



STATEMENT OF WORK

FOR

Tennis court repairs

At

US Embassy Nouakchott

July 2015

Project xxxx

1.0 INTRODUCTION

1.0 The Work, as defined herein, includes, but not limited, to the following description, which appears here as a general guideline and is not intended to represent each and every item necessary to perform the Work and shall consist of all Design, Construction, and related work in accordance with Contract Documents inclusive of Project Drawings, Specifications, and any Addenda.

1.1 Overview:

The U.S. Embassy Nouakchott has a requirement for a contractor to perform improvements to the tennis court area (dimension in meters **36.00x25.00m**) at US Embassy Nouakchott. The Base Bid work will consist of:

- Demolish and dispose of existing paving as called out in the drawings.
- Properly excavate and prepare all areas to receive new concrete work.
- Install new concrete paving and curbs with steel reinforcement as called out in drawings.
- Paving to be installed to maintain existing drainage except where noted in the drawings.
- All concrete mix to be 350kg Portland cement 42.5 (cpa), 800 liters gravel and 400 liters of sand per metric cube. All poured concrete to use pre-mixed concrete trucked to site – **no site mixers or manual mixing allowed**. Any work found to not follow this will be removed and replaced at contractor expense.
- Provide and install expansion joints at edge of concrete slabs. Slabs to be no more than 1m x 3m in area. Use approved expansion joint material at joints.
- Only use smooth aluminum screed to finish concrete surface.
- Contractor is responsible for all work as needed for a complete project.
- Maintain and submit as-built plans showing at end of project.
- Disruption of site shall be kept to a minimum and cleanup will happen daily.
- Install new 15cm gravel base and 15cm concrete paving with steel reinforcement. Provide and install new pavers over concrete base. Owner to approve the design of pavers. Finish height of new paving to match existing top of paving heights.
- Only use smooth aluminum screed to finish concrete surface.
- Contractor is responsible for all work as needed for a complete project.
- Maintain and submit as-built plans showing at end of project.
- Disruption of site shall be kept to a minimum and cleanup will happen daily.
- Provide slab 1% to direct water in order to avoid water stagnation

1.2 The project location is:

U.S. Embassy Nouakchott
288, Rue 42-100 Abdallaye
Nouakchott, Mauritania

1.3 The Contracting Officer Representative (COR) shall be:

Braddy, Sonequa < Facility Manager >
Phone +222 4 525 4802

Cell 36 17 13 35
Email BraddyS@state.gov

1.4 All inspections will be requested through the COR.

2.0 GENERAL REQUIREMENTS

2.1 The Contractor shall provide a quantity of construction personnel, transportation, equipment, materials, tools and supervision as needed to complete the services and technical requirements in the 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 completed in **25 Calendar** days from Notice to Proceed (NTP). All work shall be executed in a diligent manner in accordance with a negotiated firm fixed price and performance period. This price will include every aspect of the work described in the Statement of Work (SOW).

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.

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.

2.5 Subcontractors. Contractor shall be responsible for the conduct and workmanship of subcontractors engaged in the project, and for subcontractor's compliance with the terms of this Statement of Work. The Contractor is responsible for the behavior and workmanship of subcontractors while on Embassy property.

2.6 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:

- International Building Code, 2009 Edition plus the 2011 OBO International Code Supplement.
- International Mechanical Code, 2009 Edition plus the 2011 OBO International Code Supplement.
- International Plumbing Code, 2009 Edition plus the 2011 OBO International Code Supplement.
- National Electric Code, 2009 Edition plus the 2011 OBO International Code Supplement.
- International Fire Code, 2009 Edition plus the 2011 OBO International Code Supplement.
- National Fire Prevention Association (NFPA), current edition

The contractor is responsible for being familiar with these codes. Should there be a discrepancy between the US Embassy specifications and the applicable Building Code, the more stringent of

the two shall govern. Work not in compliance with the Codes shall be deemed to be unacceptable.

- 2.7 Work Hours: Normal Embassy work week is from Sunday through Thursday from 08:00 to 17:00. Unless otherwise agreed with COR, the work shall be executed during normal Embassy work hours. Night, weekend or holiday work shall not be permitted except as arranged in advance with the COR. Embassy holiday schedule is available from the COR.

3.0 CONTRACT ADMINISTRATION

- 3.1 The Contractor shall not conduct any work that is beyond this Statement of Work and accompanying specifications, drawings and any addenda unless directed in writing by the Contracting Officer (CO). Any work done by the Contractor beyond this SOW without direction from the CO will be at the Contractor's own risk and at no cost to the Embassy.
- 3.2 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.
- 3.3 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.
- 3.4 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.
- 3.5 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.
- 3.6 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.
- 3.7 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. A list of official Embassy holidays can be obtained from the CO.
- 3.8 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.

- 3.9 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.

4.0 LIQUIDATED DAMAGES

- 4.1 The contractor will be penalized 60,000 UM for each day he is late in his completion of the project.

5.0 SECURITY CLEARANCES

- 5.1 All people on site are required to have a security clearance from the Regional Security Officer (RSO) prior to being allowed on site. Because of this requirement, 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.
- 5.2 The contractor shall submit this information including vehicle requirements within 10 days of the Award of Contract.

6.0 PAYMENTS

- 6.1 The Contractor shall provide a fixed fee, lump sum proposal to the CO for the work.
- 6.2 The Contractor shall submit monthly 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.
- 6.3 Payment terms are 30 days.
- 6.4 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 include the Contractor's Release of Claims Certificate and a one-year Workmanship Guarantee attached.

7.0 RESPONSIBILITY OF THE CONTRACTOR

- 7.1 Communication: The Contractor shall designate and make available a representative to meet with the Contracting Officer's Representative (COR) weekly to discuss the Progress of the Project or other matters pertaining to the Project. The contractor shall follow up all telephone conversations affecting the scope of work with an email summary of the conversation sent to the COR.
- 7.2 The Contractor shall prepare and maintain a Project Schedule to address the cost and schedule for the project. The Project Schedule is intended to document the entire project from beginning to end. Within 5 days of Notice to Proceed, the contractor shall provide to the COR a project schedule showing start to completion including significant milestones.

- 7.3 Install all equipment according to manufacturer's recommendations. Printed or electronic copies of product and installation information shall be required prior to purchase or installation.
- 7.4 The contractor is responsible to dispose of the construction debris outside of the Embassy Compound. Include, but not limited to soils, rock excavation, packing materials and scrap steel.
- 7.5 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.
- 7.6 The Contractor is responsible to properly layout and prepare for the work based on locations provided by FAC. When pursuing the work, the contractor is to take extra care as not to damage existing structure.
- 7.7 The Contractor shall be and remain liable to the USG in accordance with applicable US 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 USG provided for under this contract are in addition to any other rights and remedies provided by US law.
- 7.8 The Contractor's senior representative shall be responsible for briefing COR on the status of the Work.
- 7.9 The Contractor shall ensure that the overall program is executed smoothly, delivered on schedule, and within the project budget. The Contractor shall coordinate the efforts of all sub-contractors to ensure successful completion of this program within schedule and cost.
- 7.10 Structural Modifications: The contractor and his structural engineer are required to investigate each new opening, stairway support point, and equipment location for adequate structural support and ensure that their proposed work does not compromise the structural integrity of the parking or adjacent buildings. The engineer should sketch or report the methods towards resolution before the work is done.
- 7.11 Submittals: The contractor is responsible to submit shop drawings prior to fabrication and release of any materials for the Facility Manager and COR Review and approval. The Facility Manager review, however, does not relieve of the contractor's responsibility for the engineering work as to provide a complete working system.
- 7.12 Drawings: All unclassified drawings and unclassified documents must be returned to the COR at completion of the task order. In addition, all documentation produced for this project shall become the property of the USG at the completion of the project.
- 7.13 Injury Reporting: 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
- 7.14 Site Security. The Contractor is responsible for on-site security as necessary to ensure no unauthorized access to their work sites. The Contractor is 100% responsible for securing their working materials and equipment. Any damage to facilities or infrastructure, which happens due

to a lack of security, will be the responsibility of the Contractor to correct.

- 7.15 Health and Safety. The Contractor shall be solely responsible for risk assessments, managing health, and safety issues associated with this project. The Contractor must provide cold water to all workers at the job sites. Based on hazard assessments, Contractors shall provide or afford each affected employee personal protective equipment (PPE) that will protect the employee from hazards. At a minimum PPE shall consist of eye protection, hard hats, and closed toe shoes. If the workers arrive on-site with sandals or athletic shoes, the Contractor is expected to provide rubber boots to them or send them home. All construction workers and management personnel must wear hard hats at all times on the construction sites. Contractor provided rubber boots and rubber gloves shall be worn when working around concrete placement. Other PPE such as gloves, dust masks, air respirators (sewage work) are also recommended. These items must be provided at the Contractor's expense. Workers may use discretion if they feel unsafe in using the equipment in a hostile environment. Any worker at an elevated location above 4 meters, with the exception of a portable ladder, must be provided and utilize a safety harness.

8.0 SAFETY (FAR 52.236-13 ACCIDENT PREVENTION)

- 8.1 The Contractor shall provide and maintain work environments and procedures which will:

- (a) Safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities.
- (b) Avoid interruptions of Government operations and delays in project completion dates.
- (c) Control costs in the performance of this contract.

- 8.2 For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall:

- (a) Provide appropriate safety barricades, signs, and signal lights
- (b) Comply with the standards issued by the Secretary of Labor at 29 CFR part 1926 and 29 CFR part 1910.
- (c) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

- 8.3 Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

- 8.4 Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action.

This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action.

If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been

taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

- 8.5 The Contractor shall insert this clause, "Safety" including this paragraph 5.5, with appropriate changes in the designation of the parties, in subcontracts.

9.0 CONSTRUCTION SERVICES

- 9.1 The Contractor shall survey the area where construction will take place and become thoroughly familiarized with the existing conditions and conditions that will affect the construction. The Contractor shall be responsible for all permit requirements, licensing requirements, and the quality and availability of materials, sub-contractors, and equipment that may be needed to execute the contract.

- 9.2 The Contractor is responsible to locate all existing utility lines prior to any excavation. Prior to disconnecting any existing utility services, the Contractor is responsible to provide 48-hour advance notice to the COR.

- 9.3 The Contractor shall inspect and evaluate all available drawings and specifications pertaining to the project. The Contractor shall field verify all dimensions for construction relevant to the project.

- 9.4 All materials and equipment incorporated into the project shall be brand new. The Contractor shall transport and safeguard all materials and equipment required for construction as instructed by the manufacturer's instructions. Materials and equipment needed for a complete installation shall be the responsibility of the Contractor.

- 9.5 The Contractor shall at all times keep the work area free from accumulation of waste materials daily. Upon completing construction, the Contractor shall remove all temporary facilities and leave the project site in a clean and orderly condition acceptable to Post. Any repair of damage caused as a result of this project will be the responsibility of the Contractor.

- 9.6 The Contractor shall maintain continuous usage of existing systems during construction.

- 9.7 Deliverables to Accompany Close-Out of Construction: The Contractor shall provide one copy of the following to the COR:

1. As-Built Drawings: The contractor shall provide one set of marked up (As-Built) drawings reflecting the work as constructed. The drawings shall be digitally submitted on a CD-ROM in both AutoCAD and PDF format.
2. Contractor & Manufacturer's Contact List: The Contractor shall provide a list containing contractor's & manufacturers' contact information for future repair and maintenance.
3. Maintenance Instructions: Provide two copies to Embassy only.
4. Manufacturers' Equipment Warranties and Identification of Warranty Items: Two-year workmanship guarantee in writing covering all equipment, materials and labor in the event any workmanship or equipment items are found defective.

10.0 PROJECT SCHEDULE

- 10.1 The Contractor shall commence work under this contract promptly upon Notice to Proceed, execute the work diligently, and achieve final completion and acceptance of the project, including final cleanup of the premises, within the contract period specified.
- 10.2 Notification of intent to attend pre-bid meeting must be submitted to BezeidMF@state.gov more than 24 hours in advance for security clearances.
- 10.3 Bids must be submitted in English and are due Monday, July 21, 2016 25, 2014 no later than 12:00. All bids to be submitted by email to BezeidMF@state.gov or be delivered in person.

11.0 Bid Form

Construction Cost Breakdown: USA EMBASSY, NOUAKCHOTT

No	Descriptions	Unit	Qty	Unit Price \$	Total Price \$
1	Administration				
1A	Mobilization / Demobilization	LS	1		
1B	Submittals – product data & shop drawings	LS	1		

	Administration			Sub-Total	
2	Construction Work				
2A	Concrete Work	LS	1		
2B	Steel Reinforcement	LS	1		
2C	Close-out	LS	1		
	Construction			Sub-Total	
3	DBA Insurance				
3A	Contractor shall cover each of its workers at the site with DBA Workers' Compensation coverage, and require its subcontractors to do the same. Contractor must furnish certificate evidencing this coverage to Engineer prior to starting work.	LS	1		
	DBA Insurance			Sub-Total	
	Items 1 thru 3			Sub-Total	
				G & A	
				Sub-Total	
				Profit	
4	Basic Bid -			Contract Cost	
4A	Bid -			Contract Cost	

As a part of this bid, the contractor shall submit qualifications for the contractor and all subcontractors. Qualifications include a list of relevant projects, qualifications/experience of the firm and references.

END OF STATEMENT OF WORK