

**STATEMENT OF WORK
FOR
CONSTRUCTION SERVICES**

**REMODELING DHS OFFICE
US ANNEX BUILDING LIMA, PERU**

1.0 INTRODUCTION

- 1.1 The U.S. American Embassy has a requirement to obtain the Service for remodeling the existing DHS office located on First Floor of Annex Building. The area will be modified according to the drawings attached to this scope of work. The work includes the supply of materials and the furnishing of all labor, equipment and tools to reconfigure the areas.

1.1.1.CONSTRUCTION CRITERIA

The purpose of this SOW is to secure the materials and qualified labor required to successfully accomplish the following tasks.

- a) Site Visit: Visit the space and verify the conditions of the existing office configuration. This means the Contractor shall inspect visually the space and investigate to determine any problem to perform the job. Discuss with the customer to ensure no other information useful for the assessment is missing. Provide written recommendations of any required additional work, or changes to the present scope through better alternatives.
- b) The Room 106 located in the Annex Building will be modified in order to have two offices as it is shown in the drawings of the project.
- c) The Contractor will be responsible for providing tools, equipment and enough trained personnel in order to perform the work without problems and delays. They shall be able to provide personnel to work in two shifts in the same time.
- d) The Contractor must follow all working safety regulations attached to this document and provide their personnel with appropriate safety equipment like gloves, security shoes, ocular protection, etc.
- e) Doors, frames and hardware shall be disassembled properly. The Contractor is responsible for dismantling or manipulating the equipment and material.
- f) The works to reconfigure include the following:
 - Drywall Works with minimum 5/8" Gypsum board
 - Painted of doors and frames – 4ea
 - Installation of doors and frames – 4ea
 - Wall Painting: pasting and two coats of latex paint according to the color selected by the customer
 - Installation of new Acoustical ceiling tiles (44m2) .
 - Installation of new carpet for the new office area. (44m2)
 - Supply and installation vinyl cove base (24m)
- g) The Ceiling Tiles will be supplied by Embassy according to the following:
 - Brand: Armstrong
 - Model: Fine Fissure Second Look II

- Size: 24"x48"x3/4".
 - For installation in Supradine 9/16"T-bar grid
- h) The carpet would be supplied by Embassy according to the following:
- Brand: Interface
 - Style: 1623102500 (Carpet tiles)
 - Color: 3508
 - Adhesive: Grid Set Green Glue 2000
- i) In addition to carpet manufacturer recommendations, the Contractor must follow the following:
- Once the existing carpet has been removed, the contractor will prepared the floor to receive carpet. The contractor has to inspect the floor to assure that proper bonding of the carpet to the floor could be achieved. The floor requires to be cleaned, dried and free from dust, paint, old adhesives or any foreign material.
 - For the installation, the contractor has to maintain uniformity of carpet tile and comply with carpet installation's standards.
- j) The area shall be kept clean and organized all time. The Contractor shall ensure that all the area receiving this work shall be left in a condition acceptable to the Embassy COR upon completion.
- k) Any times were necessary, the contractor shall coordinate with the Embassy to get the authorization to pick up the exceeding material from the construction. For any reason, the is exceeding material shall be left in Embassy disposal area
- l) All damaged areas during the working process should be restored to its original condition by Contractor.
- m) The work could be performed according to the following schedule:
- Monday through Sunday: 8:00AM to 05:00PM

1.2	The facility, Chancery Annex Building, is located in the Compound of the U.S. American Embassy at Encalada Avenue Block 17, Surco-Lima. All inspections shall be requested through the Embassy's Facility Manager [FM] or Contracting Officer Representative [COR].
1.3	Work shall be completed as expeditiously as possible. The structure shall be occupied during the execution of this contract. Contractor shall coordinate with COR for work phasing and job sequencing with work commencing and completing in each apartment unit in a sequential manner. Contractor to submit a phasing plan with construction schedule for review and approval prior to commencement of work at the site.

Contractor may be allowed to overlap phases upon exhibition of sufficient capability to execute the project simultaneously with the approval of the COR.

2.0 GENERAL REQUIREMENTS

- 2.1 The Contractor shall provide quantity surveyors, construction personnel, equipment, materials, tools and supervision as needed to complete the services that meet the technical requirements in this Statement of Work [SOW]. It is expected that the Contractor shall partner closely with Embassy personnel.

2.2 The work shall be executed in a diligent manner in accordance with a negotiated firm fixed price and performance period. The period of performance for all Phases of the project shall be according to Item 9 of this document.

2.3 The Contractor shall have limited access to or be admitted into any structure outside the areas designated for the project except with permission by the Embassy. The Contractor shall address the impact of the consequent disruption and provide for a continuing level of operation for continuous occupation of the residence during construction.

2.4 The Contractor shall be required to prepare and submit reports, bill of materials, product literature, drawings, specifications, quality control schedules, safety plan and construction costs. These documents shall provide the necessary interfaces, coordination, and communication between the Embassy and Contractor for the delivery of a completed project.

3.0 GOVERNMENT MATERIAL (GM)

Pursuant to Contract Clause FAR 52-245-2, Government-Furnished Property (Short Form), the Government will furnish the following materials and equipment for the installation by the Contractor. The Government Material (GM) is stored at US Embassy, Av. Encalada s/n Block 17- Monterrico, Lima. The contractor shall move, uncrate, assemble, and install the GM. GM shall be uncrated and inspected by the contractor in the presence of the Contracting Officer’s Representative (COR) to determine any damaged or missing parts. The contractor shall be responsible for damage or loss occurring after this inspection. The contractor shall notify the COR fourteen days in advance of the date the GM is needed. Any GM not incorporated in the work shall be returned to the Government and placed in storage at US Embassy, Lima as directed by the COR.

3.1 Contractor shall provide adequate quantities of materials in addition to the inventory of materials currently stored at the site to provide a complete the project as specified. Detailed List of Items provided at the site includes:

ITEM	DESCRIPTION		
1	Carpet Tile		
2	Glue		
3	Ceiling Tiles		
4	Doors and frames		

4.0 CONTRACT ADMINISTRATION

4.1 The Contractor shall not conduct any work that is beyond this Statement of Work and accompanying specifications unless directed in writing by the Contracting Officer [CO]. Any work done by the Contractor beyond this SOW and accompanying specifications without direction from the CO will be at the Contractor’s own risk and at no cost to the Embassy.

4.2 The Contracting Officer shall provide a Notice to Proceed [NTP] to the Contractor. No work shall be initiated until the NTP is issued by the CO.

- 4.3 The Contracting Officer may designate more than one individual to serve as the Contracting Officer's Representative [COR]. The Contractor will be furnished evidence of COR appointments, including explicit authority delegated to each COR and their responsibilities.
- 4.4 The Embassy does not make representations or warranties of whatsoever kind or nature, either expressed or implied, as to the quality, level of completion, accuracy, extent of compliance with the standards, codes and requirements described or referred to in this SOW, or the extent of coordination between or among the documents provided to the Contractor.
- 4.5 The Embassy's review, approval, or acceptance of, nor payment for the services required under this contract shall be construed to operate as a waiver of any rights under this contract or any cause of action against the Contractor arising out of the performance of this contract.

- 4.6 The Embassy has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Office of Overseas Buildings may perform quality assurance inspections [QAI] and tests during construction to confirm the work is installed according to the SOW.
- 4.7 The Contracting Officer has the authority to issue a temporary stop order during the execution of any particular phase of this SOW. This authority may be executed when the Embassy requires time for official functions, or is in possession of specific credible information indicating that the lives of Embassy personnel are immediately threatened and that the execution of the project will increase the Embassy's vulnerability. The Contractor shall promptly notify the CO that work has been stopped.

- 4.8 If any of the Contractor's services do not conform to the contract requirements, the COR may require the Contractor to perform the services again in conformity with the contract requirements. The Embassy may by contract or otherwise, perform the services and charge the Contractor any cost incurred by the Embassy that is directly related to the performance of such service or terminate the contract for default.
- 4.9 The Embassy has the right to terminate this contract of convenience at any time in whole, or from time to time, if the Contracting Officer determines it is in the interest of the Embassy.

5.0 RESPONSIBILITY OF THE CONTRACTOR

- 5.1 The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all construction and other services furnished under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its construction and other services.
- 5.2 The Contractor shall identify a Project Site Manager who shall be responsible for the overall management of the project and shall represent the Contractor on the site during construction. The Project Site Manager shall be approved by the COR.
- 5.3 The Project Site Manager shall attend all project meetings, prepare Status Reports on the project and submit them to the COR. Status Reports shall contain meeting minutes, accomplishments, arising concerns and proposed solutions, any proposed changed orders, and any other pertinent information required to report the progress of performance.
- 5.4 All documentation produced for this project will become the ownership of the Embassy at the completion of this project.

- 5.5 The Contractor shall verify that all materials, equipment, and systems provide operational dependability. The Contractor assures the completed construction shall be easily maintained or replaced with readily available materials and services.
- 5.6 Any cost associated with services subcontracted by the Contractor shall be borne by and be the complete responsibility of the Contractor under the fixed price of this contract.
- 5.7 The Contractor is responsible for safety and shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety and similar matters. The Contractor shall promptly report all accidents resulting in lost time, disabling, or fatal injuries to the COR.
- 5.8 The Contractor shall be and remain liable to the Embassy in accordance with applicable law for all damages to the Embassy caused by the Contractor's negligent performance of any of the services furnished under this contract. The rights and remedies for the Embassy provided for under this contract are in addition to any other rights and remedies provided by law.

6.0 PRE-CONSTRUCTION REQUIREMENTS

- 6.1 The Contractor shall examine all the documents and visit the site to fully inform themselves of all the conditions and limitations applied to the work and submit a firm fixed price cost proposal for all the work. No subsequent cost allowance will be made to the Contractor for neglect of the existing conditions.
- 6.2 Provide a statement that the Contractor's company and all personnel are experienced in **Civil Construction** similar to type and scope required for the work.
- 6.3 The Contractor shall prepare and submit a Quality Control Schedule [QCS] and Project Safety Plan [PSP] to address the project. The QCS and PSP are intended to document the entire project from beginning to end.
- 6.4 Submit a copy of a Contractor's Installation Guarantee covering the work, labor and equipment for a period of ONE [1] year at no cost to the Embassy signed by the Contractor.
- 6.5 Submit a Bill of Materials [BOM], product literature, samples and standard specification submittals of all materials to be used in the project provided by the contractor. The BOM's shall list the equipment and materials in sufficient detail that a purchase order for the materials and equipment can be executed without further elaboration or specifications. These documents will be used by the Embassy to approve all equipment and materials.

7.0 CONSTRUCTION REQUIREMENTS

- 7.1 No construction shall begin until approvals of the Pre-Construction Submittals are accepted by the COR.
- 7.2 The Contractor shall be responsible for all required materials not provided by the Embassy, equipment and personnel to manage, administer, and supervise the project. All workmanship shall be of good quality and performed in a skillful manner as determined by the COR.
- 7.3 All materials and equipment incorporated into the project shall be new unless noted otherwise. The Contractor shall transport and safeguard all materials and equipment required for construction.
- 7.4 Equipment and materials shall be carefully handled, properly stored, and adequately protected to

prevent damage before and during installation, in accordance with the manufacturer's recommendations. Damaged or defective items shall be replaced. The contractor will be responsible for security of all materials and equipment.

- 7.5 Receipt Of Materials - Shipment of equipment, materials, and supplies shall be addressed to the Contractor - not the Embassy. The Contractor must be on hand to accept shipments; the Embassy will not accept shipments.
- 7.6 The Contractor will be provided with a storage and staging area as determined by the COR. The Contractor shall be responsible for restoring the area to its original condition at the completion of the work. The Contractor shall be responsible for repair of any damage incurred to buildings or pavement as a result of storage activities. The Contractor is responsible for obtaining any additional off compound storage areas as required.
- 7.7 The Contractor shall at all times keep the work area free from accumulation of waste materials. Upon completing construction, the Contractor shall remove all temporary facilities and leave the project site in a clean and orderly condition acceptable to the COR.
- 7.8 The Contractor shall perform the work at the site during the Embassy's normal workday hours, unless otherwise agreed upon with the COR.
- 7.9 The Embassy is providing in **Attachment 2** the Contractor Safety Policy.
- 7.10 The Contractor shall be responsible for connection of temporary utilities to existing utilities including water and power lines. All temporary connections to local water and power lines shall be coordinated with the COR. The Contractor shall pay all costs incurred in connecting, converting, and transferring the utilities to the work. The Contractor shall be responsible for providing transformers, and for disconnections.
- 7.11 At the end of each work day, or notification of a temporary stop order, the Contractor shall lower and fixed all temporary work platforms and/or harnesses. Contractor shall notify the COR of the temporary barricade locations. Beginning the next workday, the contractor shall remove the temporary barricades before continuing the project.
- 7.12 Permits and responsibilities: The Contractor shall, without additional expense to the Government, be responsible for obtaining any licenses, fees, inspections, permits, and for complying with any federal, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, workers, the public, and the property of others. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.
- 7.13 Storm Protection - Should warnings of wind of gale force or stronger be issued, the Contractor shall take every practicable precaution to minimize danger to person, the work and adjacent property. Precautions shall include, but not be limited to, closing all openings, removing all loose materials, tools and equipment from exposed locations, and other temporary work.
- 7.14 Cleanup - The Contractor shall keep the work area, including storage areas, free from accumulations of waste materials on a daily basis and comply with all federal, state and local regulations pertaining to the storage, transport and disposal of wastes. The Contractor shall not use Hotel waste disposal facilities including garbage cans, trash piles or dumpsters.
- 7.15 Landscape Restoration - The surfaces of all unpaved areas disturbed by construction activities shall be sodded with an approved grass native to the sodded area as approved by the COR. These shall include areas which existing pavement is removed, areas where excavation takes

place, and areas where existing sod is killed or compacted by construction activities. Landscape shrubs killed or damaged by construction activities shall be replaced with same species and size.

8.0 CRITERIA

- 8.1 The Contractor work shall in accordance with US codes and standards. The COR will review and comment on the Contractor's submissions using the following codes and standards:
American Society for Testing & Materials,
2003 International Building Code
2002 National Electrical Code (NFPA)
2006 Peruvian Electrical Code

Statement of Work for Construction Services and the following accompanying specifications and drawings:

ATTACHMENTS

Attachment 2: Contractor Safety Policy

LAYOUTS

Attachment 9: ROOM 106 – DHS OFFICE

9.0 DELIVERABLE SCHEDULE

- 9.1 The Contractor shall commence work under this contract promptly, execute the work diligently, and achieve final completion and acceptance including final cleanup of the premises within the period specified.
- 9.2 Milestones:

Contractor Pre-Proposal Site Visit	June 17, 2013
Contracto Proposal Submittance	June 21, 2013
	Construction Begins
	Within 30 days of NTP and/or when personnel is cleared by Embassy Security
Construction	20 working days
- 9.3 Project Completion: Furnish one copy of maintenance and operating information, Contractor's one year workmanship guarantee and product literature of all items installed.

10.0 PROJECT SECURITY

- 10.1 The work to be performed under this contract requires that the Contractor, its employees and sub-contractors submit corporate, financial and personnel information for review by the Embassy. Information submitted by the Contractor will not be disclosed beyond the Embassy.
- 10.2 The Contractor shall submit this information including construction vehicle requirements within 10 days of the Notice to Proceed.

11.0 PAYMENTS

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- 11.1 The Contractor shall submit one copy of all payment invoices, with the appropriate backup documents to the COR. The COR will determine if the invoice is complete and proper as

submitted. The COR also will determine if billed services have been satisfactorily performed and if expenses billed are correct. If it is determined that the amount billed is incorrect, the COR will within seven days, request the Contractor to submit a revised invoice.

11.2 The Contractor shall specifically identify his last invoice "Final Invoice." The Final invoice shall include the remaining payment claimed to be due under the basic contract and all modifications issued, if any. The final invoice shall also have the Contractor's Release of Claims Certificate attached.

END OF STATEMENT OF WORK