Scope of Work
Replace shade sail at the pool

July 18, 2019

1.0 INTRODUCTION

1.1 The U.S. Embassy in Dili, Timor-Leste requires the services of an experienced construction company to replace the existing shade sail at the swimming pool inside the U.S. Embassy compound. The news shade sail shall be of similar type.

1.2 WORK ITEMS

1.2.1 Removal of the old shade sail including the supporting wire ropes and connectors. Hand it over to the COR. – 1 lump sum

1.2.2 Supply and install a new shade sail approximately 12 meters x 15 meters, green color similar or equivalent with the existing. It needs to be suitable with the existing posts and support brackets per design. Include new stainless steel 316 supporting wire ropes and stainless steel 316 all connectors. Use existing posts and brackets – 1 lump sum

Existing shade sail was supplied by:
https://www.shadetech.com.au/ShadetechCONTACT%20PAGE.html

Note: All given measurements and quantities shall be confirmed by the Contractor, since this is a fixed sum lump Contract. No amendments in the Contract shall be accepted due to discrepancy with the measurements.

1.2.3 Contractor must provide their own equipment, materials and tools.

1.2.4 Embassy can provide clean domestic water water and electrical power for this work: 230Volts/1 phase/50 Hz, Contractor must provide all equipment and materials.

1.2.5 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.

1.2.6 Working days: Monday to Friday, 8 AM to 5 PM. Contractor shall notify the COR one day in if there's a need to work the weekends.

1.2.7 Upon completion of work, the whole area shall be returned to clean condition with no dust or garbage in evidence.

1.2.8 All retouching and restoration works for areas affected should be included and the area should be kept clean during and at the end of each working days.

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

1.3.0 Contractor is responsible to remove and dispose all exceeding material and all garbage and debris product of this work.

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].

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 60 sixty working days. The Contractor shall send a formal notification to the Contracting Officer one week in advance if he won't be able to complete the project as per agreement. The notification shall include the reason/s behind the delay and the new completion date.

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.

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.

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 RESPONSIBILITY OF THE CONTRACTOR

4.1 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.

4.2 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.

4.3 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.

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

4.5 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.

4.6 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.

4.7 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.

4.8 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.

5.0 SAFETY REQUIREMENTS AND SUBMITTALS

5.1 Within 3 days after receiving the Notice to Proceed letter, contractor to submit a written safety plan covering all the facets of the project. Including complete names of the workers and vehicle data.

5.2 Contractors will report accidents to the COR.

5.3 Personal Protective Equipment (PPE)

Contractors are required to comply with the following provisions:

1. Protective equipment for eyes, face, head, and extremities, protective clothing, respiratory devices, and protective shields and barriers, shall be used wherever it is necessary by reason of hazards of processes or environment, chemical hazards, radiological hazards, or mechanical irritants encountered in a manner capable of causing injury or impairment in the function of any part of the body through absorption, inhalation or physical contact.
2. Each affected employee shall use appropriate eye or face protection when exposed to eye or face hazards from flying particles, molten metal, liquid chemicals, acids or caustic liquids, chemical gases or vapors, or potentially injurious light radiation.
3. Each affected employee shall use appropriate respiratory protection when potentially exposed to air contaminated with harmful dusts, fogs, fumes, mists, gases, smokes, sprays, or vapors

and when such hazards cannot be reduced or eliminated by effective engineering controls.

4. Each affected employee shall wear protective helmets when working in areas where there is a potential for injury to the head from falling objects. Protective helmets shall also be worn to reduce electrical shock hazards when near expose electrical conductors which could contact the head.
5. Each affected employee shall wear protective footwear when working in areas where there is a danger of foot injuries due to falling and rolling objects, or objects piercing the sole, and where such employee's feet are exposed to electrical hazards.
6. Each affected employee shall wear protective ear wear whenever noise exposures equal or exceed an 8-hour time-weighted average sound level (TWA) of 80 decibels and when engineering controls cannot reduce or eliminate the hazard.
7. Each affected employee shall wear protective gloves when working in areas where hands are exposed to hazards such as those from skin absorption of harmful substances; severe cuts or lacerations; severe abrasions; punctures; chemical burns; thermal burns; and harmful temperature extremes.
8. Contractors shall provide training and upon completion, each employee shall be tested, and certified in writing by the trainer. If at any time the trained employee changes work activities requiring different PPE, or exhibits lack of understanding of the required PPE, the employee shall be retrained and re-certified.

5.4 Fall Protection

Contractors are required to:

1. Reduce the hazards associated with falls.
2. Control fall hazards first through engineering controls.
3. Institute personal fall arrest systems, administrative controls and training when engineering controls are not feasible.
4. Have a formal fall protection program in accordance with OSHA requirements or
5. equivalent as determined by the POSHO
6. Have the necessary fall protection equipment to safely perform the job.
7. Have workers properly trained in the use of fall protection equipment.
8. Have supervisors (or competent personnel) who ensure the use of fall protection equipment as required.

5.5 Hand and power tool safety

Contractors are required to:

1. Ensure the safety of tools and equipment used by its employees.
2. Inspect at regular intervals and maintain in good repair all tools in accordance with the manufacturers' specification.
3. Ensure that all operating and moving parts operate and are clean.
4. Require that appropriate personal protective equipment be worn for hazards that may be encountered while using portable power tools and hand tools.
5. Ensure that tools are used for their intended purposes.
6. Ensure that all employees receive instruction on regulations and the safe use of each power tool.
7. Provide owners' manuals including manufacturer's specifications and suggested work practices and make available upon request to all employees required to use the equipment.

5.6 Scaffolding

Contractors are required to:

1. Understand and comply with the Post's Contractor Safety Program and propose scaffolding structure that is equivalent to those required by OSHA or accepted by

POSHO(Safety Officer)
2. Ensure all employees have received training in the use of scaffoldings.
3. Contact the POSHO with questions regarding safety and required precautions.

Contractors are also required to ensure that scaffoldings are:

1. Erected and dismantled by competent workers, under the supervision of knowledgeable and experienced supervisors.
2. Erected on sound and rigid footing, capable of carrying the maximum intended load without settling or displacement.
3. Securely fastened with all braces, pins, screw jacks, base plates and other fittings installed as required by the manufacturer.
4. Limited to authorized personnel only, especially after working hours.
5. Equipped with standard guardrails and toe boards on all open sides and ends of platforms four (4) to ten (10) feet in height.
6. Provided with a screen with maximum ½ inch openings between the toe board and the guardrail, where persons are required to work or pass under the scaffold.
7. Replaced or repaired immediately if scaffolding and accessories have any defective parts.
8. Provided with an access ladder or equivalent safe access.
9. The contractor shall ensure that the planking be:
   9.1 Scaffold grade or equivalent.
   9.2 Overlapped a minimum of 12 inches or secured from movement.
   9.3 Extended over their end supports for less than 6 and never more than 12 inches.

5.7 Ladders

Contractors are required to:

1. Provide training to their employees by a competent person. Training should include recognizing ladder hazards, fall protection systems, proper use, handling and placement of ladders and the maximum load-carrying capacities of ladders.

2. Inspect all ladders before each use to make sure they are in good working condition and free of any visible defects. Damaged ladders should be taken out of use and properly marked so they won't be used until again until they can be repaired or replaced. Ladders should be inspected periodically by a competent person.

3. Maintain three points of contact (either two hand and a foot or two feet and a hand) at all times when climbing up and down a ladder. Tools and materials should be carried using a tool belt or hauled up by rope once a worker has stopped climbing. Also, be sure to wear non-slip shoes when working on ladders.

4. Ensure proper set up of ladders before use. If using ladders to access another level, they should extend at least three feet above the upper landing surface. Ladders should be placed on level surfaces and secured at the base and top support whenever possible to prevent slipping. Make sure rungs are locked into place on extension ladders and spreaders are locked into place on stepladders.

5. Set non-self-supporting ladders at the proper angle before use. A 4:1 ratio should be used, meaning the base of the ladder should be 1 foot away from the support for every 4 feet of working length. Place your toes against the bottom of the ladder's side rails and extend your

hands straight out while standing erect. Your palms should touch the top of the rung at shoulder level.

Contractors should <u>not</u> do the following:

1. Stand on the top step or rung of a stepladder unless the label states it is safe to do so. Most don't. You shouldn't stand on the top rung of a single or extension ladder. The fourth rung from the top is the highest you should stand when working on these types of ladders. Any higher and you are likely to lose your balance and fall.

2. Lean away from a ladder or overreach in any direction. Keep your weight centered between the vertical side rails and your feet straight ahead. Never stand sideways on a ladder. If you can't reach your work area without overextending yourself, climb down the ladder and reposition it.

3. Attempt to move or reposition a ladder while you are standing on it. Never try to hop or shuffle a ladder into a new position while you are still on it, even if it's just a couple of inches. This may seem convenient, but it is extremely dangerous. Take the extra time to completely descend the ladder before repositioning it.

4. Place a ladder on uneven ground or another object to reach a higher point. If the ladder isn't tall enough for you to safely work, either get a taller ladder or find some other means of reaching your work area.

5. Tie or attach multiple ladders together to create longer sections, unless they were specifically made to do so. Don't use ladders for anything other than their intended purpose such as platforms or walkways.

6. Use a ladder if you have to hold heavy items, work at height for extended periods of time or stand sideways on the ladder. Ladders aren't always the right tool for the job. Consider erecting some scaffolding or bringing in a scissor lift to meet your needs.

7. Face away from the ladder when climbing down or performing work. You can't maintain three points of contact this way and it shifts your weight away from the angle of the ladder which can cause you to lose your balance and fall.

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 N/A

6.3 Submit a copy of a warranty for a period of six months at no cost to the Embassy signed by the contractor.

7.1 CONSTRUCTION REQUIREMENTS

7.2 No construction shall begin until approvals of the Pre-Construction Submittals are accepted by the COR.

7.3 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.

7.4 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.

7.5 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.

7.6 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.

7.7 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.

7.8 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.

7.9 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.

8.0 The Contractor shall perform the work at the site during the Embassy's normal workday hours, unless agreed upon with the COR.

8.1 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.

8.2 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.

8.3 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.

8.4 **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.

8.5 **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.

8.6 **Utilities -** the contractor's workers can use the embassy toilet facility. Clean water for domestic use including single phase electricity is available for use. Contractor to provide its own extension cords and adapters

8.7 The Contractor work shall in accordance with U.S. codes and applicable local 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

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**

Completion Within (60) sixty working days after receive of Notice to Proceed TP)

9.3 After project c ompletion, the contractor to provide six month workmanship warranty to the embassy

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 2 days after Award of Contract.

10.3 **The Contractor's foreign workers shall have proper and valid working documents. A copy of working visa/residence permit for each foreign worker shall be submitted to the COR for security processing.**

11.0 PAYMENTS

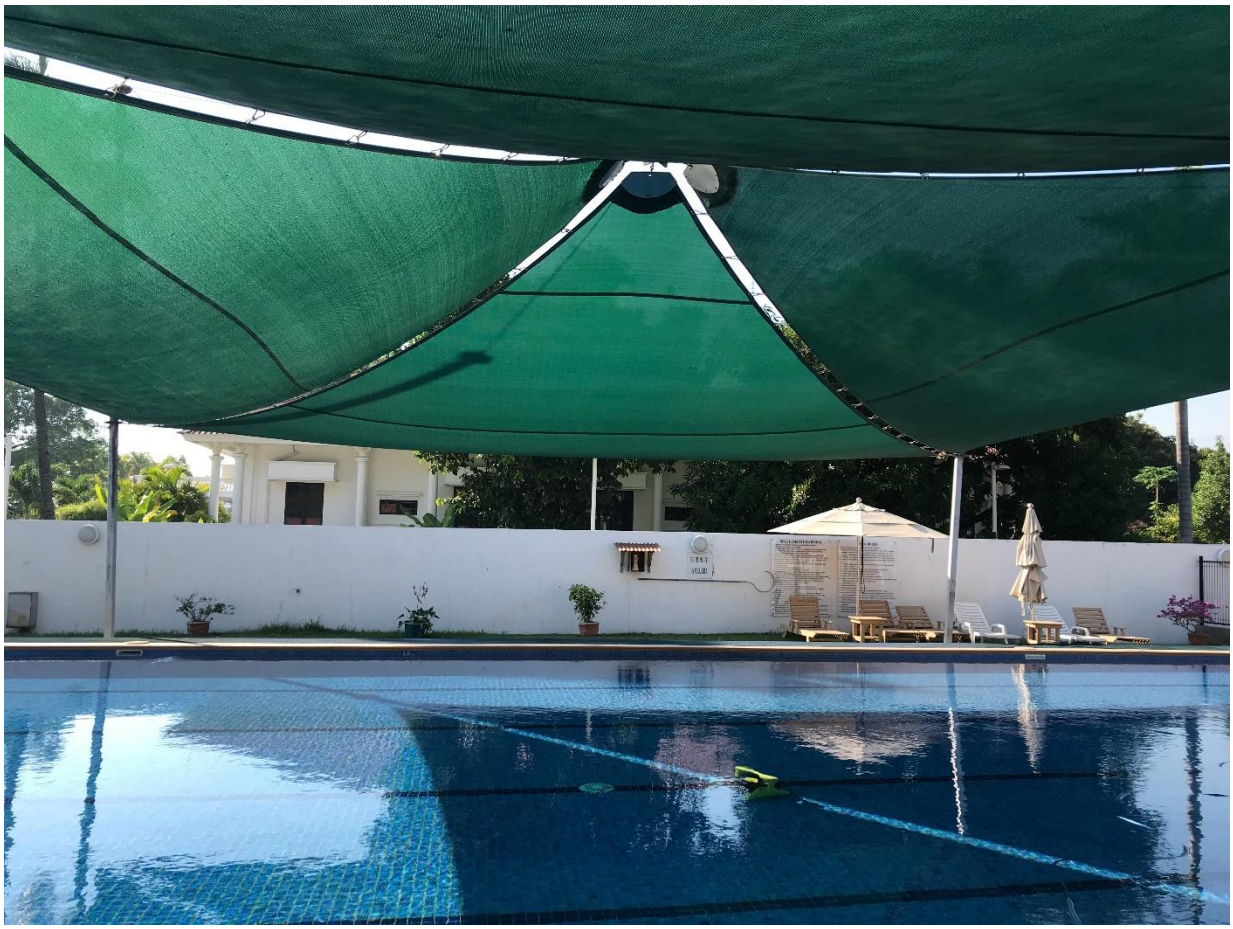
11.1 The Contractor shall provide a fixed priced lump sum proposal to the Contracting Officer, as indicated on **Price Schedule Breakdown**, **with the logo, name, address, phone numbers and e-mail of the company and signed by the General Manager or legal representative,** as well as schedule of the works.

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.

1.3 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

Photos of the existing shade sail



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