**DRAFT AUGUST 4, 2017v8 for RepT Approval**

TURKISH CONSULATE GENERAL NEW YORK

**REQUEST FOR PROPOSALS:**

**PROFESSIONAL SPECIAL INSPECTIONS AND LABORATORY SERVICES**

for the

CONSTRUCTION OF the TURKEVI CENTER AT 821 UNITED NATIONS PLAZA

NEW YORK CITY, NEW YORK

ISSUING DATE FOR REQUEST FOR PROPOSALS: August 7, 2017

CLOSING DATE FOR RECEIPT OF PROPOSALS: August 25th, 2017

TIME: 9:00:00 a.m.

PLACE: 825 3rd Avenue, 5th Floor

New York, New York 10022

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1. **NOTICE TO PROFESSIONALS**

Through this Request For Proposal (“RFP”), the Consulate General of Turkey in New York on behalf of the Republic of Turkey (in short form hereafter as “RepT”), is seeking proposals from qualified professional firms to demonstrate qualifications, experience, and approach for Special Inspections and Laboratory Services (hereafter, “Special Inspections Professional”) for the new “Turkevi Center Project” (in short form hereafter as “Project”).

P r o j e c t **:** “Project Site” (in short form hereafter as “Site”) and the design and construction of a new “Turkevi Center” building (in short form hereafter as “Building”) is referred to as the “Project”.

S i t e : 821 First Avenue (a/k/a 821 United Nations Plaza), 342 East 46th Street and 344 East 46th Street, New York, NY is called the “Site”. (more specifically NY block 1338, lots 30, 31, 132 on the corner of 1st Avenue and E.

46th Street in Manhattan’s Turtle Bay neighborhood).

B u i l d i n g : New “Turkevi Center” building to be constructed, after the abatement and demolition of existing buildings, on the Site is referred to as the “Building”.

Special Inspections and Laboratory Services:Services required through this RFP and described in detail in the Scope of Services document, attached as **Attachment B** to this RFP are referred to the “Special Inspections Professional”.

General Contractor : A General Contracting team from AECOM Tishman/IC:Ictas, a Joint Venture “ATIC” will be referred to as the “General Contractor”.

P r o j e c t M anage r : A Project Management/RepT’s Owner’s Representative team from Cresa Partners, LLC directed by Michael Lomax, Phillip Infelise and Len Eagle will be referred to as the “Project Manager”.

L e g a l Advisor: A legal team from Herrick, Feinstein LLP headed by Robert Marshall Jr. Esq. will be referred to as the “Legal Advisor”.

A r chi t ect: An architectural and design team from Perkins Eastman Architects D.P.C. will be referred to as the “Architect” (Architect of Record) for the new Turkevi Center Building.

This is a Request for Proposal only and should not be interpreted as a solicitation for services or as a contract for services.

1. **PROJECT OVERVIEW**

The Republic of Turkey aims to build a new “Turkevi Center Building” on the Site where current Turkevi Building and a townhouse are located. The construction of the new building is planned to start approximately October 2017. Accordingly, in accordance with the City of New York, and the Department of Buildings, and the Republic of Turkey, the RepT will require the services of a professional and certified Special Inspections Professional. If deemed necessary by RepT, all correspondence between RepT and the Special Inspections professional may be made directly by RepT, without the mediation of the Project Manager.

1. **PROCUREMENT PROCESS**

The selection of the appropriate “Special Inspections Professional” will proceed as described below:

* 1. **Technical and Price Proposals**
* Bidders will submit their **Proposal Documents**, in two sealed envelopes latest on Friday August 25th, 2017 at 9:00:00 am. Proposals, addressed to the “Turkevi Center Project Selection Committee”, will be submitted to the following address:

New “Turkevi Center” Project Selection Committee

Address: Consulate General of Turkey in New York

825 3rd Avenue, 5th Floor

New York, New York 10022

* Technically, financially and legally incompetent bidders shall be excluded from the tender.
* Competent bidders (firms who submit complete/proper proposals: Service Report, Schedule, Qualification Documents, Bid Security and Price Proposal) will be invited to attend an interview on one of August 28, 29, or 30, 2017. The notification will be sent to competent bidders on August 25th, 2017, by fax or e-mail or mail. Bidders will be notified for the exact time, prior to the end of business August 25th, 2017.
* If deemed necessary, the scope of services defined in the RFP will be altered by RepT, and the competent bidders will be asked to re-submit their Price Proposals (according to the altered scope of services). The altered scope of services will be sent to the bidders, annexed to the notification letters for price proposals. The draft contract will then be revised to address the altered scope of services.
* All Proposals received on or before the proposal due date and time at the location specified herein will be evaluated by the selection committee. The selection committee will make a determination to: (1) recommend award of contract based on initial qualifications and price proposals; or (2) provide an addendum to the RFP and request from all Bidders to submit a best and final offer by a common due date and time; or (3) conduct negotiations with all “short list” of Bidders (bidders that submit price proposals). In the event the Selection Committee decides to conduct negotiations with all “short list” of Bidders:
  1. The selection committee may require Bidders to provide additional information about their price proposals, give oral presentations in support of their proposals.
  2. Upon completion of the negotiations, the selection committee may request that all Bidders still under consideration for award submit a best and final offer by a common due date and time.
* The qualified and accredited bidder with the lowest r e as o n ab l e price will be awarded the tender.
* The awarded bidder will be notified and invited to execute the Agreement immediately upon the submission of both the Letter of Credit and the certificate of insurance. The awarded bidder must sign the Agreement within ten (10) business days from the date of notification. In the event that the awarded bidder does not sign the Agreement, without the need for filing a protest or, implementing a provision, if deemed appropriate by RepT, RepT may sign the Agreement with the second lowest price bidder. This will result in the Tender Security, from the initial awarded bidder, being retained by the RepT.
* This schedule is subject to review and modification and any changes will be communicated to all participants in writing.

**3.2 Tender Schedule**

|  |  |
| --- | --- |
| **Activity** | **Date or Week Of** |
| Request for Proposals Issued | August 7, 2017 |
| Questions Submitted | August 14, 2017 |
| Questions Answered | August 18, 2017 |
| Proposals Submitted | August 25, 2017 |
| Interviews | August 28, 29, and 30, 2017 |
| Announce Award to the Bidders | TBD |
| Execute Special Inspections Professional Agreement | TBD |
| Project Orientation/Kick-Off Meeting | TBD |

**RepT reserves the right to reject any or all proposals or suspend the bidding negotiations at any time in the best interests of RepT.**

1. **SELECTION CRITERIA**
   1. Selection Criteria will focus upon the following elements:

* A complete/proper Proposal consisting of the “Service Report”, “Schedule”, “Qualification Documents”, Tender Security, and “Price Proposal” as designated in this RFP.
* Acceptance of the Special Inspections Professional Agreement.
* A competitive price proposal.
* The lowest reasonable price, by the qualified accredited bidder, will be the major criterion for the final selection.

1. **PROPOSAL FORMAT**

During the Procurement Process, the bidders will submit a full and complete Proposal comprising a “Service Report”, “Schedule”, “Qualification Documents”, and “Price Proposals”.

* 1. **Technical Proposal Format in sealed Envelope #1**

Include the following information in the Technical Proposal presented in the order outlined below. The proposer may further breakdown this format for each item in order to clarify its proposal.

* + 1. **Cover Letter**
* The Bidders shall submit a cover letter transmitting its proposal package to the Selection Committee. The cover letter shall be signed and dated by an individual authorized to enter into a contract with RepT on behalf of the Bidder. The cover letter shall include: The Bidder’s name, mailing address, phone number, fax number.
* Name, title, telephone number, and email address of the individual who is authorized to commit the Bidder to a contract.
* Contact information for the Professional Services Lead and related.
* Contact Person – name, title, phone numbers, including cell phone numbers where appropriate, email address.
  + 1. **Table of Contents**

Provide a table of contents of the material contained in the proposal.

* + 1. **Service Report**

The “Service Report” shall include the following issues:

* Submit a brief summary of the salient features of the proposal, including an explanation/description of the proposer’s reporting approach, demonstration of the proposer’s ability to manage complex, multi-use projects, as well as the firm’s ability to provide personnel (directly or through your sub-consultants) with relevant experience.
* Indicate in detail the services that your firm (and your sub-consultants) is ready to provide among those defined in the Attachments to the RFP, Scope of Services. (Specify which services will be provided by your staff, by your sub consultants/vendors. Provide in detail the services that your sub-consultants will provide in accordance with the attachments to the RFP. Provide identification of all sub-consultants with specifics to the proposed project team and relevant documents supporting your firm’s submission to this RFP.
* Indicate all the services that your firm prefers to be excluded from the Scope of Services and explain your reasons.
* Indicate other services you find necessary although not defined in the Scope of Services. (Specify which services will be provided by your staff, and by your sub consultants/vendors.)
* Indicate your firm’s experience and views on what specific insurance requirements must be met by your firm and the Rep T during the performance of the services set forth in the RFP.
  + 1. **Schedule**
* An overall Draft Construction Schedule, provided by the awarded General Contractor, is attached as ‘**Attachment D’** to this RFP. Please provide your strategy and approach to achieve that schedule.
* The schedule shall include anticipated dates for the commencement of construction and for substantial/final completion. The schedule shall include allowances for periods of time required for Project Manager’s review, for the performance of the RepT’ s consultants, and for approval of submissions by authorities having jurisdiction over the Project.
  + 1. **Statement of Qualifications**
* An overview of the Bidder’s ownership/organizational structure and number of employees.
* A detailed description of the Bidder’s experience in providing the kinds of services described in the Scope of Services. Of particular interest would be the Bidder’s experience in providing such services to any of the following: Foreign Governments, the City of New York, the State of New York, other governmental entity in New York State, and projects with similar complexity, taller than 20 stories and basements deeper 2 cellar levels adjacent to multi-story buildings in urban environments.
* The Key Personnel for this engagement and, for each such person, the role s/he will play and his/her experience in providing the kind of services described in the Scope of Services.
* For each member of the Key Personnel, attach a resume (as an appendix to the proposal), including professional title and contact information, and provide a statement certifying that, to the best of his knowledge, s/he will be available to play the designated role for the duration of the Contract.
* A list of at least three (3) references for the Bidder, for both Special Inspections and Building Authority, who can provide information concerning the Bidder’s experience in providing the kind of services described in the Scope of Services.
* The list of references should include the name of the reference entity, a brief description of the engagement(s) for such entity for which the Bidder provided services, service fee, size, year completed, abatement cost, name of the Contractor and the name, title and telephone number of a contact person at the reference entity. For each reference, indicate which member(s) of the Key Personnel, if any, worked on the engagement(s) with the reference entity and the role s/he played. At least one reference should relate to an engagement that meets the minimum qualification requirement stated below as item (b).
* Minimum Qualification Requirements (all must be satisfied):

1. The Bidder shall be a qualified and accredited Special Inspections Professional conducting business in the City of New York for no less than five (5) years;
2. Within the last five (5) years, the Bidder must have served as a Special Inspections Professional to a public or private entity for the construction project of at least 200,000 SF or $300,000,000 value in New York, Manhattan.
3. Within the last 5 years, the bidder for the geotechnical special inspections, must have served as a Special Inspections Professional for the construction project basements deeper than at least 2 cellar levels below grade in Manhattan, New York.
4. The bidder for the geotechnical special inspections must employ at least five (5) practicing professional engineers licensed in the State of New York.

* Proposals that fail to meet the minimum qualification requirements will be rejected.
* The bidder must produce a Tender Security in the form of a 10% Bid Bond , or, a Letter of Credit from their banking institution representing 10% of the total bid value.
* The Bidder must produce a Performance Security in the form of a Letter of Credit from their banking institution representing 6% of the total bid value.
* Proposal shall include the following documentation:
  1. Vendex. Current “Vendex” form as given by the City of New York.
  2. Balance Sheet. Certified copy of the audited balance sheet for the last three (3) years or similar acceptable documentation from a Certified Public Accountant.
  3. Tax and insurance clearance certificate(s).
  4. Certificate of insurance.
  5. Trade registration certificate.
  6. Tender Financial Security (Bid Bond or Letter of Credit)
  7. Performance Security

At its option, the Bidder may submit any other materials that will allow the Selection Committee to better evaluate its qualifications for this engagement, e.g., letters of reference, recommendation, awards, etc.

If applicable, a like statement of qualifications of each sub consultant/subcontractor shall be included.

* 1. **Price Proposal Format in Sealed Envelope #2**
* Complete the formats provided as **Attachment G** to this RFP. Price Proposal shall be submitted in **U.S. Dollars excluding VAT**. Lump Sum Price Proposal shall be signed by an official authorized to execute contracts and shall be submitted in a sealed envelope.
* All costs, expenses and reimbursable expenses that will arise during the performance of the services requested in this RFP should be included in your Lump Sum Price Proposal.
* The fees of the staff you employ within your firm and the fees of all consultants, professionals, testing laboratories, etc. you employ/engage during the performance of the services requested by this RFP should be included in your price proposal.
* All fees, taxes that may be paid to the governmental authorities, regulatory agencies, etc. during the performance of the services requested by this RFP will be paid by the Bidder.
* The total amount of the application fees (that will be paid to local and State Regulatory Agencies in order to secure permits, certificates, and approvals) should be entered in the Price Proposal line item entitled, “Permit Fee Allowance” (if any).
* The Price Proposal should be:
  1. Submitted in a sealed envelope #2, clearly labeled “Price proposal”;
  2. Irrevocable for ninety (90) days from the date of the opening of the Price Proposal, and;
  3. Signed by the Bidder’s authorized representative.

1. **SCOPE OF SERVICES**

To develop your strategy, approach and lump sum price proposal, please consider the Scope of Services document, attached as **Attachment B**, wherein we have detailed the general scope of services that best meets Republic of Turkey’s requirements on this specific project.

1. **INSTRUCTIONS TO PROPOSERS**

* Non-Binding Acceptance of Proposals: This RFP does not commit RepT to award a contract for any services.
* Incurring Proposal Costs: RepT is not liable for any costs incurred in the preparation of a response to this RFP.
* RepT reserves the right to reject any or all proposals or suspend the bidding negotiations at any time in the best interests of RepT. RepT does not assume any obligation due to the rejection of any or all proposals.
* Proposals must be in accordance with the requirements set forth in the RFP. Failure to meet the specific requirements of this RFP or its late receipt at the Consul General’s offices will result in returning your Proposal without consideration.
* Your submitted proposal becomes the property of Republic of Turkey and will not be returned.
* Once submitted, your proposal cannot be withdrawn or modified. Proposals can only be withdrawn or modified in response to an official addendum.
* Changes to the process or the RFP document may be made at any time at the sole discretion of the RepT. Official notifications will be made in writing or via e-mail.
* The lowest reasonable price, by the qualified and accredited bidders, will be the **major criterion** for the final selection.
* Your firm is required to deliver your proposal response in person or via courier and late responses will not be opened, nor will the proposal be returned to the respondent. Your proposals are due on August 11th, 2017 at 9:00:00 am**.**
* **Questions and Answers.**

Questions about the RFP shall be directed via e-mail to “[turkeviproject@mfa.gov.tr](mailto:turkeviproject@mfa.gov.tr)” and simultaneously in writing to Selection Committee’s following address:

Turkevi Center” Project Selection Committee

Consulate General of Turkey in New York

825 3rd Avenue, 5th Floor

New York, New York 10022

Questions and answers to those questions will be shared with all RFP recipients via e-mail and simultaneously in writing.

* Please submit five (5) copies of your Proposal to the Selection Committee’s above address.

1. **CONTRACT REQUIREMENTS**
   1. **Provisions Related to Special Inspections Professional’s Sub Consultants/Sub Contractors**

* The Special Inspections Professional shall be fully responsible for the work and services of all Consultants working under the Special Inspections Professional’s agreement and shall be responsible for coordinating the timely performance of each sub consultant’s and sub vendor’s services for the Project.
* The Special Inspections Professional shall be responsible towards the RepT for the failures, faults and defects that may occur in the service awarded to a sub consultant/sub vendor through the Special Inspections Professional’s agreement. The Special Inspections Professional will be responsible for the actions, defaults and negligence of the Special Inspections Professional’s sub consultants/sub vendors.
* Special Inspections Professional hereby represents and covenants that each sub consultant/sub vendor employed and/or engaged by Special Inspections Professional in connection with the Project is and shall be duly licensed in the State of New York at all times during the term of this Agreement to perform all services required of it under this Agreement.
* The Special Inspections Professional will be solely responsible, both technically and legally, against all the local and international authorities for the services provided within the scope of the services of the Special Inspections Professional agreement. RepT and RepT’s representatives will not be responsible, technically and/or legally, for accepting requests and demands of the Special Inspections Professional or certified process or compliance or any other documents prepared by the Special Inspections Professional.
  1. **Contract Price, Payments and Price Difference**
* Contract Price. RepT agrees to pay the Special Inspections Professional, as compensation for professional services designated per this RFP, a fixed stipulated lump sum fee, which will be stated in the future Agreement.
* Advance Payment. No advance payments will be made for this contract. To be certain, only work performed on site and documented by means of reporting to the RepT and Project Manager will be qualified for payments.
* Payments. RepT shall make monthly payments based on scope of work accomplished (designated in **Attachment B**, Scope of Services, Article 3), upon the completion of each monthly scope, to the approval of Project Manager.
* RepT shall make payment for Special Inspections and Professional administration services, designated in **Attachment B**, Scope of Service, Article 3, not more frequently than monthly in proportion to the amount of the gross progress payments to Contractor(s).
* Following receipt of the Special Inspections Professional’s invoice and upon certification by RepT and the recommendation of the Project Manager that the scope of monthly work has been completed, the Special Inspections Professional shall be paid within forty five (45) days from the notification date of said certification.
* Price Difference. The Special Inspections Professional may not claim any price difference during the term of the Agreement including any time extension until the Agreement is performed in full, on such grounds as increases in taxes, general contracting construction schedule, duties fees and similar financial obligations or introduction of new financial obligations. No payment will be made for the contract (Special Inspections Professional’s Services), subject of this RFP, and due to any such price differences.
  1. **Additional Services**
* The Republic of Turkey may request additional services from the Special Inspections Professional. Any such requested services would be pursuant to the expertise of inspections and testing. Such additional services would be requested for unforeseen circumstance and conditions, and for re-inspecting or testing any failed installation/product/material provided by the General Contractor.
* The Special Inspections Professional may be compensated for Additional Services, by means of ‘Change Orders’, that may arise during the course of the Project when deemed necessary by the RepT. Change Orders shall be individually authorized in writing by RepT prior to performance. Under this contract, the total value of the Change Orders cannot not exceed 20%
* Additional services will be based on negotiated and approved hourly rates, per specific inspector, and per specific laboratory test;
* Time delays, caused by the Special Inspections Professional, will not be compensated.
  1. **Penalties In Case Of Delay**

Should the Special Inspections Professional not provide any or all services on a timely basis, as per Attachment B, specific to a defined inspection or laboratory test, with reporting in the due course of construction schedule, a delay may be caused in the construction process. While the general contractor is responsible for the schedule of the entire construction, the importance of coordinated and timely inspections and testing is critical to the general contractor’s schedule success and, thus, the overall success of the Project. Should the Special Inspection Professional cause for a delay in the construction schedule, and/or cause for additional contract costs as a result of the delay, a delay penalty at the rate of nine one hundredths of a percent (0.09%) of the contract price will be deducted from the entitlement of the Special Inspections Professional for each calendar day that elapses, without the need to serve a notice.

* 1. **Provisions Related To Financial Security**
* The proposals shall include a 10% Bid Bond, or, bank letter of credit at the ratio of ten percent (10%) of the proposed stipulated price. In the event that the awarded bidder does not execute the contract, as provided by draft prior to RFP close date and time, the Republic of Turkey will claim the Bid Bond, or Bank Letter of Credit as penalty.
* Returning of the financial security. The Bid Bond, or, the bank letter of credit shall be returned to the Special Inspections Professional after the execution of the contract.
* The Special Inspections Professional will be required to provide a bank letter of credit at the ratio of six percent (6%) of the proposed stipulated price, for the entire duration of the contract. In the event that the awarded bidder does not execute the contract, the Republic of Turkey will claim the entire bank letter of credit as penalty. The letter of credit may be drawn upon by the RepT at any time, in the event of default. The occurrence of any of the following shall constitute an Event of Default hereunder:

If either party hereto breaches any of its representations, warranties, covenants or obligations, whether by act or by omission, in any material respect, and does not cure such breach within fifteen (15) days of receipt of a written demand therefor;

If any of the events above occurs, regardless of whether such event occurs with respect to the Special Inspections Professional or the General Contractor; and

If any proceeding or other action is taken by the Special Inspection Professional to dissolve or terminate the entity comprising Special Inspections Professional.

**ATTACHMENT A:**

**RESERVED FOR DRAFT CONTRACT**

**DRAFT CONTRACT WILL BE SENT UPON REQUEST VIA** [**turkeviproject@mfa.gov.tr**](mailto:turkeviproject@mfa.gov.tr)

**ATTACHMENT B:**

**SPECIAL INSPECTIONS AND LABORATORY SERVICES SCOPE OF SERVICES**

The scope of work for this contract consists of all Special Inspections Professional Services as described in this RFP and attached agreement. The Special Inspections Professional will be required to provide services at manufacturers’ facilities located throughout the five boroughs.

**Service of a full time on-site, Site Coordinator/Administrator**

In order to align with construction oversight expectations familiar to that of the RepT, the Scope of Services requires a full time Special Inspections Professional Site coordinator/administrator. The Site Coordinator/Administrator (“SCA”) will mobilize on-site, upon the execution of the contract with the Special Inspections Professional. The on-site services will be complete only when all services are formally accepted to be complete by the RepT, and the Project Manager. The SCA should be a professional of construction administrative services with no less than ten (10) years within the local industry.

**The following is a project role requirement of the SCA.**

1. Full time on site during the performance of construction and inspection work.
2. Monitor site progress by the General Contractor by means of a daily log.
3. Provide daily progress reports summarizing the activities of the General Contractor with respect to Special Inspections Professional.
4. Monitor change orders and requirements of Special Inspections Professional.
5. Review change order or other documentation for completeness accuracy as it relates to Special Inspections Professional.
6. Manage all requirements and coordination of the special inspections set out within the contract and in compliance with all local authorities having jurisdiction.
7. Monitor construction schedule against work accomplished on-site. Report any discrepancies to the Project Manager.
8. Review documentation for extensions in schedule.
9. Monitor and review site safety plan.
10. Create, manage and maintain a formal special inspections protocol, matrix and shared file system for the scope of work. To be consistent with the construction scope of work.
11. Manage and coordinate with the General Contractor’s project team for all required inspections and testing.
12. Provide all reporting promptly and distribute to all project team representatives.
13. Monitor Non-Conforming Report (NCR) recording and expedite NCR communication to the Perkins Eastman consulting team and the General Contractor.
14. Monitor and report upon all remedial action(s) for NCR issues. Manage and record all additional inspections, laboratory testing and re-inspection of repeat services.
15. Monitor RFI and Submittals reports.
16. Monitor and review minutes.
17. Assist RepT and the Project Manager in meetings with 3rd parties (DOB, Coned, Neighbors etc.).
18. Cooperate and assist PE, PE sub-consultants, the Project Manager and RepT.
19. Create, manage and maintain a formal special inspections protocol, matrix and shared file system for the scope of work. To be consistent with the construction scope of work.
20. Provide a formal summary of each construction division to completion.

**Special Inspections and Laboratory Testing Services**

Special Inspection services must comply with the qualification requirements per title established by the Department of Buildings (DOB) Building Code Special Inspections services for the Project. The special inspections services shall comply with all current NYC Building Code requirements. Further, the Special Inspections must meet all additional requirements set out within this ‘Scope of Services’. The frequency, number and duration of all Special Inspections will be set out by the General Contractor’s construction schedule attached.

**The following is the list of special inspections and laboratory testing requirements.**

1. Upon award of Contract, the Special Inspections Professional will submit to the Expeditor (JAM Consultants) applicable New York City Department of Buildings forms listing persons designated to perform Special Inspections and Laboratory testing so as not to impede the obtaining of building permits.
2. Coordinate all work through the General Contractor.
3. Assist the owner/architect/project manager and General Contractor in matters related to the New York City Department of Buildings and other public agencies.
4. The Special Inspections Professional shall be responsible for complying with the testing and inspections requirements of the project plans and specifications as well as all applicable laws, codes, regulations, guidelines, standards, etc.
5. The Special Inspections Professional shall perform all required tests and inspections required by the New York City DOB and all other governmental agencies having jurisdiction, including certification of completed inspections and completion of all NYC DOB forms and all additional test, inspections, etc., as required by the plans and specifications and as included in the RFP.
6. The Special Inspections Professional shall sign and certify all TR forms, related documents, and all other documents as required by the NEW York City DOB and all other governmental agencies having jurisdiction, as applicable to the work being performed.
7. Perform all of the professional services in connection with the Project and comply with the terms and conditions hereinafter set forth. Services shall be performed in a diligent manner in accordance with the highest standards and engineering practice.
8. Provide the Project Manager, Architect and General Contractor with any required information and provide same with same day notice of any non-compliant work and/or testing results so as not to delay the Project. The Special Inspection Professional should continue reporting on deficient work until such time as the deficient report is compliant, noting all corrective action and Special Inspection Professional’s approval thereof.
9. Perform all technical services under the general direction of a Registered Professional Engineer (representative of the Special Inspections Professional) and in substantial accordance with the requirements of representation as set out in this RFP.
10. Promptly (but in no event later than five (5) calendar days) submit formal reports of all tests, inspections and services performed indicating, where applicable, compliance with the Project specifications or other contract documents. Such reports shall be complete, factual and legible citing the tests performed, methods employed, values obtained and parts of the structure or Project area involved and should be submitted to the Project Manager/Architect/Engineers and General Contractor.
11. Employ testing machines which have been calibrated within a period not exceeding twelve (12) months, from the time of use for all Project-specific testing, by devices of accuracy traceable to the National Bureau of Standards of the United States Department of Commerce. Submit to the owner documentation of such calibration. It is anticipated that such calibration will be required numerous times over the course of the Project.
12. The Special Inspections Professional shall attend all construction site meetings.
13. Assist the owner/Project Manager/Architect and General Contractor in obtaining Temporary, Partial and Permanent Certificates of Occupancy for the Project.
14. Upon completion of the Special Inspections Professional services, the Special Inspections Professional shall provide applicable documentation and execute the applicable forms necessary to satisfy the New York City DOB requirements for occupancy.
15. Perform all required testing, inspections and reviews required by the contract documents whether at the Project, at any point of fabrication or manufacturing, or in any shop or field yard of the General contractor or any of its subcontractors, wherever located inside the United States, including all related costs and expenses associated therewith (including without limitation transportation, lodging, food and personal personnel expenses) and for however long such testing, inspection and review are required.
16. Submit to the New York City all paperwork required by the City in a timely manner as may be required by the City. Any documentation to be submitted to the City shall first be reviewed by the Special Inspections Professional with the Project Manager/Architect.
17. All structural elements i.e. concrete systems, steel reinforcing, structural steel systems, concrete structural systems, support of excavation means and methods and systems, formwork, etc.
18. Prior to concrete work, review mix designs in the lab for conformance to specifications. Check mill certificates as reinforcing is delivered to the Project.
19. Inspect for compliance with contract documents, consulting drawings and specifications. Checklist includes, but not limited to, the following;
    1. Support Of Excavation
    2. Subgrade
    3. Underpinning
    4. Formwork
    5. All reinforcing
    6. Concrete mix design
    7. Concrete test cylinders
    8. Precast concrete
    9. Concrete pre-stressed
    10. Cast in place rebar
    11. Masonry and grout including mix design
    12. Structural steel plant fabrication
    13. Structural Steel welding
    14. Structural steel erection
    15. Structural steel bolting
    16. Structural steel cold formed steel
    17. All steel connections
    18. Curtain wall systems
    19. Roofing
    20. Waterproofing
    21. Fire stop, draft stop, fire block, fireproofing
    22. Sprayed fire resistive materials
    23. Fire Alarm and Smoke control systems
    24. Seismic isolation
    25. Aluminum welding
    26. Soil percolation testing
    27. Winter protection
    28. Energy code compliance

**ATTACHMENT C:**

**DRAWINGS AND SPECIFICATIONS**

**DVD available upon request**

**ATTACHMENT D:**

**GENERAL CONTRACTOR’S CONSTRUCTION SCHEDULE**

CONSTRUCTION SCHEDULE WILL BE SENT UPON REQUEST VIA [turkeviproject@mfa.gov.tr](mailto:turkeviproject@mfa.gov.tr)

**ATTACHMENT E:**

**MINIMUM REQUIREMENTS OF INSPECTORS**

**The costs of all registered laboratory testing shall be included within the fee submission.**

**Minimum Requirements per Title.**

For each title listed below, Consultants awarded this contract must meet the minimum requirements per title when identifying personnel for each assigned inspection task. Special Inspections will be performed in accordance with the NYC TR1 Special Inspections categories, and the NYC TR8 Energy Code Progress Inspections.

**Item TITLE**

**Minimum No. of Years of Experience New York State (NYS)**

1. **ARCHITECTS**
2. Registered Architect 7
3. Architect 5
4. **ENGINEERS**
5. NYS Professional Engineer (General Building Construction)
6. NYS Professional Engineer (Fire Protection and Fire Resistance Construction)
7. NYS Professional Engineer (Civil/ Structural/Geotechnical) Minimum 5 Years
8. NYS Professional Engineer (Mechanical/Plumbing Systems)
9. NYS Professional Engineer (Electrical/Fire Alarm)
10. Engineer (General Building Construction)
11. Engineer (Fire Protection and Fire Resistance Construction)
12. Engineer (Civil/ Structural/Geotechnical) Minimum 5 Years
13. Engineer (Mechanical/Plumbing Systems)
14. Engineer (Electrical/Fire Alarm)
15. **INSPECTORS**
16. General Building Construction Inspector (Wall Panels, Curtain Walls, Veneers, Exterior Insulation Finish System, Chimneys, Flood Zone Compliance, and Photo luminescent Exit Path Markings)
17. Flood Zone Compliance and Photo luminescent Exit Path Markings Inspector (PE or RA)
18. Fire Protection System and Fire-Resistant Construction Inspector (Sprayed Fire-Resistant Materials, Smoke Control Systems, Standpipe and Sprinkler Systems, Firestop, Draft stop, and Fire block Systems)
19. Electrical / Fire alarm Inspector (Fire Alarm test (when FDNY inspection not required) and emergency Power Systems (Generators))
20. Mechanical / Plumbing Systems Inspector (Mechanical Systems, Fuel-Oil Storage and Fuel-Oil Piping Systems, Site Storm Drainage Disposal and Detention Facilities, Septic System Installation, and Heating Systems)
21. Welding Inspector (PE or RA and AWS or ICC Certification)
22. Welding Inspector (Structural Steel, Erection & Bolting, Cold-Form Steel, High Pressure Steam Piping, Fuel-Gas Piping and Aluminum) and (PE and ICC Certification)
23. Bolting Inspector
24. Shop Welding Inspector (PE or RA and AWS or ICC Certification)
25. Shop Welding Inspector (High Pressure Steam Piping, Fuel-Gas Piping, Aluminum) and (PE or RA and AWS or ICC Certification)
26. Non Destructive Ultrasonic/Magnetic/Penetration (Dye) Testing Inspector
27. Non Destructive Shop Ultrasonic/Magnetic/Penetration (Dye) Testing Inspector
28. Concrete - Cast in Place, Precast, Pre-stressed Concrete and Masonry Inspector (Note: License concrete testing lab to perform sampling and testing of cylinders)
29. Concrete Coring technician
30. Concrete Batch Plant Technician
31. Concrete Field Technician, ACI 1 (American Concrete Institute Level 1)
32. Concrete Non Destructive Testing Technician
33. Asphalt batch Plant Inspector
34. Asphalt Field Inspector
35. Certified Wood Construction Inspector (Professional Engineer)
36. Wood Construction Inspector (Off-Site Fabrication of Structural Elements, High Load Diaphragms, Metal-Plated-Connected Trusses and Prefabricated I-Joists)
37. Site Preparation, Soils- Fill Placement, In-Place Density and soils Investigations Inspector (PE or RA)
38. Soils Inspector (Site Preparation, Fill Placement & In-Place Density, and Investigations (Borings/Test Pits))
39. Compaction Technician
40. Pile Foundations, Drilled Pier Installation, Pier Foundation and Underpinning Inspector (PE or RA)
41. Pile Foundations, Drilled Pier Installation, Pier Foundation and Underpinning Inspector
42. Structural safety-Stability and Mechanical Demolition Inspector
43. Excavation (Support of Excavation) Sheeting, Shoring and Bracing Inspector
44. Seismic Isolation Systems Inspector
45. Radiographic Testing Technician
46. Progress Inspection Inspector (Preliminary)
47. Progress Inspection Inspector (Footing and Foundation, Lowest Floor Elevation, Frame and Fire-Resistance Rated construction)
48. Progress Inspection Inspector (Energy Code Compliance, Public assembly Emergency Lighting and Final)
49. **NOISE CONTROL**
50. Noise Consultant (approved by DEP - As per Rules of NYC Title 15 DEP 29-10 - http://72.0.151.116/nyc/rcny/Title15\_29-101.asp)
51. Sound Level Inspector – (B.S. in science or engineering with at least four (4) years of experience measuring sound levels utilizing the ANSI standards)

**ATTACHMENT F:**

**INSURANCE REQUIREMENTS**

1. Prior to commencement of any Work under this Contract, The Special Inspections Professional (Contractor) shall provide and maintain at all times during performance of the Work and until all obligations are fulfilled under this Contract, insurance policies with the types of coverage and the limits indicated below, with companies authorized to do business in the State of New York with an A.M. Best’s rating of A X or better, and reasonably acceptable to Owner. Any and all deductibles or self-insured retention for required insurance are the responsibility of Contractor and shall be specifically disclosed to and subject to the prior approval of Owner before commencement of the Work. Contractor’s attention expressly is called to any additional or different insurance requirements set forth in any of the other Contract Documents.

A. Statutory Workers' Compensation (Coverage A) and Employers Liability (Coverage B) including a waiver of the insurer’s right to recover or subrogate against any of the parties insureds listed on the annexed list of Additional Insureds/Indemnitees. Coverage B Minimum Limits $1,000,000/$1,000,000/$1,000,000. Proprietor/Partner/Executive Officers/Members should not be excluded from coverage.

B. Comprehensive automobile liability insurance covering the use of all owned (if any), non-owned or hired automobiles on a combined single limit per occurrence basis with a limit of not less than $1,000,000.

C. Commercial General Liability. Contractor will maintain commercial general liability insurance covering all of Contractors operations and all operations by Subcontractors, all sub-subcontractors, and anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable. Such insurance shall be written on an occurrence basis, including but not limited to, a per-location or per-project general aggregate, against claims for liability arising from bodily injury and property damage, with coverage for premises and operations, products-completed operations, personal injury and advertising injury, and Contractual Liability with no specific restricting endorsements including but not limited to Labor Law Exclusions, Contractual Liability Limitations or Re-Definition of Insured Contract, Height Exclusions, Project Type Exclusions, and Limitations to the “Your Work” exclusions. A Total Pollution Exclusion is acceptable if it contains the Hostile Fire and Heating Equipment Exception.

Contractor shall include both Additional Insured Endorsements CG2010 10/01 (ongoing operations) or its equivalent and CG2037 10/01 (products-completed operations) or its equivalent reflecting the inclusion of the interests of Owner (as certificate holder and additional insured) and the parties listed on the annexed List of Additional Insureds/Indemnitees.

Required Minimum Primary Limits:

Bodily Injury and Property Damage per occurrence $ 1,000,000

Fire Damage Legal Liability $ 50,000

Personal and Advertising Liability $ 1,000,000

Medical Payments $ 5,000

Per Project General Aggregate $ 2,000,000

Products and completed operations aggregate $ 2,000,000

Minimum six (6) years completed operations after completion is required for all work under the contract which can be evidenced with six successive General Liability renewal policies. Should the Contractor, subcontractors or lower tiered subcontractors have a Project Specific Policy they are required to have six (6) years of Extended Completed Operations. Additional Insured status is required to be maintained and evidenced throughout the six 6 years completed operations period.

D. Excess/umbrella liability insurance policies issued in conformance (so called “Follow Form”) with Contractors commercial general liability insurance policy terms, which (in the aggregate) is in excess of the above required policies, and has a limit of not less than $5,000,000. All excess/umbrella liability insurance shall contain an ‘Excess Liability Policy Priority of Coverage’ endorsement consistent with the terms of this Exhibit G and a copy of such endorsement must be provided to Owner along with all other required evidence of insurance, including but not limited to certificates of insurance and copies of policies when requested.

2. Any insurance maintained by Owner and/or the parties listed on the annexed List of Additional Insureds/Indemnitees will be excess of Contractor’s insurance coverage (including all excess or umbrella coverage) and shall not be called upon to contribute with Contractor’s insurance which will be written on a primary and non-contributory basis irrespective of other insurance carried by Owner.

3. Professional Liability for Architects and Engineers, and Special Inspections, with a combined single limit of not less than $5,000,000 per claim and annual aggregate for damages caused by error, omission or negligent acts related to any Services to be provided under this Agreement for Prime Consultants and $3,000,000 per claim and annual aggregate for sub-consultants.

4. Contractor shall require all subcontractors and their sub-subcontractors of any tier to maintain the same insurance policies as provided in Exhibit D with equal or greater limits and with policy terms that are otherwise consistent with the requirements of this Exhibit D, except as otherwise permitted by Owner in its sole discretion and confirmed in writing to Contractor. Any permitted modification must be incorporated into the applicable subcontract and sub-subcontract. All such subcontractor insurance policies shall name as additional insureds the parties listed on the annexed List of Additional Insureds/Indemnitees and shall be subject to the prior approval of the Owner as to form, content, limits of liability and issuing company and specifically shall comply with each and every term and provision set forth in this Exhibit G.

5. Copies of all insurance certificates (including the New York Construction Certificate of Liability Insurance Addendum Acord Form 855 NY 05/14) and policy endorsements required hereunder, satisfactory to the Owner, shall be furnished to the Owner upon or before execution of this Contract and any subcontracts or sub-subcontracts, and before Contractor and/or subcontractors begin work on the Project. Copies of applicable insurance certificates shall also be on file with the New York City Department of Buildings, as required. Each such policy shall contain a provision that it is not subject to change or cancellation unless thirty (30) days’ prior written notice (10 days for non-payment) shall have been given to the Owner and each additional insured by the insurer.

Prior to commencement of the Work, Contractor shall deliver to Owner copies of all insurance policies and endorsements reflecting the inclusion of the interests of Owner (as certificate holder and additional insured) and the parties listed on the annexed List of Additional Insureds/Indemnitees and their respective parent companies, corporations and/or partnerships and their owned, controlled, affiliated, associated and subsidiary companies, corporations and/or partnerships and the respective agents, consultants, principals, partners, servants, officers, members, stockholders, directors and employees of each as additional insureds for this Project. The certificates and endorsements must state that the General Liability Insurance is primary irrespective of other insurance covering the additional insureds and the insurance company will not seek contribution from other insurance available to the additional insured(s).

6. The Contractor in all respects and in a timely manner shall assist and cooperate with the Owner in connection with the adjustment of all claims for recovery under all applicable insurance policies.

7. If at any time that this Contract is in effect, the identity of the general liability insurance carrier or any other insurer changes, Contractor shall provide written notification to Owner within thirty (30) days of the change, and provide a copy of the new certificate and policy to Owner.

8. The amount of insurance contained in the aforementioned insurance coverages shall not be construed to be a limitation of the liability of the Contractor and its subcontractors.

9. In the event of failure of the Contractor to furnish and maintain said insurance and to furnish satisfactory evidence thereof, the Owner shall have the right (but not the obligation) to procure and maintain the same for all parties on behalf of the Contractor who agrees to furnish all necessary information thereof and to pay the cost thereof to the Owner immediately upon presentation of a bill.

10. All policies of insurance procured by Contractor and subcontractors shall contain a provision requiring the insurance carriers to waive their rights of subrogation against all the parties listed on the annexed List of Additional Insureds/Indemnitees.

11. Self-funded, policy fronting or other non-risk transfer insurance mechanisms are not acceptable to Owner without full disclosure to Owner and prior written approval of Owner in all cases.

12. In addition to the foregoing requirements, Contractor and subcontractors shall comply with the insurance and indemnification requirements of all authorities having jurisdiction over the Project (including complying with any insurance requirements applicable to pulling permits necessary to perform the Work).

13. Contractor acknowledges that theannexed List of Additional Insureds/Indemnitees is subject to change at the sole discretion and direction of Owner. Within ten (10) calendar days from Contractor’s receipt of a written notice from Owner of a revised List of Additional Insureds/Indemnitees, Contractor and all subcontractors shall provide updated insurance certificates and endorsements that conform to: (a) the revised List of Additional Insureds/Indemnitees provided by Owner; and (b) the requirements set forth above and in the other Contract Documents.

14. If any Contractor insurance policy is renewed at any time during the course of the Project, Contractor shall furnish to Owner, not less than fifteen (15) days prior to its expiration date, certificates evidencing such renewal of expiring policies and that Owner and the parties listed on the annexed List of Additional Insureds/Indemnitees are included as additional insureds.

15. Compliance with the foregoing requirements shall not relieve, diminish or otherwise affect the Contractor and subcontractors liability at law or under the indemnity provisions of the Contract or any subcontract and/or sub-subcontract.

16. Contractor shall obtain property insurance for Contractor’s equipment with a waiver of subrogation clause acceptable to Owner. Contractor shall secure, pay for and maintain whatever fire or extended coverage or other property insurance it may deem necessary for protection against loss of owned or rented equipment and tools, including any tools owned by mechanics, and any tools, equipment, scaffold, staging, towers and forms owned or rented by it or its Contractors. Owner, Owner’s Representatives and Owner’s Architect shall have no liability with respect to such equipment and tools. Failure of the Contractor to secure such insurance or to maintain adequate levels of coverage shall not obligate Owner, Owner’s Representatives, Owner’s Architect, or their agents and employees for any losses of owned or rented equipment and Contractor assumes all risk of uncompensated loss that it may incur as a result of Contractor’s failure to obtain such insurance. The insurance policy shall include a waiver of the insurer’s right to recover against any of the additional insureds listed on the certificate of insurance. Contractor shall require all subcontractors and sub-subcontractors to maintain the same insurance as provided in this Section except as otherwise permitted by Owner in its sole discretion and confirmed in writing to Contractor.

**ATTACHMENT G:**

**LUMP SUM PRICE PROPOSAL FORM**

Company Name Date

Contact Person

Address and Phone Number

To the Selection Committee:

I hereby certify that I have read, understand, and agree to all sections and attachments of the Request for Proposals for Special Inspections and Laboratory Testing Services. I further certify that the information submitted by me/my company in response to the Request for Proposals is true and accurate.

I understand that RepT has the right to reject any or all proposals, and to negotiate a price for the proposed services as determined to be in the best interest of RepT. Our price proposal will remain valid for a period of 90 days after submission.

I hereby propose to provide the Special Inspections and Laboratory Testing Services described in the Request for Proposals for **a fixed lump sum fee of;**

.

Our price proposal is detailed in the following page. Signature

Title

**Note 1:** Include management costs of outside sub-contractors in your price proposal. Per the By- Laws of the Republic of Turkey will not pay any additional over-ride percentage on consultants that are part of your team.

**ATTACHMENT H:**

**UNIT PRICE PROPOSAL FORM BY BIDDER**

**SPECIAL INSPECTIONS PROFESSIONAL TO PROVIDE A FULL AND**

**COMPLETE LIST OF ALL APPLICABLE UNIT PRICES TO BE REFERENCED FOR ADDITIONAL SERVICES.**