

# International Boundary and Water Commission

United States and Mexico

United States Section

## **Performance Work Statement (PWS)**

**Falcon Power Plant**

**Exciters with Automatic Voltage Regulators (AVR) Project**

**Starr County, Texas**

**March 22, 2023**



International Boundary and Water Commission  
United States and Mexico  
United States Section  
Operations and Maintenance Division



## SECTION 1 PROJECT SPECIFIC INFORMATION

### 1.1 Project Overview

The United States Section of the International Boundary and Water Commission (USIBWC) requires removal, disposal, replacement/upgrades of three (3) Generators Exciter with Automatic Voltage Regulators (AVR) System Equipment as described herein at the Falcon Power Plant Field Office located at FM2098, 1 Reservoir Rd., Falcon Heights, TX 78545.

### 1.2 General

This is a non-personnel services Contract to provide three (3) Generators Exciter with Automatic Voltage Regulators (AVR) Improvement Equipment. The Government shall not exercise any supervision or control over the Contract service providers performing the services herein. Such Contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

### 1.3 Description of Services

The Contractor shall provide all personnel, equipment, supplies, transportation, tools, materials, supervision necessary to perform the work as defined in this Performance Work Statement except for those items specified as government furnished property and services. The Contractor shall perform to the standards in this contract.

### 1.4 Objective

- A. The Contractor shall provide an assessment to review and analyze current generators DC excitation system and automatic voltage regulators (AVR) for all three power generators.
- B. The Contractor shall provide a new customize design equipment to provide DC excitation with automatic voltage regulators (AVR) for all three power generators.
- C. The Contractor shall remove, dispose, and replace/upgrade three (3) DC Exciters and AVR's as noted below:
  - 1. Generator #1 – DC Exciter, AVR, and Field Braker, **schedule base year FY23**
  - 2. Generator #2 – DC Exciter, AVR, and Field Braker, **schedule first option year FY24**
  - 3. Generator #3 – DC Exciter, AVR, and Field Braker, **schedule second option year FY25**
- D. Provide, Remove, and Install Three (3) Electrical Feeders (Direct Current and Alternate Current) to service new equipment
- E. Update current Program Logic Controller (PLC Indusoft Software) digital program to integrate new electrical equipment
- F. Install a new system with communication system via Fiber Optic/ CAT V combination to monitor equipment status in the control room.



- G. The Contractor is responsible for evaluating the existing systems to determine the presence of lead or asbestos-containing materials, remove contaminated material, and dispose properly. This extra cost shall be included on the final cost for this project.

### **1.5 Project Location**

- A. USIBWC Falcon Power Plant is located at FM2098, 1 Reservoir Rd., Falcon Heights, Texas 78545.
- B. The work is located completely within the United States but is adjacent to the international border with Mexico.
- C. Access to the Falcon Power Plant requires crossing through the United States Port of Entry and complying with proper documentation (passports or other) as required by U.S. Customs and Border Protection officials.

### **1.6 Period of Performance**

- A. The Contractor shall complete this work within Fiscal Year 2023 for Generator #1, Fiscal Year 2024 for Generator #2, and Fiscal Year 2025 for Generator #3 after the Contract has been awarded to the Contractor.

### **1.7 Investigation of Site Conditions**

- A. The Contractor, as well as their subcontractors are encouraged, but not mandatory to visit Falcon Power Plant and become fully aware of the existing equipment conditions and known main functions of the equipment required under this Contract. The site visit will be coordinated with the COR and Falcon Power Plant Superintendent.
- B. Submission of a quote shall be conclusive evidence that the Contractor has reviewed, investigated, and acknowledged all items below.
  - 1. Conditions bearing upon transportation, disposal, handling, and storage of materials.
  - 2. The availability of labor, water, electric power, and roads.
  - 3. Uncertainties of weather and similar physical conditions at the site.
  - 4. The conformation and conditions of the ground.
  - 5. The character of equipment and facilities needed preliminary to and during work performance.
- C. Submission of a quote shall be conclusive evidence that the Contractor has investigated and is satisfied as to the conditions to be encountered, the character, quality, and work to be performed, and the quantities of materials to be furnished.
- D. Submission of a quote constitutes agreement that Contractor has provided written notice of all conflicts, errors, ambiguities, and discrepancies discovered in PWS, that responses to these written notices are acceptable to Contractor, and that PWS is enough to indicate and convey understanding of all terms and conditions for performing and furnishing required work.
- E. Contractor has the sole responsibility to make such independent investigation and examination as they deem necessary in order to satisfy themselves as to the conditions to be encountered in the performance of work and the quantities required to complete the work in accordance with the PWS.



- F. The Government assumes no responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this Contract, unless that understanding, or representation is expressly stated in this Contract.
- G. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

### **1.8 Duty to Inquire**

- A. Contractor shall review the full PWS.
- B. If during review of these items, the Contractor finds discrepancies, omissions, conflicts, defects, errors, or ambiguities, they have a duty to inquire and shall notify the Contracting Officer prior to the question submission deadline as established in the solicitation. The Contractor shall also inquire about items that are unclear or open to interpretation.
- C. The Contractor shall take no advantage of any item of which they have a duty to inquire.

### **1.9 Work Restrictions**

- A. The Contractor is responsible for conducting business between the hours of 7:00 AM thru 4:30 PM, Monday thru Friday except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government-directed facility closings.
- B. The Contractor may request different working hours and must submit in writing to the Contracting Officer (CO). The USIBWC may be unable to accommodate different working hours.

### **1.10 Department of Homeland Security**

In any event the staff of the US Department of Homeland Security (DHS, also known as US Customs and Border Protection or CBP) alerts and directs any field crews to stop work for any security reasons in the area, the Contractor shall consider this as top priority and fully cooperate with the directions of DHS at all times until the security alert is cleared by the DHS. In addition, the Contractor shall contact and coordinate with the CO and Contracting Officer Representative (COR) for any additional steps to be taken during and after the security alert.

## **SECTION 2 PROJECT REQUIREMENTS**

### **2.1 General**

- A. The Contractor shall perform an inspection assessment to review current equipment operation, equipment existing condition and provide a new design/upgrade equipment with DC Exciter and Automatic Voltage Regulator. Also, the Contractor shall review available drawings, and available



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testing reports information to understand fully operation of current Generators DC Excitation and Automatic Voltage Regulators System. This assessment and drawings reviews will help to design and customize new equipment required for this project.

- B. This commercial service shall include Removal, Engineering and Design of new DC Exciters and Automatic Voltage Regulators (AVR) for all three Power Generators. All electronic, protection field breakers, control transformers, and communication equipment shall be upgraded with the most efficient appropriate equipment available in the electrical/electronic market and must exceed current equipment response time and communication system.
- C. Schedule to perform this project will be as follow:
  - 1. Generator #1 – DC Exciter, AVR, and Field Braker, schedule base year FY23
  - 2. Generator #2 – DC Exciter, AVR, and Field Braker, schedule first option year FY24
  - 3. Generator #3 – DC Exciter, AVR, and Field Braker, schedule second option year FY25
- D. New Generators #1, #2, and #3 DC Exciter with AVR package shall include:
  - 1) One (1) DC Field Breaker rated 150 Amps 250 Volts DC. Main Breakers,
  - 2) One (1) DC Excitation Control System
  - 3) One (1) DC Automatic Voltage Regulator System with Different Tap Changers
  - 4) Program Logic Controller (PLC) Automatic Throw Over/ Breaker Control System Update, with One (1) Control Power Transformer for Excitation System.
  - 5) Design, Build and Install new DC exciter system and Automatic Voltage Regulator (AVR) system ideally suited for utility and industrial applications approved by National Electrical Manufacturers Association (NEMA) & Underwriters Laboratories (UL).
  - 6) Demolishing of existing Exciter and AVR system.
  - 7) Running of new rigid pipe for AC Station Service Switchgear and running of new rigid pipe for 125VDC control power and communication from new RTA communications panels in floor elevation 215.
  - 8) Startup, Commissioning and operations training of new Generator Exciter and AVR System.
- E. Communications and Master Control Panel shall include:
  - 1) Engineering and design of a master control panel.
  - 2) Installation and wiring.
  - 3) Programming and communications setup with existing IDUSOFT Software.
  - 4) Startup, Commissioning and operations training.
- F. Upgrade of Existing Indusoft Software and 125Vdc Distribution Service:
  - 1) Programming of existing INDUSOFT software to incorporate all the power plant, ONE-LINE diagram including the 6.9KV Switchgear, and high voltage circuit breakers.
  - 2) Programming of existing INDUSOFT software to incorporate all the new distribution panels and MCCs alarms and circuit breaker status.
  - 3) Engineering and design of a new 125VDC distribution panels.
  - 4) Installation and wiring.
  - 5) Startup, Commissioning and operations training.
- G. The Contractor shall run new electrical feeders to every Motor Control Centers using the latest National Electric Codes (NEC) standards, Institute of Electrical and Electronics Engineers (IEEE),



Standard for Electrical Safety in the Workplace (NFPA70e), and other electrical guidelines, standards, and codes associated with this project.

- H. **(If Necessary)** The Contractor shall provide and install 125 KW (Kilo-Watts) Portable Power Generator with accessories (electrical wire, ground wire and fuel as necessary) for temporary service to the Power Plant. The voltage would be 480/277 Three Phase and shall be connected on the Emergency Generator Breaker located at the Switchgear Station Service
- I. A complete set of initial design submittals, with the as-built drawings and updated Falcon Power Plant electrical one-line diagram shall be provided by the Contractor and reviewed/approved by Falcon Plant Superintendent and Electrical Engineer.
- J. Electronic Measuring Meter devices in every Motor Control Center shall indicate single and three phase voltage, current, and power factor. These devices shall be the most accurate available in the market and shall communicate/compile with Human Machine Interface (HMI) system.
- K. The Contractor shall run Fiber Optic/ Cat 5 conductors' combination with associate equipment to communicate New Electrical Equipment with current software PLC program.
- L. The Contractor shall conduct an update to current PLC logic protective program to integrate new Generators Exciter with AVS to the electrical one-line diagram.
- M. The Contractor shall submit new equipment drawings for final review and approval prior to finalize purchase of the new upgrade system.
- N. The Contractor shall provide detailed cost breakdown to include all equipment, supplies, and service installation.
- O. The Contractor is responsible for evaluating the existing systems to determine the presence of lead or asbestos-containing materials, remove contaminated material, and dispose properly. This task cost shall be included on the final submittal cost for this project.
- P. Contractor shall provide training to power plant personnel on the operation and maintenance of Motor Control Centers.
- Q. The Contractor shall submit a Job Safety Analysis (JSA) Form filled out to be reviewed by Power Plant Personnel.
- R. Conduct a Safety Meeting with all the personnel involved in the project and Power Plant Personnel prior to starting the project. In addition, daily safety meetings shall be conducted at the start of each work day.

## **2.2 Clean-Up and Disposal of Waste Materials**

- A. The Contractor shall be responsible for the cleanup and disposal of waste materials and rubbish from the site, field office(s), and staging area(s).
- B. The Contractor is responsible for evaluating the existing systems to determine the presence of lead or asbestos-containing materials, remove contaminated material, and dispose properly.
- C. The Contractor shall provide a finding report to the COR to include a plan for handling and proper disposal of lead and/or asbestos-containing materials prior to the removal of the existing systems.
- D.



- E. The disposal of waste materials and rubbish shall be in accordance with applicable Federal, state, and local laws and regulations and with the requirements in this Contract. Should a conflict exist in the requirements for cleanup and disposal of waste materials, the most stringent requirements shall apply.
  - 1. All waste unless otherwise noted in these specifications shall be disposed of at a licensed landfill or waste disposal facility.
  - 2. Recyclables
    - a. The Contractor shall dispose of recyclable and reusable products through waste disposal only as a last option.
    - b. Scrap metal shall be donated or sold to scrap dealers or recycle centers whenever possible.
- F. No excess materials shall be deposited within Government property, unless compliance confirmed by the Government.
- G. The Contractor shall maintain work and storage areas free from accumulations of waste materials and rubbish and before completing the work, shall remove all temporary facilities, including, buildings, unused materials, concrete forms, and other like materials, which are not a part of the permanent work.

### **2.3 Testing and Training**

The Contractor shall test the new system and provide training to power plant personnel at project completion prior to project acceptance.

- A. Prior to Contract closeout, the Contractor shall provide a comprehensive project-specific Government personnel training program for the systems and equipment designed and installed under this Contract.
- B. When operating procedures are not detailed in owner's manuals, the Contractor shall write SOPs. These SOPs shall be available prior to the scheduled training provided below.
  - a. The Contractor shall furnish factory-trained representatives as required to conduct training sessions on the operation and maintenance of constructed works. The trainers shall be qualified in providing all required training and have expert knowledge of all aspects of the operation and maintenance of their systems and associated components.
  - b. The Contractor shall furnish all necessary training materials and furnish each student with a detailed and comprehensive manual covering all course subjects.
  - c. Training materials shall become the property of the Government after completion of the training.
  - d. Attendance at this training course will not exceed twelve (12) Government personnel. The training sessions shall be conducted at the Falcon Power Plant Office / worksite or at a Government provided classroom.
  - e. The training course length will be approved by the COR. The classes shall be conducted during regular working hours of 7:00 AM to 4:30 PM, Monday through Thursday and shall exclude Government holidays.
- C. The selected time for training will be scheduled shortly after completion of the Falcon Power Plant Motor Control Center Improvements but will be before the final walk-through inspection. The Government will coordinate with the Contractor to schedule this training.





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- D. The Contractor shall submit to the COR a Training Program Structure with the components listed below:
- a. Basis of system design, operational requirements, and criteria.
  - b. Documentation and use of O&M Manuals.
  - c. Relevant health and safety issues.
  - d. Emergencies, including warnings, trouble indications, shutdown and special operating instructions.
  - e. Operations - Start-up, normal operation, shutdown, unoccupied operation, seasonal changeover, manual operation, controls set-up and programming, troubleshooting, and alarms.
  - f. Adjustments.
  - g. Troubleshooting.
  - h. Maintenance as well as special maintenance and replacement sources.
  - i. Repairs, including diagnostic instructions, disassembly, and instructions for identifying parts and components.
- E. If, at the end of the training course, there are questions from trainees that remain unresolved, the instructor shall send the answers, in writing, to the COR for transmittal to the trainees.
- F. Ensure that each attendee at each training session signs a class roster daily to confirm Government participation in the training.

## **2.4 Warranty**

- A. Warranties shall be provided in accordance with FAR 52.212-4(o).
- B. The Contractor shall warrant that work performed under this PWS conforms to the Contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier for a period of at least **one (1)** year.
- 1. The Contractor is responsible for providing warranties on items when the manufacturer's warranty is less than the time indicated in Paragraph 2.1C or when the manufacturer's warranty does not cover full repair and/or replacement as appropriate.
- C. The Contractor shall obtain warranties from responsible subcontractors, suppliers, and manufacturers, within sixty (60) days after completion of the applicable item of work, but no later than the date of warranty commencement.
- D. Starting date of warranty is date of date of Government acceptance of the work.
- E. A warranty requires that if a warranted item fails to meet Contract requirements, it shall be repaired, replaced, or have other remedial actions taken to bring the item into compliance with the Contract requirements. Any item damaged due to failure or malfunction of item warranted under this Contract shall be repaired or replaced at no cost to the Government.
- F. The Contractor shall supply the CO with a telephone number, mailing address, email address, and contact name for the point of contact for any required warranty work.





## SECTION 3 EXISTING CONDITIONS

### 3.1 General

- A. Existing DC Exciters, AVR and Field Breakers have been in service for more than 60 years, and equipment needs to be replaced due to malfunctions and safety issues. This equipment is very important to daily power generation on the Falcon Power Plant. There have been instances where electrical relays, motor starters and electrical breakers needed to be replaced and parts weren't available as current equipment is obsolete in the electrical market. Without any communication systems available, the equipment is affecting Falcon Power Plant daily operations. Not upgrading the current motor control centers will affect protection breakers, pumps, and air exhaust system and represent a safety hazard for employees.

### 3.2 Government Furnished Utilities

- A. The Government will not be furnishing any utilities for this project including, but not limited to electricity, telephone, sewer, and natural gas.

### 3.3 Use of Government Land

- A. USIBWC property is available for use as the Contractor's staging and/or storage areas, subject to the approval of the COR. The Contractor shall preserve and protect existing features, trees, and vegetation to the maximum extent practicable.
- B. Housing for Contractor personnel will not be permitted on Government land.

### 3.4 Hazardous Materials

- A. The Contractor is responsible for evaluating the existing systems to determine the presence of lead or asbestos-containing materials.
- B. The Contractor shall provide a finding report to the COR to include a plan for handling and proper disposal of lead and/or asbestos-containing materials prior to the removal of the existing systems.

## SECTION 4 QUALITY REQUIREMENTS

### 4.1 Common Product Requirements

- A. Materials Certification  
The Contractor shall submit a materials certification package to COR which contains a checklist and supporting documentation for all materials used on the project. The supporting documentation shall consist of a summary of all documentation practices utilized for material acceptance and explanations of any deficiencies noted on the checklist.

- 1. Material certifications shall ensure that all items meet the Buy American Act (41 USC 10a - 10d).



**B. Source Control**

1. The Contractor shall use only materials that meet the Contract requirements.
2. Unless otherwise specified or compliance confirmed, the Contractor shall use new materials for the work. Material can be reused onsite upon written approval of COR.
3. All materials installed shall be free of defects.
4. The Contractor shall secure the Government's compliance confirmation of the proposed source of materials to be used before their delivery.

**C. Quality Control / Quality Assurance of Materials**

1. **Source Limitations**  
To the greatest extent possible for each item of work, the Contractor shall provide materials of a singular generic kind from a single source.
2. **Compatibility of Options**  
Where more than one choice is available as options for Contractor's selection of a product, material, or equipment, the Contractor shall select an option which is compatible with other products, materials, or equipment. Compatibility is a basic general requirement of product, material, and equipment selections.
3. **Field Measurements**  
Verify field measurements, lines, grades, locations, and details at the jobsite prior to fabrication. It shall be the Contractor's responsibility to conform to and satisfy actual field conditions, for accuracy of dimensions, proper fit, and for adequacy of use intended.
4. The Contractor shall correct or remove materials that fail to meet Contract requirements or that do not produce satisfactory results. The Contractor shall reimburse the Government for cost incurred if additional quality assurance sampling and testing is required by a change of source.
5. Materials not meeting Contract requirements will be rejected, unless the Government approves corrective actions in writing. Upon rejection, the Contractor shall immediately remove and replace rejected materials. Should the Contractor fail to comply with the removal of rejected materials, the Government may remove and replace defective material and the cost of testing, removal, and replacement will be deducted from the Contractor's final payment.

**D. Hazardous Materials**

The Contractor shall use materials that are free of hazardous materials. The Contractor shall notify the Government immediately when a visual observation or odor indicates that materials in required material sources or on sites owned or controlled by the Government may contain hazardous materials.

**E. Surplus Materials**

1. IBWC shall take ownership of surplus materials unless otherwise indicated in the Contract documents.
2. The Contractor shall remove and dispose of materials in accordance with Paragraph 0 If requested or otherwise noted in these specifications, the Contractor shall provide an appropriate level of documentation to verify proper disposal.



**F. Storage and Protection**

1. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area to minimize waste due to excessive materials handling and misapplication.
2. Store and protect products in accordance with manufacturers' instructions.
3. Store with seals and labels intact and legible.
4. Prevent contact with material that may cause corrosion, discoloration, or staining.
5. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
6. The Contractor shall store and handle materials to preserve their quality and fitness for the work and shall store materials so that they can be easily inspected and retested. When required by the Government, the Contractor shall protect the material with cover, on wooden platforms, or on other hard, clean surfaces as necessary.

**SECTION 5  
DELIVERABLES**

**5.1 General**

**A. Deliverables include, but are not limited to:**

1. Project Schedule
  - a. Project Schedule is to be delivered to COR within fourteen (14) Calendar Days of contract awarded.
2. Licenses and Certifications
  - a. The Contractor shall submit all Licenses and Certifications of electricians and installers.
3. DC Exciters and AVR Improvements designs
  - a. All pre-engineering designs shall be approved by Power Plant Superintendent and Power Plant Electrical Engineer prior the Contractor send the new design for construction/manufacture.
4. Installation Procedure Plan
  - a. The Contractor shall provide a procedure to remove and install new equipment to avoid disturbing Falcon Power Plant daily operations.
5. Material and equipment certifications
6. Product submittals
7. Safety documents



## SECTION 6 PROJECT COORDINATION & ADMINISTRATION

### 6.1 General

- A. The Contractor shall provide all materials, equipment, labor, and services required by this Performance Work Statement to perform the work for the Contract sum and within the Contract period of performance.
- B. The Contractor shall be responsible for ensuring that all its suppliers, manufactures and subcontractors have reviewed all applicable documents relative to their work. The Contractor shall provide all labor, material, equipment, and services not provided by the Contractor's suppliers, manufacturers, fabricators, and/or subcontractors.

### 6.2 Security

The Contractor is responsible for securing the work site, equipment, and materials from vandalism and theft.

### 6.3 Safety

- A. The Contractor is solely responsible for worksite safety while performing work or inspections on Government property. The Contractor shall implement a safety program that protects the lives and health of personnel in the project area, prevents damage to property, and avoids work interruptions.
- B. The Contractor is responsible for being cognizant of and ensuring compliance with the requirements set forth. Such responsibility shall apply to both the Contractor's operations and those of the Contractor's subcontractors.
- C. The Contractor shall comply with all provisions of all applicable regulations of the Occupational Safety and Health Administration (OSHA), 29 CFR 1910, Occupational Safety and Health Standards, and 29 CFR 1926, Construction Standards.
  - 1. The OSHA 29 CFR 1910 and 29 CFR 1926 can be accessed at <http://www.osha.gov> or <http://www.gpo.gov/fdsys/>.
- D. The Contractor's personnel shall be required to use appropriate personal protective equipment such as, but not limited to hard hats, safety goggles, welding shields, face shields, protective footwear, protective gloves, and hearing protection.
- E. The Contractor shall perform daily housekeeping. The Government will not provide trash dumpsters.



## **SECTION 7 PROJECT MEETINGS**

### **7.1 General**

- A. The Contractor, the COR, or the CO may schedule project meetings at any time.
- B. When USIBWC schedules a meeting, the COR shall inform participants and others involved and individuals whose presence is required, of date and time of each meeting. The COR shall prepare the meeting agenda and distribute to all invited attendees.
- C. When the Contractor schedules a meeting, the Contractor shall inform participants and others involved and individuals whose presence is required, of date and time of each meeting. The Contractor shall prepare the meeting agenda and distribute to all invited attendees.
- D. The following meetings are anticipated, and the Contractor shall identify them in the Schedule:
  - 1. Kickoff Meeting
  - 2. Progress Meetings

### **7.2 Kickoff Meeting**

- A. After award of the Contract, the COR will coordinate with the Contractor to schedule a Kickoff Meeting. The meeting shall take place prior to the beginning of any Contract work.
- B. The purpose of the meeting is to introduce project personnel and to review responsibilities and procedures.
- C. The Contractor shall reach an understanding with the Government regarding the project requirements as stated in this Performance Work Statement. This understanding shall be documented in writing and approved by the CO after the Kickoff Meeting.
- D. Attendees include, but are not limited to:
  - 1. Contractor's Project Manager
  - 2. CO
  - 3. COR
  - 4. Falcon Power Plant Representative & Electrical Engineer
  - 5. It is recommended that Contractor's engineers, inspectors, subcontractors, suppliers, and other concerned parties also attend the conference. The Contractor may invite anyone they wish to this meeting.
  - 6. All participants at the conference shall be familiar with the project and authorized to conclude matters relating to the work.
- E. Agenda
  - Discussion of items of significance that could affect the work and project, including the following:
    - 1. Introduction/designation of key personnel and their duties.
    - 2. Review of the current phasing, critical work sequencing, and long-lead items.
    - 3. Review of minimum project requirements.



4. Review of Job Safety Analysis prepared by Contractor.
  5. Review of procedures for handling and processing modifications, RFIs, deliverables, and applications for payment.
  6. Preparation of deliverable documents.
  7. Use of site.
  8. Work restrictions.
  9. USIBWC and other's occupancy requirements.
  10. Safety and first aid.
  11. Security.
  12. Maintenance of project site.
  13. Working hours.
- F. Meeting Minutes  
The COR will record the discussions of the meeting and distribute the minutes to all attendees for review prior to finalizing.

### **7.3 Progress Meetings**

- A. If needed, the COR will schedule progress meetings once the Contractor has mobilized onsite. The COR will conduct and issue minutes of the meetings. Meeting minutes will become official Contract correspondence.
- B. The Government may call other meetings on an "as needed" basis.
- C. The purpose of these meetings shall be to analyze the progress of the work, resolve conflicts, and in general coordinate the operation of all organizations active at the project site.

## **SECTION 8 PROJECT SCHEDULE**

### **8.1 Description / Purpose**

- A. The Contractor shall prepare a project schedule which shall reflect completion of all work under this Performance Work Statement.
- B. Project schedule submittal shall include an electronic pdf file.
  1. All abbreviations shall be defined.
  2. Each project schedule shall show a revision date.
- C. Baseline Schedule Preparation



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Prepare a list of all activities required to complete the work. The baseline schedule shall include all planned work activities and sequences and show Contract completion within the number of calendar days specified in the Contract.

a. Activities

Prepare a list of all activities required to complete the work. Indicate the estimated duration, sequence requirements, and relationship of each activity in relation to other activities.

b. Time Frame

Proposed duration assigned to each activity shall be the Contractor's best estimate of time required to complete the activity considering the scope and resources planned for the activity.





## **SECTION 9 REGULATORY REQUIREMENTS**

### **9.1 Contractor's Responsibility**

- A. It is the Contractor's responsibility to perform work in compliance with all applicable requirements of federal, state, and local laws, codes, rules, regulations, ordinances, and standards, including, but not limited to, those outlined in 9.4 below.
- B. It shall be the responsibility of the Contractor to acquire copies of all applicable codes, regulations, and standards for ready reference.
- C. In instances where requirements are in conflict, the stricter standard shall apply.
- D. All inspections, observations, or tests required for code compliance are the responsibility of the Contractor.

### **9.2 Permits**

- A. Prior to the beginning of work, the Contractor shall be responsible for researching, coordinating, obtaining, and paying all applicable fees for all permits required by Federal, state, and local entities. The Government is not responsible for any existing or newly introduced permits required before, during and/or after work on of this project.
- B. The Contractor shall be responsible for and shall give and maintain all notices required by applicable regulations, laws, or permitting authorities pertaining to work on of this project.

### **9.3 Dates**

- A. For all related standards and regulatory requirements in this document, the version, edition, or year shown indicates the governing version.
- B. All Public Laws, Code of Federal Regulations (CFR), Federal Acquisition Regulation (FAR), Executive Orders (EOs), Management Policies, Government Directives, Government Standards, refer to the original document as well as any subsequent amendments, corrections, and/or additions.
  - 1. The latest amendments, corrections and additions are to be assumed applicable in the same way as the document itself.
  - 2. The version in effect as of the issuing date of the Solicitation for this project governs unless the law, regulation, order, policy, directive, or standard is updated with a retroactive clause.

### **9.4 Summary of Regulatory Documents and Agencies**

Regulatory requirements applicable to this project are listed below.

- A. Institute of Electrical and Electronics Engineers (IEEE)
  - 1. 2017 National Electrical Safety Code (NESC)
- B. National Fire Protection Association (NFPA)
  - 1. NFPA 70-2017 Standard for Electrical Safety in the workplace (also known as the National Electrical Code [NEC]), with Errata through 70-17-4 and TIA through 17-4



- C. Occupational Safety and Health Administration (OSHA)
  - 1. Occupational Safety and Health Standards (29 CFR 1910)
    - a. <https://www.osha.gov/law-regs.html>
  - 2. Construction Standards (29 CFR 1926)
    - a. [https://www.osha.gov/pls/oshaweb/owasrch.search\\_form?p\\_doc\\_type=STANDARDS&p\\_toc\\_level=1&p\\_keyvalue=Construction](https://www.osha.gov/pls/oshaweb/owasrch.search_form?p_doc_type=STANDARDS&p_toc_level=1&p_keyvalue=Construction)
- D. Public Laws and Acts  
All Public Laws and Acts can be found at <http://www.gpo.gov/fdsys/>
  - 1. Buy American Act [41 USC 10a - 10d]
  - 2. National Environmental Policy Act (NEPA) [42 USC 4321-4347]
  - 3. Resource Conservation and Recovery Act (RCRA)
  - 4. Solid Waste Disposal Act
  - 5. Toxic Substance Control Act
- E. State of Texas
  - 1. Texas Engineering Practice Act and Rules Concerning the Practice of Engineering and Professional Engineering Licensure
    - a. <http://www.tbpe.state.tx.us/downloads/law&rules.pdf>

## **SECTION 10 MEASUREMENTS AND PAYMENTS**

### **10.1 USIBWC Payment Processing**

- A. The Contractor shall submit invoices via the Invoice Processing Platform (IPP) System. Further information on IPP will be provided at time of award.
- B. The invoice for this Contract shall not be combined with any other work or other Contracts; it shall be for this Contract only.

### **10.2 Invoices**

- A. USIBWC Payment Processing
- B. A. The Contractor shall submit an electronic invoice pursuant to FAR 5.212-4(g) to be processed via the IPP system at [www.ipp.gov](http://www.ipp.gov). B. A copy of the invoice shall be emailed to the CO and COR concurrently.
- C. C. The invoice for this Contract shall not be combined with any other work or other Contracts; it shall be for this Contract only.

### **--End of Performance Work Statement--**



**USIBWC Falcon Power Plant  
Generators Exciter and Automatic Voltage Regulator  
Starr County, Texas**

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