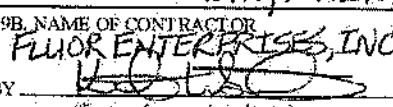
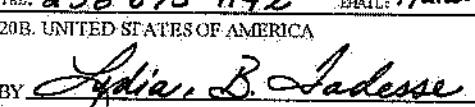


AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING:	PAGE OF PAGES 1 33		
2. CONTRACT (Proc. Inv. Ident.) NO. W912DY18FD003		3. EFFECTIVE DATE 15 Oct 2017		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. W01RYO72841490			
5. ISSUED BY US ARMY ENGINEERING & SUPPORT CENTER 4820 UNIVERSITY SQUARE HUNTSVILLE AL 35816-1822		CODE W912DY	6. ADMINISTERED BY (If other than Item 5) DIRECTORATE OF CONTRACTING - HNC ATTN: TIMOTHY GRIFFIN 256-895-5524 HUNTSVILLE AL 35816		CODE W912DY		
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) FLUOR ENTERPRISES, INC 100 FLOOR DANIEL DR GREENVILLE SC 29607-2761			8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT Net 30 Days		
CODE 4M/08			FACILITY CODE		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM		
11. SHIP TO/MARK FOR SEE SCHEDULE SEE SCHEDULE SEE SCHEDULE SEE SCHEDULE AA		CODE W912DY	12. PAYMENT WILL BE MADE BY US ARMY ENG & SUP CENTER - FINANCE OFFIC US ARMY CORPS OF ENGRS FINANCE CTR 5722 INTEGRITY DRIVE MILLINGTON TN 38854-5005		CODE D64145		
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)			14. ACCOUNTING AND APPROPRIATION DATA See Schedule				
15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT					\$240,000,000.00		
16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/ CONTRACT FORM	1 - 2	X	I	CONTRACT CLAUSES	32
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	3 - 11	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/ SPECS/ WORK STATEMENT	12 - 23	X	J	LIST OF ATTACHMENTS	33
X	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	24	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE	25		INSTRS. CONDS. AND NOTICES TO OFFERORS		
X	G	CONTRACT ADMINISTRATION DATA	26	L	INSTRS. CONDS. AND NOTICES TO OFFERORS		
X	H	SPECIAL CONTRACT REQUIREMENTS	27 - 31	M	EVALUATION FACTORS FOR AWARD		
CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 4 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are cited herein.)				18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award contract also the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)			
19A. NAME AND TITLE OF SIGNER (Type or print) KENNETH L. SMITH, SENIOR VICE PRESIDENT				20A. NAME OF CONTRACTING OFFICER TEL: 256-895-1142 EMAIL: Lydia.B.Tadesse@usace.army.mil			
19B. NAME OF CONTRACTOR FLUOR ENTERPRISES, INC		19C. DATE SIGNED OCT. 15, 2017		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED 16 OCT 2017	
BY: 				BY: 			
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

AUTHORIZED FOR LOCAL REPRODUCTION

Previous edition is NOT usable.

STANDARD FORM 26 (REV. 5/2011)

Prescribed by GSA - FPMR (48 CFR) 53.214(a)

Section A - Solicitation/Contract Form

This order is issued under and pursuant to the provisions of W912DY-15-G-0007 (the "Agreement"). The terms and conditions of the Agreement are hereby incorporated by reference and, except as provided herein by this order, remain in full force and effect.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001			Job		\$209,450,000.00 NTE

Transmission and Distribution
T&M

Perform electrical transmission and distribution power grid restoration and re-energization of the Puerto Rico Electric Power Authority (PREPA) power grid. Inspect/Evaluate/Implement actions necessary to repair and reenergize the system. Provide damage reports, projected schedules for power restoration (for assigned areas), and bills of material. At completion of this task, perform functional tests on all elements to ensure operability. Functional test results shall be documented and submitted for government review. Contractor shall ensure coordination of protective devices in accordance with PREPA documented relay settings and fuse sizing requirements. Where documented settings are unavailable, contractor shall perform protective device calculations to ensure coordination in accordance with IEEE 242.

All work shall be performed in accordance with Scope of Work (SOW) dated 05 October 2017. Award dated 15-October-2017.

This effort is subject to the Davis Bacon Wage at multiple site and the most current General Decision thereto. A copy of the determination may be found at the following website: <http://www.wdol.gov> and attached here-within.

Davis Bacon Act Determinations Report Number is PR170001.

See attached Labor and Equipment sheet for additional rates.

LABOR SCHEDULE

Category: Construction
Rate Title: Outside Utility
Rate: [REDACTED]
Sub-Category: Mechanic

Category: Construction
Rate Title: Outside Utility
Rate: [REDACTED]
Sub-Category: General Foreman

FOB: Destination

PURCHASE REQUEST NUMBER: W31RYO72841490

TOT ESTIMATED PRICE
CEILING PRICE

\$209,450,000.00 NTE

ACRN AA
CIN: W31RYO728414900001

\$209,450,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002			Job		\$4,000,000.00 NTE

Electrical Distribution
T&M

- a. Perform repair and recommissioning of existing stationary PREPA power plants. At completion of this task, perform functional tests/recommissioning on all elements to ensure operability. Functional test results shall be documented and submitted for government/PREPA review.
- b. Provide all temporary power connections and temporary portable generators for standby power capability during all phases of work.
- c. Provide temporary generators and connections to power substations, critical buildings, and other facilities as requested.
- d. Operate and maintain generators as requested.
- e. Perform recovery and rehabilitation of FEMA owned generators, either in the field or at the Logistics center/remote storage site.

All work shall be performed in accordance with Scope of Work (SOW) dated 05 October 2017. Award dated 15-October-2017.

This effort is subject to the Davis Bacon Wage at multiple site and the most current General Decision thereto. A copy of the determination may be found at the following website: <http://www.wdol.gov> and attached here-within.

Davis Bacon Act Determinations Report Number is PR170001.

See attached Labor and Equipment sheet for additional rates.

LABOR SCHEDULE

Category: Construction
Rate Title: Outside Utility
Rate: [REDACTED]
Sub-Category: Mechanic

Category: Construction
Rate Title: Outside Utility
Rate: [REDACTED]
Sub-Category: General Foreman

FOB: Destination
PURCHASE REQUEST NUMBER: W31RYO72841490

TOT ESTIMATED PRICE \$4,000,000.00 NTE
CEILING PRICE

ACRN AA \$4,000,000.00
CIN: W31RYO728414900001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003			Job		\$10,000,000.00 NTE

Substation Restoration

T&M

Perform equipment evaluation (testing, as required), repair, re-energization, and recommissioning of substations and switching stations. Tasks include (but not limited to) component repair, replacement, battery charging/replacement, rectifier-charger functional testing, control power, relay calibration/settings, fuse replacement, etc.. Perform inspections and testing of power equipment to include transformers and breakers according to manufacturer recommendations after installation or placement of the equipment. Contractor shall ensure coordination of protective devices in accordance with PREPA documented settings. Where documented settings are unavailable, contractor shall perform setting calculations to ensure coordination in accordance with IEEE 242.

All work shall be performed in accordance with Scope of Work (SOW) dated 05 October 2017. Award dated 15-October-2017.

This effort is subject to the Davis Bacon Wage at multiple site and the most current General Decision thereto. A copy of the determination may be found at the following website: <http://www.wdol.gov> and attached here-within.

Davis Bacon Act Determinations Report Number is PR170001.

See attached Labor and Equipment sheet for additional rates.

LABOR SCHEDULE

Category: Construction
 Rate Title: Outside Utility
 Rate: [REDACTED]
 Sub-Category: Mechanic

Category: Construction
 Rate Title: Outside Utility
 Rate: [REDACTED]
 Sub-Category: General Foreman

FOB: Destination
 PURCHASE REQUEST NUMBER: W31RYO72841490

TOT ESTIMATED PRICE \$10,000,000.00 NTE
 CEILING PRICE

ACRN AA \$10,000,000.00
 CIN: W31RYO728414900001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004			Job		\$1,000,000.00 NTE

Telecommunications and SCADA

T&M

Perform repair, replace, and recommission telecommunications and Supervisory Control and Data Acquisition System SCADA equipment for the electric power system. At completion of this task, perform functional tests/recommissioning on all elements to ensure operability. Functional test results shall be documented and submitted for government/PREPA review.

All work shall be performed in accordance with Scope of Work (SOW) dated 05 October 2017. Award dated 15-October-2017.

This effort is subject to the Davis Bacon Wage at multiple site and the most current General Decision thereto. A copy of the determination may be found at the following website: <http://www.wdol.gov> and attached here-within.

Davis Bacon Act Determinations Report Number is PR170001.

See attached Labor and Equipment sheet for additional rates.

LABOR SCHEDULE

Category: Construction

Rate Title: Outside Utility

Rate: [REDACTED]

Sub-Category: Mechanic

Category: Construction

Rate Title: Outside Utility

Rate: [REDACTED]

Sub-Category: General Foreman

FOB: Destination

PURCHASE REQUEST NUMBER: W31RYO72841490

TOT ESTIMATED PRICE
CEILING PRICE

\$1,000,000.00 NTE

ACRN AA

CIN: W31RYO728414900001

\$1,000,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Clearing,Grubbing,Debris Removal/Dispos T&M		Job		\$1,000,000.00 NTE

Perform clearing, grubbing, and debris removal/disposal as required to effect repair/replacement for the electric power system. Contractor will coordinate transportation, unloading and disposal with designated FEMA, U. S., and Puerto Rican civil authorities. Disposition of damaged electrical materials and equipment belonging to PREPA will be coordinated with PREPA.

All work shall be performed in accordance with Scope of Work (SOW) dated 05 October 2017. Award dated 15-October-2017.

This effort is subject to the Davis Bacon Wage at multiple site and the most current General Decision thereto. A copy of the determination may be found at the following website: <http://www.wdol.gov> and attached here-within.

Davis Bacon Act Determinations Report Number is PR170001.

See attached Labor and Equipment sheet for additional rates.

LABOR SCHEDULE

Category: Construction
 Rate Title: Outside Utility
 Rate:
 Sub-Category: Mechanic

Category: Construction
 Rate Title: Outside Utility
 Rate:
 Sub-Category: General Foreman

FOB: Destination
 PURCHASE REQUEST NUMBER: W31RYO72841490

TOT ESTIMATED PRICE \$1,000,000.00 NTE
 CEILING PRICE

ACRN AA \$1,000,000.00
 CIN: W31RYO728414900001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006			Job		\$8,000,000.00 NTE

Mobilization

T&M

Mobilize in a rapid and efficient manner as required to meet project objectives. Contractor will hire train and mobilize all personnel, procure and deliver equipment. Contract employee Home Leave costs shall not be a billable expense under this task. Exceptions to this requirement will be at the discretion of the KO.

All work shall be performed in accordance with Scope of Work (SOW) dated 05 October 2017. Award dated 15-October-2017.

This effort is subject to the Davis Bacon Wage at multiple site and the most current General Decision thereto. A copy of the determination may be found at the following website: <http://www.wdol.gov> and attached here-within.

Davis Bacon Act Determinations Report Number is PR170001.

See attached Labor and Equipment sheet for additional rates.

LABOR SCHEDULE

Category: Construction

Rate Title: Outside Utility

Rate: [REDACTED]

Sub-Category: Mechanic

Category: Construction

Rate Title: Outside Utility

Rate: [REDACTED]

Sub-Category: General Foreman

FOB: Destination

PURCHASE REQUEST NUMBER: W31RYO72841490

TOT ESTIMATED PRICE

\$8,000,000.00 NTE

CEILING PRICE

ACRN AA

\$8,000,000.00

CIN: W31RYO728414900001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007			Job		\$6,000,000.00 NTE

Demobilization

T&M

Demobilize personnel and personal equipment under this order as necessary for the conductance of BOA order work, e.g., to facilitate personnel replacement, etc. or at the conclusion of field activities as applicable. Contractor employee Home Leave costs shall not be a billable expense under this task. Exceptions to this requirement will be at the discretion of the KO.

All work shall be performed in accordance with Scope of Work (SOW) dated 05 October 2017 and the contractors proposal dated 14 October 2017. Award dated 15-October-2017.

This effort is subject to the Davis Bacon Wage at multiple site and the most current General Decision thereto. A copy of the determination may be found at the following website: <http://www.wdol.gov> and attached here-within.

Davis Bacon Act Determinations Report Number is PR170001.

See attached Labor and Equipment sheet for additional rates.

LABOR SCHEDULE

Category: Construction
 Rate Title: Outside Utility
 Rate: [REDACTED]
 Sub-Category: Mechanic

Category: Construction
 Rate Title: Outside Utility
 Rate: [REDACTED]
 Sub-Category: General Foreman

FOB: Destination

PURCHASE REQUEST NUMBER: W31RYO72841490

TOT ESTIMATED PRICE
 CEILING PRICE

\$6,000,000.00 NTE

ACRN AA
 CIN: W31RYO728414900001

\$6,000,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	Corporate Project Management T&M		Job		\$500,000.00 NTE

Corporate Project Management
T&M

The Contractor shall provide program management activities as required to meet project objectives in accordance with this SOW. The Contractor shall perform program management and reporting activities necessary to maintain project control, to include but not limited to the following: Schedule, Telephone Conversations/Correspondence Records, and Project Status Reports.

All work shall be performed in accordance with Scope of Work (SOW) dated 05 October 2017. Award dated 15-October-2017.

This effort is subject to the Davis Bacon Wage at multiple site and the most current General Decision thereto. A copy of the determination may be found at the following website: <http://www.wdol.gov> and attached here-within.

Davis Bacon Act Determinations Report Number is PR170001.

See attached Labor and Equipment sheet for additional rates.

LABOR SCHEDULE

Category: Construction
Rate Title: Outside Utility
Rate: [REDACTED]
Sub-Category: Mechanic

Category: Construction
Rate Title: Outside Utility
Rate: [REDACTED]
Sub-Category: General Foreman

FOB: Destination

PURCHASE REQUEST NUMBER: W31RYO72841490

TOT ESTIMATED PRICE
CEILING PRICE

\$500,000.00 NTE

ACRN AA
CIN: W31RYO728414900001

\$500,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009			Job		\$50,000.00 NTE

Contractor Manpower Reporting
T&M

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the Contractor will report Contractor manpower information (including subcontractor manpower information) required for performance of this contract. The Contractor shall submit all the information required in the format specified at the following web address: <https://cmra.army.mil/default.aspx>
5.2.9.2 The Contractors shall fill in the required information on the website, fields are shown below:

- (1) Contract Number
- (2) Delivery Order Number (if applicable)
- (3) BOA order Number (if applicable)
- (4) Requiring Activity Unit Identification Code (UIC)
- (5) Command
- (6) Contractor Contact Information
- (7) Federal Service Code (FSC) (8) Direct Labor Hours
- (9) Direct Labor Dollars
- (10) Location Information (where Contractor and subcontractors (if applicable) performed the services.

All work shall be performed in accordance with Scope of Work (SOW) dated 05 October 2017. Award dated 15-October-2017.

This effort is subject to the Davis Bacon Wage at multiple site and the most current General Decision thereto. A copy of the determination may be found at the following website: <http://www.wdol.gov> and attached here-within.

Davis Bacon Act Determinations Report Number is PR170001.

See attached Labor and Equipment sheet for additional rates.

LABOR SCHEDULE

Category: Construction
Rate Title: Outside Utility
Rate: [REDACTED]
Sub-Category: Mechanic

Category: Construction
Rate Title: Outside Utility
Rate: [REDACTED]
Sub-Category: General Foreman

FOB: Destination
PURCHASE REQUEST NUMBER: W31RYO72841490

TOT ESTIMATED PRICE \$50,000.00 NTE
CEILING PRICE

ACRN AA \$50,000.00
CIN: W31RYO728414900001

W912DY-15-G-0007

W912DY18F0003

Page 12 of 34

Section C - Descriptions and Specifications

SCOPE OF WORK (SOW)**SCOPE OF WORK (SOW)****REPAIR AND RESTORATION OF ELECTRIC POWER GRID IN PUERTO RICO
05 OCT 2017**

1.1 Procedure for Award: The award for services under this Scope of Work will be limited to the priced services identified in the Contract Line Items in the Contract and its modifications. In the event of a conflict between this paragraph and any other term or provisions in this SOW, this paragraph, 1.1, will prevail.

1.2 Objective: Perform all aspects of restoration of electric power to the Territory and municipalities of Puerto Rico on the Puerto Rico Electric Power Authority (PREPA) power grid. This includes a comprehensive program management of the entire restoration effort including schedule consolidation for all contracted efforts. The intent of this effort is to maximize rapid restoration of electric power through coordinated replacement/repair efforts across the generation, transmission, and distribution systems. This effort is expected to focus primarily on getting transmission and distribution connected to power plants at the following six areas: San Juan, Mayaguez, Ponce, Bayamon, Carolina, and Arecibo. PREPA will be performing 30% of the total work while the Corps of Engineers Huntsville Center (CEHNC) will perform by contract the remaining 70% of the work.

1.3 Period of Performance: The Period of Performance shall be for six (6) months from Notice to Proceed.

1.4 General Information:

1.4.1 Hours of Operation: Executive Orders authorizing Government Military and Civilian time off do not apply to Private Sector operations. The Contractor shall determine appropriate levels of staffing to ensure that the work is in accordance with (IAW) with the SOW.

1.4.2 Location of Work: The island of Puerto Rico. See map in Attachment B.

1.4.3 Coordination:

1.4.3.1 Coordinate all PREPA proposed logistics, site investigation, restoration, and repair activities with the Site Point of Contact (POC) prior to beginning restoration/repair activities to minimize interruption to normal operations. POC(s) for the site will be provided at the time of award. The Contractor shall fully cooperate with other contractors performing electrical system infrastructure work, and carefully fit his own work to that provided under other contracts as may be directed by the Contracting Officer. The Contractor shall not commit or permit any acts which interfere with the performance of work by any other Contractor. The South Atlantic Division Forward Team along with PREPA will coordinate areas of work to be performed by all contractors.

1.4.4 Prosecution and Completion of Work.

1.4.4.1 The Contractor shall prosecute the work under the direction of a responsible representative approved by the Government. The company officer or representative shall be designated as Contractor's Project Manager and shall be responsible for complete coordination of all work under this BOA order. All work shall be accomplished with adequate internal controls and review procedures put in place by the Contractor to eliminate conflicts, errors and omissions, and ensure technical accuracy. The Government may elect to provide third party technical inspection.

1.4.4.2 Haul, Storage and Disposal: Contractor must coordinate with the Dominion of Puerto Rico local government authorities for materials storage, staging, disposal and haul routes.

1.4.4.3 Project Management: Reference 1.4.4.1

1.4.4.4 Quality Control Manager: The Contractor shall utilize a full time QC Manager for this Contract.

1.4.4.5 The contractor will not be permitted to begin any restoration until issuance of Government's Notice to Proceed.

1.4.4.6 Coordination:

1.4.4.6.1 Stakeholders: Stakeholders may include, but not be limited to:

- Territory and municipalities of Puerto Rico
- Puerto Rico Electric Power Authority (PREPA)
- Department of Defense (DoD) Agencies
- FEMA
- Emergency Support Function (ESF) #1, #2, #5 (including National Business Emergency Operations Center), #7, #8, #10, and #12.

1.4.4.6.2 The Contractor shall coordinate all proposed restoration and field investigation activities with the Site Civilian Executive Officer, Site Manager, PREPA, or other Government representative designated by the COR. prior to beginning repair actions.

1.4.4.6.3 Payroll - Payrolls are required to be submitted electronically via email in accordance with payment procedures.

1.4.4.6.4 Special Qualifications: The contractor shall provide qualified personnel to support the required task identified below.

1.4.7 Conferences:

1.4.7.1 Post Award Conference: The Government will conduct a Post Award Contract Administration Conference at the project site or by teleconference, as soon as possible after Contract Award. The Contractor and major sub-contractor representatives shall participate (Prime contractor will determine which subcontractor(s) are considered major). Government representatives will include Corps of Engineers (COE) Project Delivery Team Members, and Stakeholder Representatives. The Government will provide an agenda, meeting goals, meeting place, and meeting time to participate prior to the meeting. The Contractor will provide the meeting minutes to all parties after the completion of the conference. The Contractor shall provide minutes of this meeting to all participants within ten (10) calendar days after the Conference.

1.4.7.2 Pre-Restoration Conference: Before starting Restoration/Repair activities, the Contracting Officer's Representative, the Contractor, and stakeholders will jointly conduct a Pre-Restoration Administrative Conference to discuss any outstanding requirements and to review local requirements for start of Restoration/Repair. The Contractor shall provide minutes of this meeting to all participants within ten (10) days after the Conference.

1.4.7.3 Weekly Progress Meetings: Perform weekly progress meetings.

1.4.8 Contracting Officer's Representative (COR): Assure that the Contractor performs the technical requirements of the Contract; Performs inspections necessary in connection with Contract Performance; Issue written interpretations of technical requirements; Monitors Contractor's performance and notifies both the KO and Contractor of any deficiencies; Coordinates availability of Government furnished property, and provides site entry of Contractor personnel. The COR is NOT AUTHORIZED to change any of the terms and conditions of the resulting Contract.

1.4.9 Identification of Contractor Employees: All Contractor personnel attending meetings, answering Government telephones, and working in other situations where their Contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by the Contractor are suitably marked as Contractor products or that Contractor participation is appropriately disclosed.

1.4.10 Contractor Personnel Conduct: Contractor personnel's conduct shall not reflect discredit upon the Government. The Contractor shall ensure that personnel present a professional appearance. The Contractor's employees shall observe and comply with all local policies and procedures concerning fire, safety, environmental protection, sanitation, security, and possession of firearms or other lethal or illegal weapons or substance. The Contractor is responsible for ensuring that any Contractor employees providing services under this Contract conduct themselves and perform services in a professional, safe, and responsible manner. The Contractor shall remove from the job site any employee for reasons of misconduct or security. The Contractor shall ensure employee conduct complies with 41 U.S.C 423 relative to release of acquisition related information or actions or discussions which may prejudice future competitions.

1.4.11 Resident Management System: The Government will use the Resident Management System for Windows (RMS) to assist in its monitoring and administration of the Contract.

1.4.11.1 The Contractor shall use the Government-Furnished Contractor Module of RMS, referred to as Quality Control System (QCS), to record, maintain, and submit various information throughout the Contract period of performance, in accordance with Division 01 Specifications. The Contractor module, user manuals, updates, and training information can be downloaded from the RMS web site: <http://www.rmssupport.com/qcs/default.aspx>. The user id is "sysdba" and the password is "masterkey".

1.4.11.2 This joint Government-Contractor use of RMS and QCS will facilitate electronic exchange of information and overall management of the contract. QCS provides the means for the Contractor to input, track, and electronically share information with the Government in the following areas: Administration; Finances; Quality Control; Submittal Monitoring; Scheduling; and Import/Export of Data.

1.4.12 Antiterrorism (AT) and Operations Security (OPSEC):

1.4.12.1 AT Level 1 Training: All Contractor employees, to include Subcontractor employees, requiring access to Army Installations, Facilities, and Controlled access areas shall complete AT Level 1 awareness training within thirty (30) Calendar days after Contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. The Contractor shall submit certificates of completion for each affected Contractor employee and Subcontractor employee, to the COR or to the KO, if a COR is not assigned, within five (5) Calendar days after completion of training by all employees and Subcontractor personnel. AT Level 1 awareness training is available at the following website: <https://atlevel1.dtic.mil/at>

1.4.12.2 Access and General Protection/Security Policy and Procedures: All Contractor and all associated sub-contractor employees shall comply with local security policies and procedures. The Contractor shall also provide all information required for background checks to meet territory access requirements to be accomplished by Director of Emergency Services or Security Office. Contractor workforce must comply with all personnel identity verification requirements as directed by DOD, HQDA, and/or local policy.

1.4.12.3 Watch and/or Corps Watch Training: Applicable Government installations only. The Contractor and all associated subcontractors shall brief all employees on the local iWATCH, Corps Watch, or See Something, Say Something Program (training standards provided by the requiring activity ATO). This local developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR and KO. This training shall be completed within 30 calendar days of contract award and within 30 calendar days of new employees commencing performance with the results reported to the COR NLT 5 calendar days after contract award.

1.4.12.4 Pre-Screen Candidates using E-Verify Program: The Contractor must pre-screen candidates using E-Verify Program (<http://www.dhs.gov/E-Verify>) website to meet the established employment eligibility requirements. The Vendor must ensure that the candidate has two valid forms of Government issued identification prior to ensure the correct information is entered into the E-Verify system. An initial list of verified/eligible candidates must be provided to the COR no later than 3 business days after the initial contract award.

1.4.12 Life Safety and Health Requirements: The contractor shall execute all work in accordance with the latest version of EM-385-1-1, 29 CFR 1926 Subpart V and Section 01 35 26 for Safety and Health under the provisions of FAR Clause 52.236-13

1.4.12.1 Contractor shall include tag out - lock out procedures for the applicable electrical equipment and a procedure for planned outages. Assume no hot work is allowed. Provide a procedure to "test for dead", i.e., ground out or strap out phase-to-phase, neutrals, and/or electrical conductors to a known grounding source.

1.4.12.2 Exposure Hours and Lost Workday Reporting Requirements. Exposure hours and lost workday (LWD) cases will be submitted to the COR monthly with copy furnished the U.S. Army Engineering and Support Center, Huntsville (USAESCH), ATTN: CEHNC-ED - SY - S. The data must be submitted to arrive at the USAESCH not later than 10 calendar days after the end of each month. The information cut-off date will be the last day of each month. The monthly submission must include the title of the report, i.e., Accident Exposure Data Report, contract number, BOA order number, project site, month and year for which the report is made, a point of contact listing both email address and telephone number, and number of lost workday accidents to include total days lost. If no hours are worked on the project/task, a report showing "zero (0)" is required.

1.4.13 Invoices: The Contractor shall prepare invoices in accordance with Division 01 Specifications, and obtain signature acceptance of invoices (payment estimate) during the restoration/repair phase of the Contract by the Government COR prior to payment. The requested payment estimate shall correspond to the updated schedule submittal required by Division 01 Specifications. The updated schedule shall be an attachment to any payment estimate. Provide written documentations that all workers shall be paid IAW US Department of Labor Wage Determination requirements - Davis Bacon Wages.

1.4.13.1 Verification of percentages of work completed during the restoration phase will be coordinated with and signed by the Government Quality Assurance representative prior to payment request to RMS. Notification to the CEHNC PM and Restoration Activities Manager shall be made via E-mail that the payment request has been exported to RMS. The E-mail notification shall contain the scanned copy of the signed verification by QAR.

1.4.13.2 The requested payments shall be separated based on placement of repair work "K" and other work "M".

1.4.14 Site Visit: Visit the site, as directed or indicated in the SOW. Notify the Project Manager or on-site POC at least 48 hours in advance of any site visits.

1.4.15 Deliverables:

1.4.15.1 Performance and Payment Bonds: Performance and Payment Bond amounts must each equal \$150 Million. Per FAR 28.102-2, Bonds shall be submitted within 5 working days after receipt of award notification. Official Notice-to-Proceed (NTP) will not be issued until Performance and Payment Bonds have been received, reviewed, and approved by the Contracting Officer.

1.4.15.2 Abbreviated Accident Prevention Plan: In lieu of an Accident Prevention Plan the Contractor shall prepare and submit to the Government for review and acceptance an Abbreviated Accident Prevention Plan for site condition and field survey work within 15 days after BOA order award. Fulfillment of this requirement will allow the Contractor to perform low risk activities and collect essential data. The AAPP does not alleviate the requirement for the APP as detailed in Safety Manual EM 385-1-1 to be submitted and approved before

installation can begin. Submit an AAPP for all Site Visits that involve more than “conference room meetings”. The site visit cannot occur until the AAPP has been approved by the KO.

1.4.15.3 Preliminary Project Schedule: The Contractor shall provide a Preliminary Project Schedule within ten (10) Calendar days after Contract award.

1.4.15.4 Submittal Register. A submittal register is attached to Division 1 specifications.

1.4.15.4.1 The Submittal Register shall be prepared on ENG Form 4288. The Register shall identify submittal items such as shop drawings, manufacturer's literature, certificates of compliance, material samples, guarantees, test results, etc. that the Contractor shall submit for review and/or approval action during the life of the restoration contract.

1.4.15.4.3 The QC organization is responsible for reviewing and certifying that submittals are in compliance with the contract requirements. The Contractor's QC Specialist is the approving authority for submittals.

1.4.15.4.4 Submittals that are approved or certified by the QC are not required to be submitted to the Government for surveillance, except where specified in paragraph SUBMITTALS RESERVED FOR GOVERNMENT SURVEILLANCE.

1.4.15.4.5 The Resident Management System for Windows (RMS) will be used to monitor and administer the submittal process of this BOA order.

1.4.15.5 Site Investigation Report (SIR): Prepare report summarizing the conditions observed, personnel contacted, and data gathered during the site visits, and include in the SIR. Unless stated otherwise, the site investigation shall involve the following as a minimum:

1.4.15.5.1. Perform a thorough investigation of the interior conditions.

1.4.15.5.2. Investigate and analyze any obvious code or accreditation violations.

1.4.15.5.3. Review existing as-built drawings provided by installation, and other pertinent documentation as required to fulfill the requirements of the SOW.

1.4.15.7 (Site Specific) Accident Prevention Plan (APP): The Contractor shall submit in writing an Accident Prevention Plan and submit for review/approval to the KO and/or Primary Project POC prior to starting any installation activities at the site. The Accident Prevention Plan with Activity Hazard Analysis shall be submitted to the Government by cover letter from the Contractor. The Accident Prevention Plan shall follow the requirements of the EM 385-1-1. In addition to the APP submitted by the Prime Contractor, activity-specific AHAs shall be developed and submitted to the on-site USACE SOH professional for review and acceptance prior to beginning any operation. Once accepted, the AHA is considered a living document that is intended to be updated in the field by the field crews so that it constantly reflects current processes, controls and people. GDA acceptance of changes made to an AHA is not necessary as long as changes do not increase original risk assessment code (RAC) level for the activity, as long as requirements are being met and a copy is made available upon request.

1.4.15.8 Project “Baseline” Schedule: The Contractor shall submit the “Baseline” schedule for approval by the KO, or Primary Project POC, within 15 Calendar days after NTP. The schedule will demonstrate a reasonable and realistic sequence of activities which represent all work through the entire Contract performance period. The project schedule shall be submitted in accordance with Division 01 Section 01 32 01.00 10. The schedule shall be submitted in Adobe (.pdf) electronically. The electronic version may be transmitted via e-mail or FTP site. The schedule shall clearly identify the critical path. The Contractor shall regularly advise the Contracting Officer or his assigned representative of events that could impact critical path

1.4.15.9 Closeout Documents: Shall be submitted in accordance with Division 01 Specifications. The Contractor shall submit the closeout documents in order to satisfy the SOW. The documents include at a minimum: Warranties, Test Data, etc.

1.4.15.10 Operation and Maintenance Documents. Any operational and maintenance documents shall be submitted for new equipment installed as part of this SOW.

1.4.15.11 Deliverable Distribution, Media, and Quantities: The contractor shall submit the indicated number of copies (both hard and electronic) of submittals to the following agencies:

		<i>Number of Copies</i>							
		Renewal Work Submittals							
	Agencies	Site Investigation Report		AAPP	APP	Renewal Submittals	As Built	O&M Manuals	
a.	Documents Control TBD US Army Engineering and Support Center, Huntsville ATTN: CEHNC-XXX P.O. Box 1600 Huntsville, AL 35807-4301 (256) 895-xxxx E-Mail: TBD@usace.army.mil	E		2	2	2	E	E	
b.	Project Manager	E		E	E	E	E	E	
	Chris A. Shepherd US Army Engineering and Support Center, Huntsville ATTN: CEHNC-ISP- FR P.O. Box 1600 Huntsville, AL 35807-4301 (256)895- 1678 E-Mail: Chris.A.Shepherd@usace.army.mil								
c.	Customer POC TBD	3 & E		3&E	3&E	3&E	3&E	3&E	
	Notes: E Denotes Electronic Copy Preferred								

1.5 Milestone Schedule: The Contractor shall perform the work in accordance with the schedule of milestone activities shown in the table below. The milestone dates are based on an award date of TBD. The table will be revised based on actual award date.

1.5.1 Milestones are established based on the BOA order award date and NTP date. Milestones are provided for the Contractor delivery of the objectives of the BOA order.

1.5.2 The Contractor is to provide a critical path schedule with the RFP submission that presents the logic and durations in order to meet these milestone dates.

1.5.2.1. Reserved

Submittal/Event	Due Date (Calendar Days - CD)
Performance and Payment Bonds	NLT 5 working days after contract award
BOA order Notice To Proceed (NTP)	TBD
Abbreviated Accident Prevention Plan (AAPP)	10 CD after NTP

GOVERNMENT APPROVAL	TBD
Pre-Restoration Meeting - NTP	TBD
Restoration End	TBD
Finalize Punch List	TBD
Closeout Submittals	TBD
Period of Performance Complete	TBD
Final Invoice	TBD

1.6 Points of Contact: TBD

2. DEFINITIONS, ACRONYMS, AND ABBREVIATIONS:

2.1 Definitions: As stated within the SOW, but not limited to the following:

2.1.1 Contractor: A supplier or vendor awarded a Contract to provide specific supplies or services to the Government. The term used in this Contract refers to the Prime.

2.1.2 Contracting Officer (KO): A person with authority to enter into, administer, and or terminate Contracts, and make related determinations and findings on behalf of the Government. NOTE: The only individual who can legally bind the Government.

2.1.3 Contracting Officer's Representative (COR): An employee of the US Government appointed by the KO to administer the Contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the Contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms

2.1.4 Deliverable: Anything that can be physically delivered, but may include non-manufactured items such as meeting minutes and reports

2.4.5 Equipment: A tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use. Equipment does not include material,

real property, special test equipment or special tooling.

2.1.6 Government Furnished Property (GFP): Property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a Contract. Government furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes Contractor-acquired property if the Contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the Contract.

2.1.7 Government Property: All property owned or leased by the Government. Government property includes Government-Furnished Property (GFP), Government Furnished Materials (GFM), and Contractor-acquired property. Government property includes material, equipment, special tooling, special test equipment, and real property. Government property does not include intellectual property and software.

2.1. Government Furnished Material: Government material that may be incorporated into, or attached to, an end item to be delivered under this contract or which may be consumed in the performance of this effort. It includes, but is not limited to, raw and processed material, parts, components, assemblies and small tools and supplies.

2.1.9 Loss of Government Property: Unintended, unforeseen, or accidental loss, damage, or destruction of Government property that reduces the Government's expected economic benefits of the property. Loss of Government property does not include occurrences such as purposeful destructive testing, obsolescence, normal wear and tear, or manufacturing defects. Loss of Government property includes, but is not limited to:

- (1) Items that cannot be found after a reasonable search;
- (2) Theft;
- (3) Damage resulting in unexpected harm to property requiring repair to restore the item to usable condition;
or
- (4) Destruction resulting from incidents that render the item useless for its intended purpose or beyond economical repair.

2.1.10 Material: Property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end-item. Material does not include equipment, special tooling, and special test equipment or real property.

2.1.11 Physical Security: Actions that prevent the loss or damage of Government property

2.1.12 Property: All tangible property; both real and personal

2.1.13 Provide: To furnish, as in Government-furnished property, or to acquire, as in Contractor-acquired property

2.1.14 Quality Assurance: The Government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

2.1.15 Quality Control: All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet Contract requirements

2.1.16 Real Property: See Federal Management Regulation 102-71.20 (41 CFR 102-72.20)

2.1.17 Subcontractor: One that enters into a Contract with a Prime Contractor. The Government does not have privity of Contract with the Subcontractor.

2.1.18 Work Week: TBD

2.2 Acronyms: As stated within the SOW, but not limited the following:

AFARS: Army Federal Acquisition Regulation Supplement
AR Army Regulation
CFR Code of Federal Regulations
CONUS Continental United States (excludes Alaska and Hawaii)
COR Contracting Officer Representative
DA Department of the Army
DFARS Defense Federal Acquisition Regulation Supplement
DOD Department of Defense
FAR Federal Acquisition Regulation
GFP Government Furnished Property
GFM **Government Furnished Material**
IAW In Accordance With
KO Contracting Officer
POC Point of Contact
QA Quality Assurance
QC Quality Control
QCP Quality Control Program
TE Technical Exhibit

3. Government Furnished Items and Services:

3.1 Services: The Government will not provide services to the contractor.

3.2 Facilities: The Government will not provide office space, storage area, or operational facilities to the Contractor. The Contractor shall secure and maintain the necessary office space, housing, operation facilities and other logistics facilities required for the performance of this contract at his/her expense.

3.3 Utilities: The Government will not provide utilities.

3.4 Equipment: The Government will not furnish any tools and equipment required for the performance of this Contract

3.6 Materials: Limited types of materials may be furnished at the discretion of the government at a future date. The contractor will provide electrical system equipment, components, and materials

3.7 Information:

3.7.1 ATTACHMENT A "Electrical System Single Line Drawings".

3.7.2 ATTACHMENT B "Location Map".

3.7.3 ATTACHMENT C "Typical Equipment List".

3.7.4 ATTACHMENT D "Puerto Rico Electric Grid".

3.7.5 ATTACHMENT E "Division 1 Specifications".

3.8 Enclosures: None

4. Contractor Furnished Items and Responsibilities:

4.1 General: The Contractor shall furnish all supplies, equipment, facilities and services required to perform work under this Contract that are not listed under Paragraph 3 of this SOW

4.2 Contractor Furnished Vehicles and Equipment: Contractor Furnished Vehicles and equipment used in the performance of this Contract shall meet, and be maintained IAW applicable Federal, State, and Local safety and

environmental requirements. The designated Government official may inspect Contractor furnished vehicles and equipment at any time, on demand, and direct that unsafe, unserviceable, or otherwise un-roadworthy vehicles or dangerous equipment be taken out of service and, if specified for cause, removed from the Project site, with which the Contractor shall promptly comply.

5. Services to be Performed: Unless otherwise noted below, all Specification items in the Division 01 Specifications that are pertinent to the SOW are required.

5.1 Work Plan: N/A

5.2 Repair and Renewal. The Contractor shall perform restoration activities in accordance with utility standards and applicable Division 01 Sections.

5.3 Specific Task

5.2.1. Task 1 Transmission and Distribution. Perform electrical transmission and distribution power grid restoration and re-energization of the Puerto Rico Electric Power Authority (PREPA) power grid.

Inspect/Evaluate/Implement actions necessary to repair and reenergize the system. Provide damage reports, projected schedules for power restoration (for assigned areas), and bills of material. At completion of this task, perform functional tests on all elements to ensure operability. Functional test results shall be documented and submitted for government review. Contractor shall ensure coordination of protective devices in accordance with PREPA documented relay settings and fuse sizing requirements. Where documented settings are unavailable, contractor shall perform protective device calculations to ensure coordination in accordance with IEEE 242.

5.2.2. Task 2 Electrical Generation.

a. Perform repair and recommissioning of existing stationary PREPA power plants. At completion of this task, perform functional tests/recommissioning on all elements to ensure operability. Functional test results shall be documented and submitted for government/PREPA review.

b. Provide all temporary power connections and temporary portable generators for standby power capability during all phases of work.

c. Provide temporary generators and connections to power substations, critical buildings, and other facilities as requested.

d. Operate and maintain generators as requested.

e. Perform recovery and rehabilitation of FEMA owned generators, either in the field or at the Logistics center/remote storage site.

5.2.3. Task 3 Substation Restoration. Perform equipment evaluation (testing, as required), repair, re-energization, and recommissioning of substations and switching stations. Tasks include (but not limited to) component repair, replacement, battery charging/replacement, rectifier-charger functional testing, control power, relay calibration/settings, fuse replacement, etc.. Perform inspections and testing of power equipment to include transformers and breakers according to manufacturer recommendations after installation or placement of the equipment. Contractor shall ensure coordination of protective devices in accordance with PREPA documented settings. Where documented settings are unavailable, contractor shall perform setting calculations to ensure coordination in accordance with IEEE 242.

5.2.4. Task 4 Telecommunications and Supervisory Control and Data Acquisition Systems (SCADA). Perform repair, replace, and recommission telecommunications and SCADA equipment for the electric power system. At completion of this task, perform functional tests/recommissioning on all elements to ensure operability. Functional test results shall be documented and submitted for government/PREPA review.

5.2.5. Task 5 Clearing, Grubbing and Debris Removal/Disposal. Perform clearing, grubbing, and debris removal/disposal as required to effect repair/replacement for the electric power system. Contractor will

coordinate transportation, unloading and disposal with designated FEMA, U. S., and Puerto Rican civil authorities. Disposition of damaged electrical materials and equipment belonging to PREPA will be coordinated with PREPA.

5.2.6. Task 6 Mobilization: Mobilize in a rapid and efficient manner as required to meet project objectives. Contractor will hire train and mobilize all personnel, procure and deliver equipment. Contract employee Home Leave costs shall not be a billable expense under this task. Exceptions to this requirement will be at the discretion of the KO.

5.2.7 Task 7 Demobilization: Demobilize personnel and personal equipment under this order as necessary for the conductance of BOA order work, e.g., to facilitate personnel replacement, etc. or at the conclusion of field activities as applicable. Contractor employee Home Leave costs shall not be a billable expense under this task. Exceptions to this requirement will be at the discretion of the KO.

5.2.8 Task 8 Corporate Program Management

5.2.8.1 Specific Task Requirements: The Contractor shall provide program management activities as required to meet project objectives in accordance with this SOW. The Contractor shall perform program management and reporting activities necessary to maintain project control, to include but not limited to the following:

5.2.8.2 Schedule. The Contractor shall be responsible for coordination and scheduling of all activities with representatives of the project.

5.2.8.3 Telephone Conversations/Correspondence Records. The Contractor shall keep a record of each pertinent phone conversation and written correspondence concerning this BOA order in accordance with BOA requirements. A copy of this record shall be attached to the Project Status Report. All correspondence on this BOA order shall reference the base contract and BOA order numbers, and shall contain a Contractor designated tracking number.

5.2.8.4 Project Status Reports. The Contractor shall prepare and submit Project Status Reports in accordance with BOA requirements 2 (Periodic Status Reports). Project Status Reports will be submitted monthly when the Contractor is not in the field, and weekly while in the field. The Contractor shall provide a brief Situation Report (SITREP) that provides a summary of daily activities and the personnel status (PERSTAT). The Contractor shall be responsible for coordinating and integrating information into consolidated reports. The reports shall include other relevant items required by this Performance Work Statement. The Contractor shall notify the Contracting Officer in writing when reaching a 75% expenditure of authorized funding.

5.2.9 Task 9 Contractor Manpower Reporting

5.2.9.1 The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the Contractor will report Contractor manpower information (including subcontractor manpower information) required for performance of this contract. The Contractor shall submit all the information required in the format specified at the following web address: <https://cmra.army.mil/default.aspx>

5.2.9.2 The Contractors shall fill in the required information on the website, fields are shown below:

- (1) Contract Number
- (2) Delivery Order Number (if applicable)
- (3) BOA order Number (if applicable)
- (4) Requiring Activity Unit Identification Code (UIC)
- (5) Command
- (6) Contractor Contact Information
- (7) Federal Service Code (FSC) (8) Direct Labor Hours
- (9) Direct Labor Dollars
- (10) Location Information (where Contractor and subcontractors (if applicable) performed the services.

5.2.9.3 Reporting period will be the period of performance not to exceed 12 months ending 30 September of each government fiscal year and must be reported by 15 October of each calendar year.

5.2.9.4 If your particular contract crosses fiscal years, 2 entries must be made to capture the data for the contract period; for example if the contract start date is 1 January 2017 and ends 31 December 2017, the data for the period from 1 January 2017 through 30 September 2017 shall be entered not later than 15 October 2017 and the period 1 October 2017 through 31 December 2017 shall be entered not later than 15 January 2018.

5.2.9.5 The Contractor shall propose annual prices for Army Contractor Manpower Reporting.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 20-OCT-2017 TO 18-APR-2018	N/A	SEE SCHEDULE SEE SCHEDULE SEE SCHEDULE SEE SCHEDULE AA 256-895-1110 FOB: Destination	W912DY
0002	POP 20-OCT-2017 TO 18-APR-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912DY
0003	POP 20-OCT-2017 TO 18-APR-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912DY
0004	POP 20-OCT-2017 TO 18-APR-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912DY
0005	POP 20-OCT-2017 TO 18-APR-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912DY
0006	POP 20-OCT-2017 TO 18-APR-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912DY
0007	POP 20-OCT-2017 TO 18-APR-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912DY
0008	POP 20-OCT-2017 TO 18-APR-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912DY
0009	POP 20-OCT-2017 TO 18-APR-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W912DY

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 96X31250000 082409 2540GK9D2L099993 NA 96010
AMOUNT: \$240,000,000.00

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	0001	W31RYO728414900001	\$209,450,000.00
	0002	W31RYO728414900001	\$4,000,000.00
	0003	W31RYO728414900001	\$10,000,000.00
	0004	W31RYO728414900001	\$1,000,000.00
	0005	W31RYO728414900001	\$1,000,000.00
	0006	W31RYO728414900001	\$8,000,000.00
	0007	W31RYO728414900001	\$6,000,000.00
	0008	W31RYO728414900001	\$500,000.00
	0009	W31RYO728414900001	\$50,000.00

Section H - Special Contract Requirements

DBA WAGES PUERTO RICO

General Decision Number: PR170001 01/06/2017 PR1

Superseded General Decision Number: PR20160001

State: Puerto Rico

Construction Type: Building

Counties: Puerto Rico Statewide.

BUILDING CONSTRUCTION (does not include single family homes and apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017

* SUPR1993-001 10/29/1993

	Rates	Fringes
BRICKLAYER.....	\$ 7.25	.42
CARPENTER.....	\$ 7.25	.34
CEMENT MASON/CONCRETE FINISHER....	\$ 7.25	.31
ELECTRICIAN (Including HVAC control wiring).....	\$ 7.25	
IRONWORKER.....	\$ 7.25	
Laborer, Unskilled.....	\$ 7.25	
PAINTER.....	\$ 7.25	
PIPEFITTER.....	\$ 7.25	
PLUMBER (Including HVAC work)....	\$ 7.25	.31

Power equipment operators:

Cranes.....	\$ 7.25	
Diggers.....	\$ 7.25	
Loaders.....	\$ 7.25	.26
Traxcavator.....	\$ 7.25	

Sheet metal worker (Including HVAC duct work).....	\$ 7.25	.31
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TRUCK DRIVER.....	\$ 7.25	.30
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2017
52.219-9	Small Business Subcontracting Plan	JAN 2017
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-9	Estimate of Percentage of Recovered Material Content for EPA-Designated Items	MAY 2008
52.223-10	Waste Reduction Program	MAY 2011
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.230-2	Cost Accounting Standards	OCT 2015
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	OCT 2015
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-7	Payments Under Time-And-Materials And Labor Hour Contracts	AUG 2012
52.243-3	Changes--Time-And-Material Or Labor-Hours	SEP 2000
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Attachment E Division 01 Specifications		
Attachment 2	Attachment D Electric Grid		
Attachment 4	Attachment B Location Map		
Attachment 5	Attachment A Single Line Diagram		
Attachment 6	Attachment C (Same as Attachment F)		