AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF	PAGES
	1		9

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
A002	04-18-2013		

6. ISSUED BY CODE

American Embassy, Lima
Contracting Office (GSO)
Av. Lima Polo Cdra. 2, Monterrico
Surco
Lima

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

CODE FACILITY CODE

(X) X

9A. AMENDMENT OF SOLICITATION NO.
SPE50013R0002

9B. DATED *(SEE ITEM 11)*
04-01-2013

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED *(SEE ITEM 13)*

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [X] is extended, [ ] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a)By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor [ ] is not, [ ] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

1. The purpose of this amendment is to replace entirely Attachment 1 - Statement of Work with the attached document.

2. The site visit is rescheduled to Thursday May 9, 2013 at 10:00 hrs. Please submit the names, DNI or passport numbers of people attending the visit to martinmp@state.gov no later than Tuesday May 7, 2013 by COB in order to coordinate their access to the building.

3. The Solicitation due date has been extended to Thursday May 30, 2013 at 10:00 hrs (local date and time). No proposals will be received after this date and time.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Elias Baumann	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	

STATEMENT OF WORK

CMR ROOF REPLACEMENT – REV 1

1.0 INTRODUCTION

1.1 The U.S. American Embassy is looking for an experienced company with proven experience of more than five years in roofing systems, to perform all the engineering and related construction works to replace the roofing system on the Chief of Mission Residence (CMR) in Lima, Peru. The total roof area is approximately 1,300.6 m^2 (14,000 ft^2).

1.1.1 In general, the work includes, but is not limited to, the following items:

- Removal of: terra cotta pavers, lightweight concrete fill, flat and standing seam metal roofing systems, and miscellaneous abandoned equipment and materials.
- Provide lightweight fill, 2-ply modified bitumen roof system to include 2-ply modified bitumen and liquid applied base flashings and stripping.
- Provide liquid applied membrane at perimeter cornice and as indicated.
- Disconnect and reconnect existing mechanical/electrical components to restore proper operation to rooftop equipment following installation of roofing, including conduits, wiring, refrigerant lines, condensate lines, concrete bases and all related connections/installations.
- Provide flat and standing seam metal roofing.

1.1.2 In addition to what it is indicated on paragraph *1.1.1*, all existing and buried cold, hot and recirculation domestic water lines shall be replaced and reinstalled above the roof with brackets and supports, which shall be anchored to the existing concrete slab, leaving enough height and space for the roofing installation. Also all electrical piping shall be reinstalled and/or replaced with brackets and supports anchored to the concrete slab in the same way, to provide enough height and space for the roofing installation. Conduits, boxes and wiring are included. This work shall be done prior to the roofing installation.

1.1.3 The building will be occupied and in use during construction. Take necessary precautions to create as little disturbance or disruption to the building and its occupants as possible during the work.

1.1.4 Said that, all related works should be coordinated directly with the COR (Contractor Officer Representative) and he will do all the coordinations with the CMR Administration if there will be not interference with the regular operations and events in the Residence.

1.1.5 This project will be directly supervised by the designer, an American company and all communications written and/or oral will be done in English, as a sole language.

1.1.6 The contractor shall designate a Project Manager and a Superintendent Engineer who shall be responsible for on-site supervision of the Contractor's workforce at all times. The Project Manager and the Superintendent Engineer shall be the focal points for the Contractor and shall be the points of contact with U.S. Government personnel and the American Supervision company. The Project Manager and the Superintendent Engineer shall have fluent English language skill to be able to communicate with members of the U.S. Government staff and the American Supervision company. The Superintendent Engineer shall have supervision as his or her sole function.

1.1.7 The Department of State will determine acceptable working hours.

1.1.8 All technical information required for this project is shown on the following attached PDF document: **Report CMR Roof Replacement.pdf** and its related attachments:

- Attachment 2 – Photographic Documentation. It is shown on a separate attached PDF document **Report Appendix A – Photographic Documentation.pdf**
- Attachment 2 – Climate Data. It is shown on a separate attached PDF document **Report Appendix B – Climate Data.pdf**
- Attachment 3 – Specifications. It is shown on a separate attached PDF document **Report Appendix C – Roof Replacement Specs.pdf**
- Attachment 4 – Drawings. It is shown on a separate attached PDF document **Report Appendix D - CMR Roof Replacement Dwgs.pdf**

1.1.9 Contractors must provide their own tools, materials, equipment, scaffolds and whatever will be necessary for the correct execution of the works, following the good engineering practices.

1.1.10 Contractor must follow all working safety regulations and provide their personnel with appropriate safety equipment like gloves, security shoes, ocular protection, earring protection, falling protection etc... A site meeting will be held to discuss safety issues prior to work commencing.

1.1.11 Since the work will be performed in the Residence of the main USA representative officer, all contractor personnel must observe an irreproachable conduct and excellent behavior and should be trained on this issue, showing respect to the Residence staff personnel and among themselves. Any failure regarding this issue will be cause of the immediate separation of the worker, from the Residence.

1.1.12 The Embassy is providing in the **Attachment 5 Contractor Safety Policy**

1.1.13 Contractor must provide As Built CAD drawings, at the end of the works.

1.1.14 Upon completion of each working day the area should be to be returned to clean condition with no dust, construction debris or stains in evidence and no excess paint dropping on floors, outlets or fixtures.

1.1.15 All retouching works should be included and the area should be kept clean during and at the end of each working days.

1.1.16 All damaged areas during the working process should be restored to its original conditions.

1.1.17 Contractor must remove and dispose all of construction debris daily.

1.2 The facility, US Chief of Mission Residence (CMR) is located at Arequipa Avenue. Block 05 s/n. Cercado de Lima. All inspections shall be requested through the 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 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 at multiple apartment units with the approval of the Contracting Officer [CO].

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 lump sum and performance period. The period of performance for all Phases of the project shall be completed in **16 weeks** from Contract Award and/or the Notice to Proceed and/or the contractor personnel record checks are ready.

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 CONTRACT ADMINISTRATION

3.1 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.

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.

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 GOVERNMENT MATERIAL (GM) (NOT APPLICABLE)

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 and a Superintendent Engineer who shall be the responsible for the overall management of the project and shall represent the Contractor on the site during construction. The Project Site Manager and the Superintendent Engineer shall be approved by the COR.

5.3 The Project Site Manager and/or Superintendent Engineer 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 The Contractor shall provide and submit to the COR **Daily Construction Reports** as shown on **Attachment 6**, indicating events, work accomplished, materials delivered etc.

5.5 All documentation produced for this project will become the ownership of the Embassy at the completion of this project.

5.6 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.

5.7 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 and lump sum terms of this contract.

5.8 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.

5.9 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 have **at least of five year experience in roofing systems** and work 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 0NE [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. Requests for approvals should be sent to the COR in the appropriate form as indicated on **Attachment 10 Shop Drawing/Material Approval Request**

7.2 The approval of the drawings and/or materials by the Contracting Officer shall not be construed as a complete check, but will indicate only that the general method of construction and detailing is satisfactory. Approval of such drawings and/or materials will not relieve the Contractor of the responsibility for any error which may exist as the Contractor shall be the responsible for the dimensions, design, quality, adequate connections, details and satisfactory construction of all work.

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 CMR normal workday and after hours and coordinated as indicated on paragraphs 1.1.4, 1.1.5 and 1.1.8, 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 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.

7.11 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.

7.12 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 CMR waste disposal facilities including garbage cans, trash piles or dumpsters.

7.13 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 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)

Contractor shall provide specifications, samples and manufacturer's data sheets as indicated on specifications

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	May 09, 2013
Proposal Due Date	May 30, 2013
Award of Contract	June 21, 2013
Notice to Proceed	July 1, 2013
Pre-Construction Submittals	Within 2 weeks of NTP
Embassy Submittal Review	2 weeks of received
Construction Completion	16 weeks from Notice to Proceed and/or the record checks cleared

9.3 Project Completion: Furnish four copies of maintenance and operating manuals and 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 shall be cleared by Embassy Security and 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

11.1 The Contractor shall provide a fixed priced lump sum proposal to the Contracting Officer in an Excel spread sheet , as indicated on **Attachment 7 - Price Schedule Breakdown, with the logo, name, address, phone numbers and e-mail of the company and signed by the General Manager or legal representative,** as well as schedule of the works as indicated on **Attachment 8 - Proposed Performance Chart** The Contractor may submit requests for progress payments at monthly intervals to cover the value of labor and materials completed to date, as indicated on **Attachment 9**.

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