

**STATEMENT OF WORK
FOR
CONSTRUCTION SERVICES**

FPU Renovation

1.0 INTRODUCTION

1.1 The U.S. American Consulate *is looking for General Construction Services at Matamoros American Consulate General.*

1.2 The facility, *Matamoros American Consulate General* is located in *Calle Primera 2002, Jardín, 87330 Matamoros, Tamps Mexico.* All inspections shall be requested through the Management Officer [MO] 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 Contracting Officer for work schedule. Contractor will submit a plan with construction schedule for review and approval prior to commencement of work at the site.

2.0 GENERAL REQUIREMENTS

2.1 The Contractor shall provide the appropriate quantity of 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 US Consulate Matamoros 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 completed in **45** days from Contract Award.

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 US Consulate Matamoros. The Contractor shall address the impact of the consequent disruption.

2.4 The Contractor shall be required to prepare and submit reports, bill of materials, product literature, specifications, quality control schedules, safety plan and construction costs. These documents shall provide the necessary interfaces, coordination, and communication between the US Consulate Matamoros and Contractor for the delivery of a completed project. Contractor will be provided a general set of plans to work off of.

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 Consulate Matamoros.** 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 Consulate Matamoros** 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 complete the project as specified. Detailed List of Items provided at the site includes:

1. None

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 US Consulate Matamoros.

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 Consulate 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 US Consulate'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 US Consulate Matamoros 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 Consulate 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 US Consulate Matamoros requires time for official functions, or is in possession of specific credible information indicating that the lives of US Consulate Matamoros personnel are immediately threatened and that the execution of the project will increase the US Consulate'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 US Consulate Matamoros may by contract or otherwise, perform the services and charge the Contractor any cost incurred by the US Consulate Matamoros that is directly related to the performance of such service or terminate the contract for default.

4.9 The US Consulate Matamoros 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 Consulate.

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 US Consulate Matamoros 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. All personnel must use all necessary PPE and must be reviewed and approved by the COR.

5.8 The Contractor shall be and remain liable to the US Consulate Matamoros in accordance with applicable law for all damages to the US Consulate Matamoros caused by the Contractor's negligent performance of any of the services furnished under this contract. The rights and remedies for the US Consulate Matamoros 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 understand 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 **General 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 US Consulate Matamoros 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 US Consulate Matamoros to approve all equipment and materials.

7.0 CONSTRUCTION REQUIREMENTS

- 7.1 No construction/works shall begin until approvals of the Pre-Construction Submittals are accepted by the COR. A copy of all construction licenses, payments, drawing with approval seal and requirements of any institution must be delivering to the COR.
- 7.2 The Contractor shall be responsible for all required materials not provided by the US Consulate Matamoros, 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/work.
- 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 US Consulate Matamoros. The Contractor must be on hand to accept shipments; the US Consulate Matamoros 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 US Consulate's normal workday hours, unless agreed upon with the COR.
- 7.9 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 making connections including providing back flow preventer devices on connections to domestic water lines, providing transformers, and for disconnections.
- 7.10 At the end of each work day, or notification of a temporary stop order, the Contractor shall lower and secure 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.

- 7.11 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 Consulate waste disposal facilities including garbage cans, trash piles or dumpsters.
- 7.12 Demolition – Before demolition begins the contractor shall remove all fixtures and materials that will be reused to avoid damaging them. Care shall be taken to protect carpet and elevators in which all materials will be traveling. These materials will include, but are not limited to, mirrors, counter tops, partitions, and plumbing fixtures. Demolition can take place on the weekends or holidays, but in coordination with the COR, to avoid disturbing the building occupants. At the end of each day all demolished material shall be removed from the premises. Demolition will include ceiling tile, walls, and carpet.
- 7.13 Wall Removal – The purpose of this project is to open up two spaces to allow for more desks, a new office and an increased ease of access. In two locations the non-load bearing walls will be removed according to the attached drawings.
- 7.14 Mechanical Systems – The existing A/C Unit with accompany wires, emergency shut offs and ducts shall be moved in accordance with the attached plans. Contractor shall ensure that all work is performed with appropriate safety measures and the system hooks up properly into the existing duct system. Contractor shall verify that all diffusers are emitting the correct amount of airflow upon completion.
- 7.15 Office Construction – In accordance with the plans the Contractor shall install walls to create a new office space. The drywall should be of 5/8” thickness with metal studs Ga 16 finish and painted with latex enamel paint as approved by the CO.
- 7.16 Closet under stairs- Contractor shall construct a closet under the stairs in accordance with the plans. Wall shall be drywall and door will be as specified below.
- 7.17 Ceiling Tile – Upon completion of the project all ceiling tiles shall be in place. The areas where wall openings were made shall have ceiling tile installed or some other transition that looks natural and professional. Dimensions of the tile are 2 feet by 2 feet. Existing tile is Armstrong brand and new tile should match existing.
- 7.18 Carpet – Carpet shall be removed and new carpet tile installed. Carpet tile shall be of the following quality. Any equivalent substitution shall be approved by the COR.
- Brand: INTERFACE of equivalent
 - (300 yard) Color No. 4928, Color ORE, Pattern Monolithic strt, 50x50
- 7.19 Doors- The contractor will be required to provide four doors as part of this project, please see the plans for reference. Doors should in line with the following guidelines.
- Door to office space- Shall be a solid core door. Contractor can use door on site as reference.
 - Door to closet under stairs- Shall be an accordion, folding door similar to that of the small closet in the hallway close to it.
 - Office door – Shall be a solid core door similar to other office doors currently existing on site.
 - Door to the kitchenette - Shall be an accordion, folding door similar to that of the small closet in the hallway close to it.
- 7.20 Cabinets – Contractor shall provide and install overhead cabinetry 8 feet 8 inches long. It shall be installed in accordance with the plans in the opening into the Consular area. These cabinets should be lockable. There should also be base cabinets of the same length with lockable doors and a countertop. All materials proposed should be submitted to the CO for approval.
- 7.21 Kitchenette – The contractor shall install a counter top and cabinetry to fit in the hall closet as shown on the plans. This area shall also include overhead cabinets and an electrical outlet. The area can be measured during the site visit. All material specs shall be submitted to the CO for approval. See above for door information.
- 7.22 Paint – All areas demolished or where new drywall is added shall be painted. Paint shall be a latex water based paint enamel finish. It should match existing paint. Contractor should take into consideration that if a

portion of a wall needs painted the whole wall shall be painted. All paint and colors to be approved by the CO.

7.23 Completion – Once all the work is completed the Contractor shall clean the area and present it to the CO for approval.

8.0 CRITERIA

8.1 The Contractor work shall in accordance with U.S. 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
2003 International Mechanical Code
2003 International Plumbing Code
2002 National Electrical Code (NFPA)

Municipal Construction Regulation Matamoros

Statement of Work for Construction Services and the following attached specifications:

Floor Plans

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: July 31, 2015
Award of Contract & Notice to Proceed: August 28, 2015
Pre-Construction Submittals: September 14, 2015
Construction Begins: Not Later than September 18, 2015
Construction: 45 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 Consulate. Information submitted by the Contractor will not be disclosed beyond the Consulate.

10.2 The Contractor shall submit this information including construction vehicle requirements within 10 days of the Notice to Proceed.

11.0 PAYMENTS

11.1 The Contractor shall provide a fixed priced lump sum proposal to the Contracting Officer. The Contractor may submit requests for progress payments at monthly intervals to cover the value of labor and materials completed to date. In making progress payments, there shall be retained 10% of the amount due until final completion.

11.2 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.

11.3 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