***STATEMENT OF WORK***

***Replacement of metallic fence at the US Embassy-Lome***

**1.0 Introduction**

* 1. The U.S. Embassyin Lome, Togo has a requirement to obtain a Professional Welding Contractor Services to replace metallic fence on its compound in Lome.

This project consists of provision of all necessary supplies and labor services to build and install metallic fence in replacement of existing ones. This shall include:

* Construction of a temporary fence in front of the working area;
* Removal – section by section - of the existing fence and concretes bases,
* Construction of new concrete bases/foundations for the poles,
* Installation of the new fence structure made of TS 100x100x6mm vertical posts and TS 100x50x6mm horizontal posts (at top and bottom).
* Installation of 25x25mm steel A36 pickets at 150mm oc
* Anti-rust undercoat treatment with high quality anti-rust paint;
* Two layer high quality paint application on the whole performed metal work;
* Checkup - after painting works- to make sure everything is done correctly and all gates operate properly;
* Removal of all debris and general cleanup of the job site.
  1. The facility, US Embassyis located in Lome, Togo. All inspections shall be requested through the Embassy’s Facility Manager [FM] or Contracting Officer Representative [COR].

* 1. Work shall be performed on two sides of the Consular waiting area and must be completed as expeditiously as possible. The area 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 on each apartment unit in a sequential manner. Contractor to submit a phasing plan with painting schedule for review and approval prior to commencement of work at the site.

**2.0 TECHNICAL REQUIREMENTS**

2.1 **Design:** The new fence must be similar to the existing ones in strength unless otherwise indicated clearly in writing and drawing.

On the western side, the fence is in segments mounted between existing concrete pillars with vertical posts anchored to a foundation through a 6mm steel plate. A gate of the same design, equipped with a padlock holder is cut in one the segments. (See Annex A).

On the eastern side, the fence is in segments installed on vertical pots anchored to the foundation through a 6mm steel plate. Like for the western one, a gate of the same design, equipped with a padlock holder shall be cut in one the segments. (See Annex B).

2.2 **Fence height:**

At wall points, the fence - measured from the foundation - shall be 9 feet high.

**All Contractors must take their own measurements during the pre-bid site visit.**

2.3 **Anti-rust undercoat treatment:**

All metal used on this project must receive an undercoat treatment made of a rust inhibitive alkyd resin primer (e. g. KEM KROMIK UNIVERSAL METAL PRIMER).

2.4 **Intermediate and finish coatings:**

After the anti-rust undercoat treatment, all metal used on this project must receive an intermediate and finish coatings of a high-build alkyd enamel with rust-inhibitive properties for application directly on bare steel (e.g. DIRECT-TO-METAL ENAMEL).

**3.0 GENERAL REQUIREMENTS**

3.1 The Contractor shall provide good quality materials (steel & paints) and quantity surveyors, painters, equipment, 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.

* 1. 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 3 months from Contract Award
  2. 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 works.
  3. The Contractor shall be required to prepare and submit reports, bill of materials, product literature, drawings/specifications, quality control schedules, safety plan and painting costs. These documents shall provide the necessary interfaces, coordination, and communication between the Embassy and Contractor for the delivery of a completed project.

## 4.0 GOVERNMENT MATERIAL (GM) *[not applicable].*

1. **CONTRACT ADMINISTRATION**

5.1 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.

5.2 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.

5.3 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.

* 1. 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.
  2. The Embassy’s review, approval, or acceptance of, or 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. 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 the work to confirm the work is according to the SOW.
  4. 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.
  5. 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.
  6. 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.

**6.0 WORKMEN IDENTIFICATION & CLEARENCE**

6.1 All supervisors and technicians who will work on this project must be cleared to do so by the US Embassy. The names and police report of these persons must be submitted at the time of award of bid or prior to award of bid in order to facilitate the start of the project.

6.2 All workers must have proper identification on them when reporting to work each day. No technician will be allowed to work on the project that has not been cleared by the US Embassy beforehand. It is good practice that the contractor submits additional names of technicians in case replacement technicians are needed on the project.

1. **RESPONSIBILITY OF THE CONTRACTOR**

7.1 The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of the work and other services furnished under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its works and other services.

7.2 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 the work. The Project Site Manager shall be approved by the COR.

* 1. 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.
  2. All documentation produced for this project will become the ownership of the Embassy at the completion of this project.
  3. 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.
  4. 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. 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. **PRE-WORK REQUIREMENTS**
  7. 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 sub sequent cost allowance will be made to the Contractor for neglect of the existing conditions.
  8. Provide a statement that the Contractor’s company and all personnel are experienced in ***Painting works or*** similar to type and scope required for the work.

8.3 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.

**9.0 WORK REQUIREMENTS**

* 1. No work shall begin until approvals of the Pre-work Submittals are accepted by the COR.
  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.
  3. Equipment, tools and materials shall be carefully handled, properly stored, and adequately protected to prevent damage before and during the work, in accordance with the manufacturer's recommendations. Damaged or defective items shall be replaced. The contractor will be responsible for security of all materials, tools and equipment.
  4. 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.
  5. The Contractor shall at all times keep the work area free from accumulation of waste materials. Upon completing the work, the Contractor shall remove all temporary facilities and leave the project site in a clean and orderly condition acceptable to the COR.
  6. The Contractor shall perform the work at the site during the Embassy's normal workday hours, unless agreed upon with the COR.
  7. 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.
  8. 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.
  9. 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 Embassy waste disposal facilities including garbage cans, trash piles or dumpsters.
  10. Landscape Restoration - The surfaces of all unpaved areas disturbed by painting activities shall be sodded with an approved grass native to the sodded area as approved by the COR. These shall include areas where existing pavement is removed, areas where excavation takes place, and areas where existing sod is killed or compacted by painting activities. Landscape shrubs killed or damaged by painting activities shall be replaced with same species and size.

1. **CRITERIA**

10.1 The Contractor work shall be 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

Statement of Work for Painting Services and the following accompanying specifications:

1. **Deliverable Schedule**
   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.
   2. Milestones:

Contractor Pre-Proposal Site Visit ***TBD***

Award of Contract & Notice to Proceed ***TBD***

Pre-work Submittals Within 3 days of NTP

Embassy Submittal Review 2 days

Work Begins Within 5 days of NTP

Duration 90 days

1. **PROJECT SECURITY**
   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.
   2. The Contractor shall submit this information including company vehicle requirements within 10 days of the Notice to Proceed.
2. **PAYMENTS**
   1. The Contractor shall submit his invoice, with the appropriate backup documents to the COR after completion. 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.

**END OF STATEMENT OF WORK**