TURKISH CONSULATE GENERAL NEW YORK

**REQUEST FOR PROPOSALS**

**FOR**

**GENERAL CONTRACTING CONSTRUCTION WORK**

for the Construction of the

NEW TURKEVI CENTER AT

821 UNITED NATIONS PLAZA

NEW YORK CITY, NEW YORK

ISSUING DATE FOR REQUEST FOR TECHNICAL PROPOSALS: **November 16, 2016**

CLOSING DATE FOR RECEIPT OF TECHNICAL PROPOSALS: **December 9, 2016**

TIME: 10:00 AM EST Sharp

PLACE: 825 3rd Avenue

Ground Floor Security Desk

New York, New York 10022

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1. **NOTICE TO PROFESSIONALS.**

Through this Request For Proposals (“RFP”), the Consulate General of Turkey in New York on behalf of the Republic of Turkey (in short form hereafter as “Owner”) is seeking proposals from qualified professional companies to demonstrate qualifications, experience, and approach for general construction companies or joint ventures of multiple qualified companies to complete general contracting including, but not limited to, estimating, value engineering, scoping, subcontracting, materials sourcing and procurement, site operation and site safety, excavation, building construction, all other general contracting work (hereafter, “Construction Work”) for the new “Turkevi Center Project” (in short form hereafter as the “Project”). This project shall be executed by all Union worker under current Labor Agreements. The project will be completed in two phases of substantial completion and occupancy: first for the office section and, second, for the residential section.

P r o j e c t:The construction of a new “Turkevi Center” building (in short form hereafter as the “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, on the corner of 1st Avenue and East 46th Street in Manhattan’s Turtle Bay neighborhood, as designated on the Tax Map of the City of New York, Borough of Manhattan as Block 1338 Lots 30 (821 UN Plaza) , Lot 31 (driveway/parking), 132 (townhouse) (hereafter, the “Site”).

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

Construction Work**:** Work required through this RFP and described in detail in the Scope of Work document, attached as **Attachment A** to this RFP are referred to as the “Construction Work”.

General Contractor**:** The general construction contractor company, licensed in New York, performing the excavation and Construction Work, providing a team headed by a contractor’s representative, project executive, project manager and project superintendent, and including all necessary subcontractors, engineers, laborers, vendors, materials and equipment suppliers consultants, etc. to carry out all the necessary work required through this RFP shall be referred to as the “Contractor”.

General Contractor ’s Tea m: The team which consists of a fully-staffed, competent, qualified and experienced personnel to perform all Work subject to the Agreement on behalf of the General Contractor, shall be referred to as the “General Contractor’s Team” or the “Key Personnel.”

General Contractor’s Subcontractors: Any and all subcontractors, tradesmen, mechanics, laborers, material and equipment suppliers, engineers, experts, advisers, expediters, etc. who will be hired for all Work which could not be performed by the General Contractor’s own personnel for the fulfillment of the obligations under the Agreement and under signed contracts between Contractor and said subcontractors, etc., shall be referred to as the “General Contractor’s Subcontractors”.

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

Legal Advisor: A legal team from “Herrick, Feinstein LLP” headed by Robert S. Marshall, Jr., ESQ, will be referred to as the “Legal Advisor.”

Architect: Owner has retained “Perkins Eastman Architects P.C.” headed by architect Mike Lew (Principal in Charge) and T. Rajwer (Project Manager) will be referred to as the Architect (Architect of Record) for the new Turkevi Center Building, and all of the architect’s sub-consultants.

Insurance Advisor: The insurance advisors consulting with the Owner on all insurance and bonding issues is Commercial Insurance Consultants (CIC) headed by Gina Teresi and Richard Resnick.

Owner: The Owner is the Republic of Turkey represented by the Consulate General of Turkey in New York, hereafter referred to as the “Owner.”

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

**2. 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 excavation and construction of the new building is planned to start in Q2, 2017. Prior to that time, the current buildings (the current Turkevi Center building and a townhouse) on the project site will be remediated and demolished before the start of construction. The Scope of Work and Additional General Contractor Requirements is detailed in **Attachment A.**

**The current Tur k e v i Ce n t e r b u i l d i n g:** The structure is eleven stories in height with a floor plate of approximately 6,600 SF resulting in a total of approximately 72,600 SF. This structure is scheduled for demolition in the next few months.

**The current townhouse b u i l din g**: The structure is five stories in height with a floor plate of approximately 1,400 SF resulting in a total of approximately 6,400 SF. This structure is scheduled for demolition in the next few months.

**The New Turkevi Center**. Currently under design by Perkins Eastman with construction documents to be completed in October, 2016, the Turkevi Center will be an iconic glass tower integrating Turkish architectural elements on the exterior and interior. The Center will be 217,554 SF over 35 stories above grade, three stories below grade, approximately 158,000 SF of which will be office space and 53,000 SF will be residential space in the “Tower,” with 6,000 SF of utility spaces.

The Contractor will be the sole responsible party, both technically and legally, against all the local and international authorities for the general contracting and subcontracting and construction processes and Work provided within the Scope of the Work in **Attachment A**. Owner and Owner’s representatives (including the Architect and their sub-consultants) will not be responsible, technically and/or legally, for accepting requests and demands of the Contractor or approving construction means and methods or any other documents prepared by the Contractor, other than Applications for Payments and other such documentation.

**3. SELECTION CRITERIA**

The selection of the appropriate “Contractor” will proceed in two phases, as described below:

**3.1** During **Phase One** (Technical Proposals) of the tender process,Selection Criteria will focus upon the following elements:

* A complete/proper Proposal consisting of the “Service Report”
* A narrative describing the Construction Schedule that demonstrates the ability to meet the stated two phase occupancy requirements, including highlighting of long-lead materials and any other constraints or restrictions;
* “Qualification Documents” as designated in this RFP, Section 4.2.5

**3.2** During **Phase Two (Price Proposals and Negotiations)** of the procurement process, Selection Criteria will focus upon the following elements:

* Acceptance of the Contractor Agreement.
* A competitive and reasonable Fixed Stipulated Sum proposal.
* Once technically qualified, the lowest reasonable Fixed Stipulated Sum shall be the primary criterion for the final selection.

**4. PROCUREMENT PROCESS. (Tender)**

The procurement process will consist of Two Phases, as described below:

**4.1 Phase One: Technical Proposals.**

The Phase One Proposal is meant to convey your firm's technical qualifications and the overall approach to the project as it has been described in general terms of the site, size, stories, etc.  100% Construction Documents will later be available only to those firms who have qualified for Phase Two and will be requested to develop Fixed Stipulated Sum proposals.

* Bidders will submit their technical proposals (a **Service Report** and a **Schedule Narrative** togetherwith their **Qualification Documents**) in a sealed envelope/box on or before **December 9, 2016 10 AM EST.** The Owner~~s~~ reserves the right to reject any proposals received after time on the date specified. Proposals, addressed to the “Turkevi Center Project Selection Committee”, will be submitted to the following address:

New “Turkevi Center” Project Selection Committee

Consulate General of Turkey in New York

825 3rd Avenue, Ground Floor Security Desk

New York, New York 10022

**Attention:**  Consul General, Ertan Yalcin

**GC Technical Proposals**

* Please submit nine (9) hard copies and two flash drive copies of your Proposal to the Selection Committee’s address as noted above.
* Bidders should not submit Fixed Stipulated Sum proposals on Date to Be Determined**.**
* Bidders that are deemed to be technically, financially and/or legally incompetent shall be excluded from the tender, at the sole discretion of the Selection Committee.
* If deemed necessary, bidders may be invited to interview. Bidders will be notified for the exact date and time of the interviews in advance. Tentatively, those interviews are scheduled for December 12 to December 14, 2016**.**

**4.2 Technical Proposal Format**

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.

**4.2.1 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 Owner 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 and related Contact Person – name, title, e-mail, phone numbers, including cell phone numbers where appropriate, email address.

**4.2.2 Table of Contents**

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

**4.2.3 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 construction approach, demonstration of the proposer’s ability to manage complex projects at multiple sites in your current portfolio, as well as the firm’s ability to provide personnel with relevant experience to manage the construction on projects of similar size and character.

- Indicate in detail the work that your firm is ready to provide among that defined in the Attachment A to the RFP, Scope of Work

- Indicate in detail the periodic documents that your firm will provide within the general construction activities.

- Indicate any of the work that your firm prefers to be excluded from the Scope of

Work, if any, and **explain your reasons**.

- Indicate other work you find necessary to appropriately execute the Work, although not defined in the Scope of Work.

- List all required City and State Regulatory Agency construction project permits, certificates and approvals required (if any).

- 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 Work set forth in the RFP?

**4.2.4 Proposed Schedule**

* An overall Proposed Milestone Schedule is attached as **Attachment** **D** to this RFP. Please provide a narrative strategy and approach to achieve that schedule, including a description of sub-schedules of any critical subcontractors or long-lead material suppliers that could adversely impact that schedule.
* If you think that the attached Milestone Project Schedule cannot be achieved, then explain your arguments and submit your proposed conceptual schedule independent of the provided Milestone Schedule.
* The narrative schedule shall include anticipated dates for the commencement of construction and for substantial/final completion of each of the two occupancy phases (office space and, later, residential space). The schedule shall include allowances for periods of time required for Architect and Owner’s Rep’s review, for the performance of the Owner’s consultants, allowances for Third Party Inspections and Commissioning, and for approval of submissions by authorities having jurisdiction over the Project, including mandated Holidays, restricted schedules during the UN General Sessions in September and April, UN summit meetings, among others.

**4.2.5 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 types of construction Work described in the Scope of Work. Of particular interest would be the Bidder’s experience in providing such construction work to any of the following: Foreign Government’s consulates or missions, the City of New York, the State of New York, other governmental entities in New York State.
* The Key Personnel for this engagement and, for each such person, the role she/he will play and his/her experience in providing the kind of construction Work described in the Scope of Work.
* 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, she/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 who can provide information concerning the Bidder’s experience in providing the kind of construction Work on the types of buildings specifically described in the Scope of Work.
* 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 Work, service fee, size, year completed, total construction cost 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 she/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:

Note: If submitting as a Joint Venture, at least one of the Joint Venture partners must meet these same criteria.

1. Evidence of Contractor licensure in New York State for at least the last five years, including such evidence for any former entity if the contractor entity has changed as a result of acquisition, merger, consolidation or other transfer or reorganization;
2. Average minimum volume of US $300,000,000 for similar construction work in NYC (any of the five boroughs) over the last three calendar years;
3. At least one project completed in the last three calendar years in any of the five boroughs exceeding 200,000 SF and with a construction value not less than US $200,000,000;
4. No pending legal actions and if any are current, cite the steps taken to remedy the issue;
5. Bonding capacity that exceeds US $300,000,000 with a 10% bid bond in place for not less than 90 days;
6. Insurance capacity that exceeds US $250,000,000 in aggregate;
7. Willingness to provide a Stipulated Sum on completed construction documents using the standard AIA A101 and A201 Agreement, as modified, including, without limitation, liquidated damages for late completion;

(g) Ability to work with a 30 day payment schedule from the Architect’s final approval and certification of your Application for Payment;

(h) Ability to certify that all personnel working on the site will be able to pass typical police and security background checks;

(j) Submission of Union Agreements for major subcontractors including, but not limited to, concrete, structure, curtain wall, mechanical/electrical/plumbing, among others.

(k) Submission of your five year safety reports (Experience Modification Rating)

* Proposals that fail to meet the minimum qualification requirements will be rejected, at the sole discretion of the Selection Committee.
  + 1. **Additional Requirements. Proposal shall include the following documentation:**

- Vendex. Current “Vendex” form as given by the City of New York.

- Summary Balance Sheet. Certified copy of the audited or unaudited Summary Balance Sheet for the last 3 (three) years or similar acceptable documentation from a Certified Public Accountant.

- If responding as a Joint Venture, a duly executed and notarized copy of the Joint Venture Agreement shall be provided.

- Tax and Insurance Clearance Certificate(s).

* Certificate of applicable Insurance and evidence of bonding capacity, documented with letters and certificate from your carriers. See **Attachment E** for further detail.
* Trade registration certificate(s).
* Examples of applicable formats are provided in **Attachment F.**

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.

Qualified firms will be invited to interviews with the Selection Committee (see preliminary schedule in 6.0 below). Prior to that interview firms shall have thoroughly reviewed the DRAFT Construction Agreement and all Insurance Requirements - included herein as Attachments B and E - and be prepared to discuss questions and issues thereto during the interview.

**4.3 Phase Two: Price Proposals and Negotiations.**

* Competent bidders (firms who submit complete and proper proposal: Service Report, Schedule Narrative and Qualifications Documents) will be invited to submit their Price Proposalsand those firms will receives copies of the 100% Construction Documents to facilitate their bid development. The notification will be sent to competent bidders by e-mail and mail.
* Bidder’s Authorized Representative will hand-deliver their “Fixed Stipulated Sum” Proposals in a sealed envelope clearly marked “GC Fixed Stipulate Sum PROPOSAL” on **March 14, 2017 at NOON EST sharp**, to the selection committee representative Mr. Ahmet Denk. The Owner reserves the right to reject any proposals received after NOON EST on the date specified. Proposals, addressed to the “Turkevi Center Project Selection Committee”, will be hand-delivered to the following address:

“Turkevi Center” Project Selection Committee

Address: Consulate General of Turkey in New York

825 3rd Avenue, 28TH Floor

New York, New York 10022

**Attention: Consul**, Ahmet Denk (TEL: 646 430 6366)

GC Fixed Stipulated Sum Proposals

* Please hand-deliver five (5) hard copies of your Fixed Stipulate Sum Proposal to the Selection Committee’s address as noted above.
* All Price Proposals received on or before the price proposal due date and time at the location specified herein will be evaluated by the Selection Committee. The selection committee shall make a determination to: (1) recommend award of contract based on initial price proposals; or (2) may 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:

- The selection committee may require Bidders to provide additional information about their price proposals, give oral presentations in support of their proposals.

- 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 to be determined.

* The Bidder with the **lowest r e as o nab l e** Fixed Stipulated Sum shall be awarded the tender.
* The awarded Bidder will be notified by an executed Letter of Intent and invited to execute the Agreement immediately upon the submission of the 100% Performance and 100% Payment Bond, Certificates of Insurance as per **Attachment E**. The awarded bidder must present the executed bonds within ten (10) business days of receipt of the Letter of intent. The awarded bidder must sign the Contractor Agreement (Agreement) within fifteen (15) business days from the date of submission of the bonds. 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 Owner, Owner may negotiate and sign the Agreement with the second lowest price bidder. The 10% Bid Bond will be claimed upon the Lump Sum price difference between the lowest and second lowest bidder to the maximum value of the 10% Bid Bond. The Agreement will only become binding when all contract documents have been submitted in accordance with this RFP, including the 100% Performance Bond and the 100% Payment Bond. Should the awarded bidder not produce the bonds within 10 business days of the Letter of Intent, then the Owner may sign the Agreement with the second lowest bidder and, again, the 10% Bid Bond will be claimed for the Lump Sum Price difference between the lowest and the second lowest bidder.
* If deemed necessary, the scope of work defined in the RFP will be altered by Owner, and the competent bidders will be asked to submit their Fixed Stipulated Sum Proposals (according to the altered scope of work). The altered scope of work and the contract will be sent to the bidders, annexed to the notification letters for Phase Two Price Proposal.

**4.4 Fixed Stipulated Sum Proposal Format**

* Complete the formats provided as **Attachment C** to this RFP. Fixed Stipulated Sum Proposal shall be submitted in **U.S. Dollars excluding Value Added Taxes**. Fixed Stipulated Sum Proposal shall be signed by an official authorized to execute contracts and shall be submitted in a sealed envelope. Attached to this document should be your firm’s Unit Price List, as described in Attachment A: Section A.7.
* In so much as the Owner has a defined level of Tax Exempt status on many items (with the reciprocity), a description of same will be forwarded to all firms for consideration prior to submitting your Price Proposal. For contractors and subcontractors tax exemption may be provided for the acquisition of project-related goods and materials. This privilege is not extended to the rental of equipment.
* All direct and indirect costs, expenses and reimbursable expenses that will arise during the performance of the Work requested in this RFP should be included in your Fixed Stipulated Sum Proposal as General Conditions.
* The costs of the staff you employ within your firm and the costs/fees of all consultants, professionals, etc. you employ/engage during the performance of the Work requested by this RFP should be included in your price proposal.
* All fees and taxes that may be paid to the governmental authorities, regulatory agencies, etc. during the performance of the Work requested by this RFP will be paid by the Bidder. Further instructions on certain tax exempt items will be forthcoming
* With your Fixed Stipulated Sum Proposals, the competent bidders will submit a 10% Bid Bond utilizing Bid Bond Form at **Attachment G.**
* The Fixed Stipulated Sum Proposal (a) should be submitted in a sealed envelope, clearly labeled “Price Proposal”, (b) should be irrevocable for ninety (90) days from the date of the opening of the Price Proposal, and (c) should be signed by the Bidder’s authorized representative. If a Joint Venture, each firm’s authorized representative is required to sign the submission.

**5. SCOPE OF WORK AND ADDITIONAL CONTRACTOR REQUIREMENTS.** To develop your strategy, approach and Fixed Stipulated Sum price proposal, please consider the Scope of Work and Additional Contractor Requirements document, attached as **Attachment A**, wherein we have detailed the general scope of work that best meets Owner’s requirements on this specific project.

**6.0 TENDER SCHEDULE.** The overall Tender schedule below is subject to review and modification and any changes will be communicated to all participants in writing in the form of an Addendum to this Tender.

|  |  |
| --- | --- |
| **Activity** | **Date or Week Of** |
| Request for Proposals Issued | **November 16, 2016** |
| Questions on RFP, Agreement, Legal, Insurance Issues Submitted | **November 22, 2016** |
| Questions on RFP Answered in Writing | **November 29, 2016** |
| **Phase One** Technical Proposals Submitted | **December 9, 2016** |
| Interviews of Qualified Firms | **December 12 - 14, 2016** |
| Bid Documents issued for Fixed Stipulated Sum Proposal development | **December 20, 2016** |
| **Phase Two** Fixed Stipulated Sum Proposals Submitted – | **March 14, 2017** |
| Fixed Stipulated Sum Negotiations | **March 14, 2017** |
| Announce Award to the Bidders | **Date TBD** |
| Execute Contractor Agreement | **Date TBD** |
| Project Orientation/Kick-Off Meeting | **Date TBD** |

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

**7. INSTRUCTIONS TO PROPOSERS**

* Non-Binding Acceptance of Proposals: This RFP does not commit Owner to award a contract for any Work.
* Incurring Proposal Costs: Owner is not liable for any costs incurred in the preparation of a response to this RFP.
* Owner reserves the right to reject any or all proposals at any time in the best interests

of the Owner. Owner does not assume any obligations 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 Owner. Official notifications will be made in writing.
* Firms should thoroughly review the Insurance Requirements in Attachment E concerning approaches, minimum coverage and limits and be prepared to discuss issues and concerns with the Owner’s Insurance consultant during interview session noted in the Tender Schedule in Section 6.0.
* **Questions and Answers.**

Questions shall be directed in accordance with the dates in Section 6.0 via e-mail to “[turkeviproject@mfa.gov.tr](mailto:turkeviproject@mfa.gov.tr)” and simultaneously in writing via mail to Selection Committee’s following address:

“Turkevi Center” Project Selection Committee

Consulate General of Turkey in New York

825 3rd Avenue, Ground Floor Security Desk

New York, New York 10022

**Attention: GC RFP Questions**

Questions must be submitted not later than **November 22, 2016** and the Owner will respond with answers to those questions not later than **November 29, 2016**. Questions and answers will be shared with all RFP recipients via e-mail and simultaneously in writing.

* **Site Visits.** Site visits can be conducted by appointment. Please send site visit requests to [turkeviproject@mfa.gov.tr](mailto:turkeviproject@mfa.gov.tr)
* The Bidder with the **lowest r e as o nab l e** Fixed Stipulated Sum shall be awarded the tender.
* Your firm is required to deliver your Fixed Stipulated Sum proposal response in person and late responses will not be opened, nor will the proposal be returned to the respondent. An authorized representatives shall remain to observe and document the “opening” of the proposal. Your proposals are due on Date to Be Determined at NOON EST. The Owners reserves the right to reject any proposals received after NOON EST on the date specified. Proposals, addressed to the “Turkevi Center Project Selection Committee”, will be hand-delivered to the following address:

“Turkevi Center” Project Selection Committee

Address: Consulate General of Turkey in New York

825 3rd Avenue, 28TH Floor

New York, New York 10022

**Attention: Consul**, Ahmet Denk, Tel: 646 430 6366

GC Fixed Stipulated Sum Proposals

Fixed Stipulated SumProposals should **not be included in your Phase One** submission on **December 9, 2016**.

* Please submit nine (9) hard copies and two flash drive copies of your Phase One Technical Proposal to the Selection Committee’s address as noted above.

**8. CONTRACTOR AGREEMENT REQUIREMENTS.**

**The Requirements of the Agreement are set forth in the terms and provisions of the Draft Contractor Agreement annexed hereto as Exhibit B. Please note that the draft contract is subject to change.**

**8.1 Provisions Related to Contractor’s Subcontractors.**

* Set forth in the terms and provisions, including, without limitation, Article 5 of the A201 part of the Agreement.
  1. **Contract Price and Payments.**
* Contract Price. Owner agrees to pay the Contractor, as compensation for the entire Work required by the Contract Documents, a Fixed Stipulated sum, which will be set forth in Section 4.1 of the A101 part of the Agreement.
* Advance Payments. No advance payments or deposits will be made under the Agreement pursuant to Section 5.1.9 of the A101 part of the Agreement, except as described below.

8.2.a. Pursuant to Republic of Turkey procurement by-laws, no payments will be approved for deposits, engineering services, materials, fabrication, labor, storage and delivery costs not verified to be installed . The Contractor bears the costs of purchase and production of these related goods and services. Once installed, pro-rata payments may be requested through the Application for Payment for that portion of the item and verified by the Architect prior to their certification and approval.

8.2.b. However, to partially offset those costs, Advance Payment to the Contractor is possible, if by written request for a one-time advance of up to 15% (fifteen percent) of the total contract value to account for this need for internal financing of the costs incurred above. The 15% advance payment is possible if requested and provided through the first Application for Payment at such time that the worksite has been mobilized and the site safety program and project schedule has been approved. An advance payment bond shall be received from the Contractor to secure the total amount of the advance, not to exceed 15% (fifteen percent) of the fixed stipulated sum of the construction works.

Pay back of the Advance begins with the next Application for Payment after the advance is provided. A deduct of 22.5% (twenty two point five percent) of the Application for Payment amount (not the amount of the advance) will be applied against each of subsequent progress payments (along with the 6% retainage) until the total offset for the advance payment has been satisfied. At such time that the advance is fully credited back to the Owner via Applications for Payments reflecting the deduction, the advance payment bond shall be released.

* Payments. Pursuant to Section 5.1.3 of the A101 part of the Agreement, provided that on a monthly basis an Application for Payment (AIA Doc. G-702 Form) with a progress report addressed to the Owner including the corresponding schedule of values for Work completed is received by the Architect and Owner; then following the Owner’s approval of the progress report and Owner’s receipt of the Architect’s Certificate for Payment, the Owner shall make payment of the certified amount to the Contractor (pursuant to the Architect’s Certificate for Payment) not later than thirty (30) days following the Owner’s receipt of the Architect’s Certificate for Payment and the Owner’s Rep’s recommendation for approval.
  1. **Additions and Reductions in the Work, Increases and Reductions of the Contract Price, and Delays.**
* Changes in the Work and resulting adjustments to the Contract Time and Contract Sum shall be pursuant to the terms and provisions (including, without limitation, Article 7 of the A201 part) of the Agreement and in no event shall they exceed 20% of the original contract sum.
* Contract Time delays shall be determined in accordance with Section 8.3.1 of the A201 part of the Agreement.
  1. **Liquidated Damages In Case Of Delay in Substantial Completion.**
* Set forth in Section 3.4 of A101 part of the Agreement.

**8.5 Provisions Related To Financial Security.**

* Contractor shall provide Owner with 100% Payment Bond and 100% Performance Bond prior to the Owner’s execution of the Agreement in accordance with Section 11.4 of the A201 part of the Agreement. These Performance and Payment Bond formats are included for your reference in **Attachment I.**

Retainage shall be withheld by Owner at the rate of six percent (6%) from each payment in accordance with Section 5.1.6 of the A101 part of the Agreement and shall not be reduced at any time throughout the project.

**9. PERFORMANCE AND PAYMENT BONDS.**

* If the Contractor fails to finish the project, the bonding company/surety, with the consent of Owner, will arrange for another contractor to perform and complete the Agreement terms. The Bonding Company/Surety can obtain bids from qualified contractors acceptable to and with the consent of the Owner.

1. **ATTACHMENTS**:

Attachment A: Scope of Work and Additional Contractor Requirements

Attachment B: DRAFT Contractor Agreement

Attachment C: Fixed Stipulated Sum Proposal Form

Attachment D: Milestone Project Schedule

Attachment E: Additional Insurance Requirements

Attachment F: Sample Formats for this RFP Section 4.2.6

Attachment G: Bid Bond Format

Attachment H: Performance and Payment Bond Formats

Attachment I: (Additional Attachment Templates to be provided by Owner)

Attachment J: (Additional Attachment Templates to be provided by Owner)

Attachment K: (Additional Attachment Templates to be provided by Owner)

**Attachment A: Scope of Work and Additional Contractor Agreement Requirements**

The Scope of Work to be provided by the Contractor consists of 3 parts:

A. Mobilization - Pre-Construction Activities

B. Construction Phase Activities

C. Post Construction and Close-Out

**A.1. General Construction**. Contractor agrees to perform all of the Work required by the Contract Documents. The "Contract Documents" consist of this Agreement, all documents, including the plans and specifications, identified on Exhibit A, attached hereto and which are hereby incorporated herein, any amendments to the above and any Change Orders duly authorized by the Owner. In the event of any inconsistencies between any of the Contract Documents, the Contract Document imposing the greater obligation or limitation on Contractor shall govern and prevail unless Owner specifies otherwise. Contractor shall further perform all Work which may be reasonably inferable from the Contract Documents as being necessary to produce the intended results for the completion of the Work.

The Contractor, retaining professionals (consultants, surveyors, engineers, etc.) as necessary, will investigate current site conditions, analyze site findings, verify applicable codes and regulatory requirements, develop schedules and work sequences, advise the Owner on the need for long-lead procurement processes on certain materials, prepare budgets, determine appropriate methods of construction for all phases of the work.

Construction approaches, type of structures to be constructed, safety issues, cost, site access, protection of adjacent structures, unforeseen conditions, scheduling, sequence and staging of work, orders for long-lead items and the delivery, storage, placement of materials, the disposal, recycling and reuse of construction waste, the environmental effect of the construction and construction processes will be considered by the Contractor. The Contractor shall be aware of the special conditions and restrictions of the UN Zone and respect the schedules and instructions thereto at all times.

The Contractor shall participate with Project Team in the negotiations with appropriate authorities and neighbor groups on the adjacent parcels regarding construction requirements including but not limited to access agreements, underpinning and other such activities.

The Contractor shall assist Owner in connection with the Owner’s responsibility for filing documents required for the approval of regulatory agencies, local authorities and entities having jurisdiction over the Project.

**A.2. Schedules**. Within twenty-one (21) days of award, the Contractor shall provide the Owner, Architect and Owner’s Rep with a complete Construction Schedule, including detailed schedules from each major subcontractor. Included in the Project Schedule or as an accompaniment to it shall be a detailed schedule for mandated Thirds Party Inspections to be completed by an entity secured by the Owner. Subsequently, updated Construction Schedules shall be provided to the Owner and Owner’s Rep on a bi-weekly basis, highlighted issues and concerns.

**A.3 Long Lead Procurement**. Within twenty-eight (28) days of award, the Contractor shall provide the Owner and the Owner’s Rep with a detailed list of “Long-Lead Procurement Items” highlighting the time frames for ordering, manufacturing, delivery and installation lead time.

**A.4. Project Budget, Schedule of Values.** Within thirty-five (35) days of award, the Contractor shall provide to the Owner, Architect and Owner’s Rep a complete Project Budget specifying details for all divisions in an updated Schedule of Values. Additionally, the Contract shall provide to Owner and Owner’s Rep a Cash Flow Projection for the life of project construction that should reasonable be expected for each monthly Application for Payment (section on long-lead items and some permits omitted here) to be included in the first monthly Application for Payment.

**A.5 Unit Prices**. Within forty-five (45) days of award, Contractor shall provide a Updated Comprehensive Unit Price list to the Owner, Architect and the Owner’s Rep establishing Base Unit Price for any additions, deletions, changes or modifications to the Contract Documents as attached to the final Owner Contractor Agreement dated To Be Determined , 2017. Unit Prices are only applicable to additive or deductive Change Orders as in B.7 below.

**A.6. RFIs/Submittals**. Contractor shall create a documented process to track the receipt and response to Requests for Information (RFIs) and Submittals and present same to the Architect and Owner’s Rep for approval. Once the base tracking documents have been approved, Contractor will populate them, present and review them on a bi-weekly basis with the Architect and Owner’s Rep who will subsequently provide record copies to the Owner.

At a minimum, the RFI log should include an ID #, Item explanation, Date Received, Date Returned, Action taken or Action needed, Comments and clarifications. The Architect will make its best efforts to review and respond to Contractor submitted Request for Information (RFI) within five (5) working days. Any delays in RFI response shall not be the basis for a claim.

A similar log for Submittals shall be developed and submitted for approval. The Architect will make its best efforts to review and approve or disapprove within fifteen (15) working days all shop drawings and samples submitted by the Contractor (after the Contractor has reviewed and placed their Reviewed stamp indicating same onto each submittal). The Architect will not be responsible for expediting shop drawing submissions from subcontractor. All communications to architect are to be from Contractor. Any delays in submittals shall not be the basis for a claim.

**A.7. Pre-Construction Conference.** Contractor shall conduct a Pre-Construction Conference with the entire Project Team at an appropriate time frame prior to the start of construction as mutually agreed between the Contractor, Architect, Owner’s Rep and the Owner. Conference agenda will include but not be limited to: introductions and contact information for all parties, roles and responsibilities, communications protocols, contractual obligations, project meetings, subcontractor lists and points of contact, project schedules and timing of third party inspections, job site lay-out and security, parking areas, storage, permits, restricted schedules in the UN corridor, testing, site cleanliness, Owner NIC vendors, payment procedures, public notices, neighbor relationship and public relation, among other.

**A.8. Progress Meetings.** Throughout this phase Project Meetings will be conducted by the Contractor no less than bi-weekly. Owner’s Rep schedules progress meetings. The Contractor shall prepare an agenda at least three days prior to each meeting. The Contractor shall attend and bring necessary materials to ensure a productive meeting. These meetings are intended to be active design work sessions with all stakeholders participating in the process. Minutes of those meetings will be taken by the Contractor and provided to the Architect and the Owner’s Rep, within 48 hours of the completion of the meeting, who will subsequently share them with the Owner.

**A.9. Substitutions.** All proposed substitutions to the materials or processes indicated in the Construction Documents must be submitted to the Architect for approval within fourteen (14) days of Execution of the Contractor Agreement. All substitutions must be submitted in the format as required in the General Conditions, Division 1.

**B.1. General Construction**. Contractor agrees to perform all of the Work required by the Contract Documents. The "Contract Documents" consist of this Attachment A, the Contract Agreement, all documents, including the plans and specifications, identified on Exhibit A of the Agreement, attached hereto by reference and which are hereby incorporated herein, any amendments to the above and any Change Orders duly authorized by the Owner. In the event of any inconsistencies between any of the Contract Documents, the Contract Document imposing the greater obligation or limitation on Contractor shall govern and prevail unless Owner specifies otherwise. Contractor shall further perform all Work which may be reasonably inferable from the Contract Documents as being necessary to produce the intended results for the completion of the Work. The Contractor shall, at all times, be aware of the special conditions and restrictions of the UN Zone and respect the schedules and instructions thereto at all times.

**B.2. Access Agreements.** Per standard practices, there will be Access Agreements put in place with each of the adjacent owners to the Project Site. The Contractor shall assist the Owner to obtain those agreements, enter into such agreements as required and fully comply with such agreements at all times (e.g, without limitation protective work, cleaning and repair obligations, and payment for cleaning and air filter changes passed through by the adjacent owner), as further detailed in Section 2.2.2 of the A201 part of the Agreement.

**B.3. Schedule.** Pursuant to A.2 above, the Contractor will provide bi-weekly updatesto the approved Construction Schedule, highlighting challenges, issues and potential delays, if any. The approved schedule will always include slow or no work times dictated by the rules and regulation of the UN Corridor that should be well known to the Contractor. Schedule should also highlight the intended two phase occupancy of “office spaces” first and residential spaces thereafter. An attached summary of long-lead materials procurement and its impact on the schedule should always accompany the Construction Schedule

**B**.**4**. **Project Budgets.** The Project Budget, Schedule of Values, Cash Flows developed in A.4. above shall be updated and provided to the Architect, Owner andOwner’s Rep bi-weekly throughout the construction phase.

**B.5. Progress Meetings.** Throughout this phase Project Meetings will be conducted by the Contractor no less than bi-weekly. Owner’s Rep schedules progress meetings. The Contractor shall prepare an agenda at least three days prior to each meeting. The Contractor shall attend and bring necessary materials to ensure a productive meeting. These meetings are intended to be active design work sessions with all stakeholders participating in the process. Minutes of those meetings will be taken by the Contractor and provided to the Architect and the Owner’s Rep, within 48 hours of the completion of the meeting, who will subsequently share them with the Owner.

**B.6**. **Application for Payment.** The Contractor shall propose a process for presenting and authorizing the standard G-702 Application for Payment, in accordance with Section 5.1 of the A-101 and Section 9.3 of the A-201 part of the Agreement, to be Certified and approved by the Architect and recommended for approval by the Owner’s Representatives. In general the expectation would be a “pencil meeting” on or about the 25th of the Month in which the Architect and Owner’s Rep are present to provide their provisional approval. Upon presentation of the final G-702, the Architect will authorize and the Owner’s Rep will recommend approval to the Owner and, subsequently, the payment will be processed within thirty (30) days post receipt of approved documents including partial lien releases from all subcontractors for payments made to same under the prior Application for Payment for the previous month. Refer to Section 5.1 of the A 101 and Section 9.3 of the A 201 part of the Agreement for more detail on the obligations of the Contractor pursuant to the payment processes.

**B.7**. **Change Orders.** No Change Order work will proceed without signed approvals of the Owner, the Owner’s Architect and Owner’s Rep and a duly executed G-701. Generally, Change Orders will result from a progressive process starting with a Proposed Change Order (PCO) reviewed and approved by the Architect and the Owner’s Rep recommending approval by the Owner. Alternatively, when changes may immediately impact the Project Schedule conditions may call for a Construction Change Directive (CCD) that is then reviewed and approved by the Architect and then recommended by the Owner’s Rep and such work may proceed prior to receiving confirmed costs for same. Refer to Section 7.2 of the A 201 part of the Agreement for more detail on the obligation of the Contractor pursuant to the change order process. Any work undertaken by the Contractor without navigating this approval process will not be reimbursed. In no event shall Change Orders exceed an **aggregate** 20% of the original contract sum.

**B.8. Vendor Coordination.** The Contractor shall coordinate site access, delivery and installation schedules with all Not-in-Contract (NIC) vendors engaged by the Owner. The Owner’s Rep will provide the Contractor with a list of all NIC Vendors and their contacts with updates as additional vendors are added. Reasonable efforts will be made by the Contractor to accommodate NIC Vendor access when requested and cross coordinate with the Contractor’s subcontractors on the site to do the same, understanding that many of these NIC vendors will require access prior to substantial completion to complete works that need to be integrated with on-going construction. Specialty vendors or direct staff of the Owner for security, phone and data installations are included in this category. A critical NIC vendor will be the Third Party Inspection and Commissioning Firms that will work closely with the Contractor and the Contractor shall make all best efforts to coordinate schedules and inspections and provide on-site work space as required.

**C.1 Punch-List.** The Contractor will produce three punch lists: Core and Shell, Commercial Space Interiors, Residential Space Interior. It is anticipated that the Contractor will develop a preliminary rolling Punch List as observations are noted for remedial action throughout the construction process.Contractor will provide photographic evidence of major punch list items to Architect and Owner’s Rep throughout all phases**.** Contractor will coordinate with the Architect and Owner’s Rep to review preliminary punch lists and collectively walk the site to confirm conditions and approve completion of remedial items. It is understood that the punch list work may start prior to substantial completion but also may continue post substantial completion.

**C.2. Substantial Completion.** As two phases of construction are completed the Contractor shall provide proof of all necessary inspections and signoffs and work directly with the Architect and Owner’s Rep to conduct final field inspections to confirm completion of the Work and then complete the G-704 Substantial Completion Documentation, first for the office Spaces and secondly for the Residential Spaces, corresponding to two separate pending Temporary Certificates of Occupancies, followed by a subsequent overall final Certificate of Occupancy noted in C.3 below.

**C.3. Certificate of Occupancy.** The Contractor will coordinate all efforts to obtain Temporary and final Certificates of Occupancy for both completion phases consistent with the established Project Schedule and procedures mandated by the NYC Department of Buildings. It is understood that Temporary Certificates of Occupancy will be issued for the office space while the residential work is on-going but the final Certificates of Occupancy will be obtained within the time frames mandated by the NYC DOB.

**C.4. Close-Out.** After obtaining all Certificates of Occupancy and producing the final Application for Payment and removal construction personnel from the site, Contractor shall provide the Owner a complete Owner’s Manual including all pertinent project record documentation, including but not limited to: Copies of all Substantial Completion and Certificates of Occupancy; Final Lien Releases; Contractor contacts for follow-up warranty work; as-built drawings in electronic format; copies of all Punch List noting completion of all remedial items; product specification, cut sheets, warranties and guarantees with appropriate contact information; Operations and Maintenance Manuals, Work agreements, if any; locations of all attic stock materials and any spare parts.

Physical close-out activities shall include but not be limited to all systems start-up; testing, adjusting and balancing of all systems; Systems demonstration for Owner facilities staff and any third party Building Engineers; change-over of permanent locks and delivery of keys and/or card keys to the Owner, replacement of all filters, final cleaning and other items as indicated in the Contract Documents.

Contractor shall assist Owner to resolve all final payments to and claims by any sub-contractors.

Final retainage of 6% shall be released at the completion of all close-out activities.

**Attachment B: DRAFT Contractor Agreement**

(Available upon request)

**Attachment C: Fixed Stipulated Sum Proposal Form**

**FIXED STIPULATED SUM PROPOSAL FORM**

Company Name Date

Contact Person or Persons if Joint Venture

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 General Contracting Construction Work. 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 Owner has the right to reject any or all proposals, and to negotiate a price for the proposed Work as determined to be in the best interest of Owner. Our price proposal will remain valid for a period of ninety (90) days after submission.

I hereby propose to provide the General Construction Work described in the Request for Proposals for a Fixed, Stipulated Sum of **$** (numerically)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ or

(SUM TO BE WRITTEN OUT COMPLETELY)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Our price proposal is detailed in the following page.

Signature

Title

And, if a Joint Venture, by the Joint Venture partner:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title

**TOTAL FIXED STIPULATED SUM** $ \_\_

Fixed Stipulated Sum to include all direct and indirect costs, general conditions, overhead, fees

**Note 1:** Include management costs of outside consultants, if any, 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.

**Note 2:** General Conditions should all direct and indirect costs of managing the Work. Expenses related to all employees, subcontractors, vendors, suppliers, consultants should become a part of your Fixed Stipulated Sum.

**Note 3**. Attach your **Unit Price List** to this document.

**Attachment D: Milestone Project Schedule**

**Attachment E: Insurance Requirements and Documentation.**

Based on the expected construction value of this project we anticipate that a Controlled Insurance Program (Wrap-Up) would be a viable Risk Management tool for insurance transfer. Towards this end, please provide us with your thoughts as to a Contractor Controlled Insurance Program. Your response to the points addressed below should be included. In the event the Owner and Contractor agree to implement a Contractor Controlled Insurance Program (CCIP) the Insurance Requirements in the Contract will be deleted and replaced with wording appropriate for a CCIP.

**1.0 CCIP. The following coverages must be included in the Contractor’s CCIP:**

1. **Workers Compensation Insurance**

Coverage A: Statutory Limits

Coverage B: Employers Liability

$1,000,000 Bodily Injury by Accident - Each accident

$1,000,000 Bodily Injury by Disease - Each Employee

$1,000,000 Bodily Injury by Disease - Policy Limit

Coverage needs to be provided for the Contractor and all enrolled subcontractors of every tier who provide on-site labor and any on-site personnel employed by the Owner.

1. **Commercial General Liability Insurance**

$3,000,000 Each Occurrence

$6,000,000 Annual General Aggregate

$6,000,000 Products/Completed Operations Aggregate\*

\*10 Years or the Statute of Repose whichever is the lesser as respects Extended Completed Operations coverage for all covered parties.

Coverage needs to be provided for the Owner, Contractor and all enrolled subcontractors of every tier for any incidents that occur at the Project Site.

1. **Umbrella/Excess Liability Insurance**

$250,000,000 Each Occurrence12

$250,000,000 Annual General Aggregate

$250,000,000 Products/Completed Operations Aggregate\*

\*10 Years or the Statute of Repose whichever is the lesser as respects Extended Completed Operations coverage for all covered parties

Coverage must be provided for the Owner, General Contractor and subcontractors of every tier for any incidents that occur at the Project Site.

***Coverage under the Commercial General Liability and Excess Liability policies must be provided on a primary and non-contributory basis to the additional insureds, and shall include coverage for products/completed operations, blanket contractual, explosion, collapse and underground hazards (X,C&U), bodily injury and property damage, personal and advertising injury, and fire legal liability.***

**1.1 CCIP: Please respond specifically to the following:**

1. Discuss design and structure of the CCIP.
2. We require that the Owner be a Named Insured.
3. What trades will be excluded?
4. If construction value is used as the exposure base, please advise the definition of construction value to be used in the adjustment.
5. We require favorable cash flow terms on the CCIP premium.
6. We require that the CCIP premium to be paid by the Owner be based on “expected losses” rather than “maximum aggregate deductible losses”.
7. Please discuss any incentive plans whereby the Owner can share in the savings.
8. Termination of the wrap-up requires final approval of the Owner.
9. Will you also be providing a “Subcontractor Default Insurance” proposal?
10. What other coverages do you anticipate providing as part of the program (i.e. Environmental, Professional, etc?)

**1.2 Insurance Requirements.**

1. Prior to commencement of any Work under this Contract, The Contractor (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.
2. **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.
3. **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.
4. **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 $ 2,000,000

Fire Damage Legal Liability $ 50,000

Personal and Advertising Liability $ 2,000,000

Medical Payments $ 5,000

Per Project General Aggregate $ 4,000,000

Products and completed operations aggregate $ 4,000,000

* **Minimum six (6) years completed operations after project 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 Operation**s.
* **Additional Insured status** is required to be maintained and evidenced throughout the six 6 years completed operations period.

1. **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 $250,000,000. All excess/umbrella liability insurance shall contain an ‘Excess Liability Policy Priority of Coverage’ endorsement consistent with the terms of this Exhibit D 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. The Owner shall have the right to require the contractor to furnish **Performance and Payment bonds** covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract. Each such bond shall be in a penal sum equal to 100% of the Contract Price with a T-Listed Bonding company. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the contactor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.
3. **Pollution Legal Liability** policy coverage for environmental incidents that arise out of the Work, with limits of $25,000,000 per claim and $25,000,000 in Policy Aggregate. Such policy coverage to include a three (5) year tail and include coverage for off-site disposal. If transporting hazardous waste/materials from the Site, appropriate MCS-90 Endorsement must be attached on a primary basis with $10,000,000 limits of liability.
4. 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.
5. Professional Liability for Architects and Engineers 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 Work to be provided under this Agreement for Prime Consultants and $3,000,000 per claim and annual aggregate for sub-consultants.
6. 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 D.
7. 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).

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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 the annexed 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 subcontractor’s 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, Ower’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.

**1.3 Insurance Documentation.**

The following insurance documentation **must be provided in the RFP response** with respect to Property & Casualty requirements:

1. Certificate of Insurance with required limits. If current limits are less than limits required, a letter from your Broker stating that in the event the contractor is awarded the project they will provide the $250,000,000 required.
2. An 855 Certificate Addendum
3. Five Year Loss Runs
4. Current Experience Modification and prior five year incident rates.
5. Safety Manual
6. Brokers contact information: Brokerage name, key contact, e-mail, telephone
7. Contractors In-house Insurance contact: name, e-mail, telephone

**Attachment F: Sample Formats for RFP Section 4.2.6**

**Attachment G: Bid Bond Format**

(Available upon request)

**Attachment H: Performance and Payment Bond Formats**

(Available upon request)

**Attachment I: (Additional Attachment Formats Provided by the Owner)**

**Attachment J: (Additional Attachment Formats Provided by the Owner)**

**Attachment K: (Additional Attachment Formats Provided by the Owner)**