (or equivalent acceptable to Lessor). All policies shall be for terms of at least one year, with premium prepaid. Such policies may be carried under a blanket policy so long as the coverage afforded is no less than that required under this Article and contains a "per location aggregate" in the applicable amounts set forth above.

13.14 Evidence of Coverage. Binders or certificates evidencing such coverage in a form acceptable to Lessor shall be delivered to Lessor prior to Lessee's use of the Parcel or any commencement of construction relating to the Premises. Copies of all executed policies of insurance, including endorsements shall be delivered to Lessor within sixty (60) days of delivery of the binders or certificates referenced above. Lessee shall deliver to Lessor evidence of Lessee's Policies at all times during the Term.