

GENERAL CONTRACTOR PROPOSAL

Texas Windstorm Insurance Association

**31,456 RSF
Parkway at Oak Hill
4801 Southwest Parkway
Building I, Suite 200**

4-22-22



**Jones Lang LaSalle
Project and Development Services
1703 W 5th Street
Suite 850
Austin, TX 78703**

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1. PROJECT INFORMATION

PROJECT NAME: Texas Windstorm Insurance Association – New Location Project

PROJECT DESCRIPTION:

The Texas Windstorm Insurance Association (TWIA) is an association of property insurers created pursuant to Chapter 2210 of the Texas Insurance Code. TWIA insures against losses due to windstorm and hail in certain designated areas of Texas.

TWIA has leased 31,456 RSF of space at 4801 Southwest Parkway, known as Parkway at Oak Hill. The space is second generation and has been leased in As Is conditions. TWIA will occupy this space with changes to the existing layout to meet their program needs. To minimize expense costs outside of the TI Allowance, all efforts will be made to reuse as much as possible within the existing conditions of Oak Hill, including partitions, ceilings, and MEP.

TWIA has requested an occupancy date by end of year 2022 to meet the lease expiration of their current space and new lease commencement date of January 1, 2023.

PROJECT TEAM:

Client: Texas Windstorm Insurance Association

Client Representative: JLL Project and Development Services
Kendall Kovar
Kendall.Kovar@am.jll.com

Architect: Sixthriver

MEP Engineer: Hollingsworth Pack

Civil Engineer: Cude Engineers

RFP CRITICAL DATES:

| | |
|------------------------------|-------------------|
| RFP DISTRIBUTION: | 4/22/22 |
| SITE WALK: | 4/28/22 |
| RFP RFI's DUE: | 4/29/22 |
| RFP DUE: | 5/6/22 |
| AWARD: | 5/10/22 – 5/12/22 |
| FINAL CONTRACT based on CDs: | 7/21/22* |

- GC to provide feedback on procurement deadlines throughout design completion to maintain occupancy date

PROJECT SCHEDULE:

| Task Name | Duration | Start | Finish |
|--|-----------------|--------------------|---------------------|
| DESIGN | 68 days | Tue 3/8/22 | Thu 6/9/22 |
| Construction Documents | 23 days | Tue 5/10/22 | Thu 6/9/22 |
| Civil Design | 2 wks | Tue 5/10/22 | Mon 5/23/22 |
| Complete CD's to 100% | 23 days | Tue 5/10/22 | Thu 6/9/22 |
| LANDLORD / BIDDING / PERMITTING | 82 days | Wed 5/11/22 | Thu 9/1/22 |
| Landlord Review | 18 days | Fri 6/10/22 | Tue 7/5/22 |
| Construction Bidding - RFP sent by GC to trades | 52 days | Wed 5/11/22 | Thu 7/21/22 |
| Pre Purchase Packages - Pricing and Cut Pos | 3 wks | Wed 5/11/22 | Tue 5/31/22 |
| Construction Trade Bidding | 2 wks | Fri 6/10/22 | Thu 6/23/22 |
| Bid Leveling & Clarifications | 2 wks | Fri 6/24/22 | Thu 7/7/22 |
| Review Final Proposal | 5 days | Fri 7/8/22 | Thu 7/14/22 |
| Contract Execution | 5 days | Fri 7/15/22 | Thu 7/21/22 |
| Permit - Standard Filing | 73 days | Tue 5/24/22 | Thu 9/1/22 |
| Site Plan Correction/ Exemption | 10 wks | Tue 5/24/22 | Mon 8/1/22 |
| Permit Filing, Approval, Receipt | 12 wks | Fri 6/10/22 | Thu 9/1/22 |
| CONSTRUCTION | 149 days | Tue 5/24/22 | Fri 12/16/22 |
| Submittals and Procurement | 8 wks | Fri 7/22/22 | Thu 9/15/22 |
| Early Release Packages - Lead Time | 16 wks | Wed 6/1/22 | Tue 9/20/22 |
| Early Release Packages - Lead Time - Extended | 24 wks | Wed 6/1/22 | Tue 11/15/22 |
| Generator ATS Procurement | 26 wks | Tue 5/24/22 | Mon 11/21/22 |
| Construction | 86 days | Fri 8/19/22 | Fri 12/16/22 |
| Mobilization & Demo | 2 wks | Fri 8/19/22 | Thu 9/1/22 |
| Construction | 13 wks | Fri 9/2/22 | Thu 12/1/22 |
| Punch List | 1 wk | Fri 12/2/22 | Thu 12/8/22 |
| FF&E Installation | 2 wks | Fri 12/2/22 | Thu 12/15/22 |
| Final Cleaning - Weekend | 1 day | Fri 12/16/22 | Fri 12/16/22 |

2. SCOPE OF SERVICES

Preconstruction/ Design Value Engineering

1. Review and analyze project documents to determine material availability, long lead items, potential areas of trade conflict, construction budgeting and value engineering opportunities.
2. During this time, JLL and the Client will establish all of the management procedures that will be used throughout the duration of the project. These include, but are not limited to, reporting mechanisms, contracts, invoicing and disbursements.
3. Review design elements/materials and make recommendations with respect to cost-effectiveness and consistency with traditional practices.
4. Recommend alternative methods/materials to enhance the schedule, reduce cost, and facilitate construction.
5. Review overall design and make recommendations as it relates to construction feasibility.
6. Provide repeat budgeting, value engineering services and recommendations of design alternatives as requested.
7. Prepare, present, and update construction trade schedule as needed.
8. Provide a procurement list of materials and dates for order entry as needed to maintain the occupancy date.
Items that have long lead times should be identified in the ROM provided in this proposal to help with design and project planning.
9. Finalize list of approved subcontract bidders. Prepare bid schedules, conduct pre-bid conference.
10. Receive at least three (3) bids per trade (NO EXCEPTIONS). Prepare analysis of bids, outlining areas of qualification. Discuss recommendations of bids with the Client. Award Subcontracts.
11. Prepare and present updated detailed estimate of construction costs at the completion of Construction Documents.
12. Attend and participate in regularly scheduled project team meetings.

Construction

13. Upon commencement of construction, the General Contractor shall assume the responsibility for managing, supervising, and coordinating all aspects of the construction project, within its scope, as well as portions of the project that require intersection, coordination with the Client's Vendors.
 - a. Client Vendors to be sourced directly – AV, Security, Furniture
14. Throughout the project, the General Contractor must maintain a team qualified to complete the scope of work including an onsite superintendent. JLL and the Client reserves the right to approve all members of the project team and to request the replacement of a member of the team at their sole discretion.
15. The General Contractor will provide and supervise general condition items. General Condition items will be clearly stated and itemized by the General Contractor in this proposal. All items purchased specifically to satisfy general conditions for this project will be turned over to the Client in good condition, or be properly disposed of, at the conclusion of the project. All applications for payment will be accompanied by complete and comprehensive documentation for anything and everything that is applied for. General Condition items included in pay applications shall be supported with detailed documentation.
16. Administrative responsibilities include:
 - a. Attending weekly progress meetings with the team to ensure that appropriate matters of construction are being considered.
 - b. Prepare and develop an on-site record keeping system that will be of sufficient detail to satisfy an audit. Such records shall include, but shall not be limited to, daily logs, progress schedules, manpower breakdowns (daily by trade), financial reports, quantities, material lists, shop drawing logs, and the like.

- c. Prepare a detailed submittal schedule within adequate advance time for review, approval and use by the Architects/ Engineer. Receive and thoroughly review all shop drawings, cuts, samples, delivery schedules, materials lists, etc., for compliance with the contract documents. Provide comments and assure that each submittal is complete before submitting information to the Architects/Engineer for concurring review and approval.
 - d. Prepare and submit monthly Pay Applications in accordance with requirements set by the landlord. All payments will be made directly from the landlord to the General Contractor out of the TI Allowance. Any fees above and beyond the TI Allowance will be paid by the Client. Prior approval is required for any additional payments. Applications must include but are not limited to:
 - i. General Contractor's invoice
 - ii. Breakdown and schedule of values for each trade and a schedule of values for each component of the total contract amount
 - iii. Fees and costs reimbursable to the General Contractor
 - iv. Partial waiver of lien and an affidavit of payment made by each trade subcontractor.
 - e. Receive, review and challenge all claims and change order requests from the subcontractors in a timely manner in order to allow the Client the right of acceptance prior to execution of work and without an impact to the schedule. Review unit prices, time and material charges and similar items. Preparation and distribution of change orders for the Client approval must be submitted to JLL directly prior to work commencement. All work must be approved in advance or payment is forfeited.
 - f. Review all changes proposed by the Client, and/or Architect's/ Engineer and make recommendations regarding the impact with respect to cost and or schedule.
17. Field responsibilities include:
- a. Managing a safety program and maintaining safety procedures according to local statutes, laws and codes. Daily logs must be maintained documenting weather, manpower on site, work in progress, accidents, and field issues. Team members must inspect all facets of work put in place to ensure that installation is proceeding in accordance with specifications and all local laws on a daily basis.
 - b. Contractor shall be responsible to properly schedule and request building services such as but not limited to: fire sprinkler shut downs, fire life safety system connections, fire watches, etc.
 - c. Conduct no less than weekly scheduled sub-contractor meetings in addition to other required job meetings throughout the construction process. All affected parties, who will discuss procedures, progress, problems, and scheduling and open items, should attend these meetings. Keep precise meeting minutes of all meetings.
 - d. Coordinate all testing and controlled inspections as required by the technical sections of specifications, building ownership, and as required by the building code. Keep an accurate record of all tests, inspections conducted, findings and test reports. Submit final test reports to the project team.
18. Schedule responsibilities include:
- a. General Contractor shall submit a schedule at a minimum the following:
 - i. Long Lead Identification
 - ii. Submittals
 - iii. Provide a well-defined critical path
 - iv. Client provided items
 - v. Mobilization
 - vi. Substantial Completion
 - vii. Punch List
 - viii. Final Completion
 - ix. Close Out

- b. The Contractor is required to utilize standard Microsoft Project for windows for establishing and updating the Project Schedule.
 - i. The Project Schedule shall be sufficiently detailed to accurately depict all the Work necessary to achieve Substantial Completion and Final Acceptance.
 - ii. No activity shall include the Work of more than one Subcontractor. Each activity shall describe what Work is to be accomplished and where. No two activities shall have the same Activity Description.
 - iii. The number of working days for activities shall be based upon Contractor's detailed estimate with adequate allowance for such eventualities as weekends, legal holidays, lost time due to weather, and any special requirements of the Project. All scheduled holidays and/or non-work days shall be incorporated into the schedule.
 - c. Schedule Slippage
 - i. If at any time, Contractor fails to complete any activity by its latest completion date, Contractor will be required, within three days, to submit to JLL a statement as to how it plans to reorganize its work force to return to the current schedule.
 - ii. Contractor shall furnish sufficient labor and equipment to insure the prosecution of the Work in accordance with the approved Project Schedule. If, in the opinion of JLL, Contractor falls behind in the prosecution of the Work as indicated in the Project Schedule, Contractor shall take such steps as may be necessary to improve its progress. JLL may require Contractor to increase the number of shifts, days of work, and/or the amount of plant and equipment, all without additional cost to the Client.
 - iii. If Contractor fails or refuses to implement such measures to bring its Work back to conformity with the accepted Project Schedule, its right to proceed with any or all portions of the Work may be terminated under the provisions of the Contract. However, should the Client permit Contractor to proceed, its permission shall in no way operate as a waiver of its rights nor shall it deprive the Client of its rights under any other provisions of the Contract.
 - iv. Under no circumstances, during the performance of the Work, will the Client assume responsibility for any delays or damages caused by or arising from the actions of Contractor, its employees, agents, officers or Subcontractors or any other Persons for whom Contractor may be legally or contractually responsible.
 - d. Contractor shall effectively manage all overtime required to properly execute the work as an ordinary daytime schedule herein requires. Any overtime bought out by Contractor from any Subcontractor shall be clearly noted in the Subcontractor's schedule of values. Any overtime allowance that has been agreed to in advance in writing by the Client shall be applied for by Contractor with advanced written authorization by the Client.
19. Insurance must be maintained for all subcontractors, suppliers, and vendors (including materials stored offsite) throughout the entire duration of the construction project. Certificates of Insurance must reflect any "additional insured", verbiage required by the Client. Building required insurance requirements can be found under Exhibit B.

Post Construction

- 20. Coordinate and chair all necessary Client-training sessions to be attended by Architect, Engineer, Building Representative and all Representatives required by the Client. Immediately upon completion of training sessions provide detailed and comprehensive meeting minutes (copies of the minutes are to be inserted into the appropriate manuals).
- 21. All closeout documents must be submitted in electronic form (bound form if requested) and delivered to JLL no more than one month after the occupancy date. Retainage for the project will be held until all of the required documentation is accepted by the Client. The close-out package must include the following:

- a. As-built drawings,
- b. Operation and Maintenance Manuals for all components installed in or around the project scope,
- c. All Submittals,
- d. Subcontractor/Supplier Contact Information,
- e. Warranties and Guarantees for all components of the project,
- f. Commissioning,
- g. Training,
- h. Sign Offs from all applicable agencies having jurisdiction over the project, and
- i. Final Waiver of Lien from all subcontractors and suppliers.
- j. Certificate of substantial Completion
- k. Test and Balance Report

3. Contract Documents

1. The General Contractor will construct this project for a Stipulated Lump Sum price.

- a. Pricing provided at this time will be used to evaluate the cost of the project and provide direction of further design review and value engineering. The awarded General Contractor is expected to engage with JLL, Client, and the design team to find the most cost effective approach to completing the project.
- b. All pricing submitted with the RFP response is to be based on received subcontractor pricing. In House/ Internal Pricing is not acceptable. Although a full leveling of received subcontractor pricing is not required at this time, the information should be available if an audit of the project is required. Full back up including individual proposals with material and labor breakdowns for each awarded subcontractor is not required.
- c. The Awarded General Contractor will need to update all sub-contractor pricing for contract execution once Construction Documents are completed. Final pricing will need to have a leveling sheet submitted for all received subcontractor pricing. Full back up including individual proposals with material and labor breakdowns for each awarded subcontractor is not required.

2. Basis of contract will be the following documents:

- a. JLL Request for Proposal terms and exhibits
- b. Proposed General Conditions and Fee
- c. Construction Documents
- d. Schedule

3. General Conditions will include the following but are not limited to:

- a. Salaries or other compensation of General Contractor's officers, directors, and employees at General Contractor's principal office and branch offices, on or off the Project site, and Personnel performing or assisting in the performance and execution of the Work, either on or off the Project site, including but not limited to, project manager(s), general superintendent(s), assistant superintendent(s), field superintendent(s), vice president(s), general laborers, whether as direct employees, Sub consultants, or other third parties hired as independent contractors.
- b. General Contractor's employee "Burden," i.e., applicable taxes, employee benefits, insurance coverage, contributions and assessments required by law, collective bargaining agreements, 401k, travel expenses, and all other payroll burden or other compensation which is customarily paid to or on behalf of personnel of General Contractor. General Contractor represents that any items included in the Burden shall not be separately billed.
- c. Any raises, cost of living adjustments and bonus payments for General Contractor's employees.

- d. All transportation, lodging, meals, reasonable relocation expenses including tax gross-ups, and subsistence expenses of General Contractor's employees incurred in discharge of duties connected with performance of the Work, including travel to and from the homes of Personnel to the Project site.
4. Contractor's Applications for Payment shall be accompanied by the following, all in form and substance satisfactory to the Client and in Compliance with applicable Texas statutes:
 - a. A duly executed and acknowledged Contractor's Sworn Statement showing all contractors with whom contractor has entered into subcontracts, the amount of such subcontract, the amount requested for any subcontractor in the Application for Payment and the amount to be paid to the Contractor for such progress payment, together with similar sworn statements from all subcontractors and, where appropriate, from sub-subcontractors.
 - b. Duly executed conditional Waivers of Mechanics' liens (landlord required example attached as Exhibit E) from contractor and all such subcontractors, establishing payment or satisfaction of the payment requested by contractor at the time of Application for Payment
 - c. Waivers shall be submitted at the time of payment application.
5. Contractor will obtain and pay for all permits, licenses, etc. necessary to complete their work. All contractors (including any subcontractors) will be required to be licensed and bonded as required by any applicable jurisdiction. GC shall include any and all sales & use taxes.

4. RESPONSE PROTOCOL

RFP responses must be submitted, electronically, in one PDF format, organized per the proposal format section below. Pricing should be submitted in excel format on the bid form that is included with the RFP package.

All questions or comments concerning this RFP should be sent electronically to Kendall Kovar no later than 4/29/22. RFP's and pricing are due at 5/6/22 by 5pm.

Site Walkthrough is scheduled for Thursday 4/28. Two representatives from your company are allowed to attend with additional subcontractors. A specified time will be determined for each bidder, with a maximum time of 30 minutes. Ladders will not be provided onsite.

Names of attendees must be submitted to Kendall Kovar no later than Tuesday 4/26.

Please do not contact anyone else regarding this RFP and note that late or incomplete responses are cause for disqualification.

5. PROPOSAL FORMAT

The proposal shall be organized according to the outline give below:

1. *Company Background*
State your company name, contact name, address, telephone, and fax number. Provide a brief history of your firm and state the number of years your firm has been in business and any previous experience with the Client and or the building in which the work is to be performed.
2. *Project Approach*
Identify projects of similar size and scope that your firm has completed. State the qualities and attributes your firm brings to this project that may distinguish it from others.
3. *Organization and Staffing*
Please include resumes of all key project team members. Superintendent and Project Manager selection is critical to the Client, include additional information and focus on the proposed superintendent. Please make us aware of any other projects the team members will be involved with concurrent with this project.
4. *Site Safety and COVID-19 Plan and Procedure*
Include site specific safety plan that complies with all building rules and regulations AND any specialty procedures and protocol related to COVID-19.
5. *References*
Included in your proposal three client references that we may contact regarding your work. If possible, please provide specific examples of “like” projects your firm has completed in the recent past. Project references should be of a similar size and scope of the project described.
6. *Insurance*
Please outline the insurance limits that your firm carries and confirm compliance with building requirements (Exhibit B).
7. *Terms and Conditions*
Exhibit F must be agreed to by the General Contractor. Execute the exhibit and include as a page within your proposal.
8. *Ethics Policy*
Exhibit G must be agreed to by the General Contractor. Execute the exhibit by signing Appendix A on page 16, and include as a page within your proposal.
9. *General Conditions and Fee Proposal*
Fee Proposal MUST be submitted in the provided in the RFP Excel bid form, Exhibit D. ALL site logistics, general conditions and fees need to be accounted for in this bid form. Failure to do so on the provided bid form is means for disqualification. After award, during the hard bid process with sub-contractors, any and all remaining division 1- 16 values are to be the cost of work, with provided back up, in open book format to JLL and the Client. Other details for fee proposal are as follows:
 - General Conditions should be proposed on a per week basis and a lump sum based upon schedule. No additional general conditions will be approved after award unless the project is extended due to Client directives or changes. General conditions will be approved on a per week basis based upon this proposal. Weekly General Conditions rate will hold until January 1st, 2023.
 - Please include any and all insurance costs.
 - Fee percentage will be applied to all divisions of construction, inclusive of all additive and deductive change orders.

10. *Estimate*

Please provide an estimate for the Design package utilizing the RFP Excel bid form, Exhibit D.

11. *Assumptions and Clarifications*

Please provide a document stating all assumptions, clarifications, and exclusions carried within the estimate utilizing the RFP Excel bid form, Exhibit D.

12. *Exceptions*

Provide any exception your firm has to the terms of this RFP and the proposed contract form utilizing the RFP Excel bid form, Exhibit D.

6. EVALUATION CRITERIA

The proposal review process will be private. The basis for selection will include, but not limited to:

1. The understanding the firm has of the purpose and scope of the project and of the work to be accomplished.
2. The firm's general approach and methodology for meeting the requirements of the Project.
3. Ability of the firm to successfully accomplish the project based on factors such as staff resources, technical expertise, project management, organizational commitment, and understanding of the project schedule.
4. Fees for basic services.
5. Initial GMP price.
6. Proposed team members.

The Client reserves the right to revise and amend the request for proposal prior to the proposal due date. All such revisions and amendments shall be issued in the form of a written addendum to each General Contractor and must be acknowledged on the Proposal form and the prices included in the Proposal. Failure to do so will be sufficient reason for the Client to assume that all bulletins or written addenda have been considered and are included in the GC Proposal.

Should the General Contractor find discrepancies in or omissions from the request for proposal, drawings and specifications, they should at once notify JLL in writing, who in turn will issue instructions or clarifications in the form of a written bulletin to all General Contractors. Neither the Client, JLL, nor any project team members will be responsible for verbal instructions.

The Client does not obligate itself to accept the lowest fee proposal and reserves the right to reject any and all proposals or amend the scope of the project. The opening of all proposals and the information contained within will be private.

Proposals may be withdrawn upon written request from General Contractor prior to the time fixed for the proposal opening. Negligence on the part of the General Contractor in preparing the Proposal confers no right for the withdrawal of the Proposal after the same has been opened.

All General Contractors must be duly licensed or otherwise have the ability to perform work in accordance with all governing authorities and to the satisfaction of those authorities.

7. Litigation Disclosure

Please state if your firm is currently or has been involved in any litigation in the past 5 years and reasons for said involvement.

8. Confidentiality

This document is furnished to the General Contractor for the sole purpose to determine if the vendor can provide the services described herein to the Client, which will meet the criteria established in this document. Any disclosure, publication, release or transfer of this document, any provision thereof, or any information contained therein, to any person (other than General Contractor's personnel to whom disclosure is necessary for the preparation of a response, all of whom must be bound to observe this prohibition) without the prior written consent of the Client is prohibited. The Client reserves the right to release or disclose any of the attached information to its associated divisions, partners, contractors, or any of its subsidiaries.

Disclosure is permitted to the extent necessary to comply with law or valid order of a governmental agency, regulatory authority or court of competent jurisdiction; provided that the party making such disclosure shall seek confidential treatment of said information; and as a part of any normal reporting and review procedure with its auditors and it's lawyers, or with any outside investor or lender, or with any proposed or actual successor in interest, provided that prior to such disclosure the third party shall agree to maintain the confidentiality of such disclosure.