

2. AMENDMENT/MODIFICATION NO. 0012	3. EFFECTIVE DATE 03/15/02	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY U.S. ARMY ENGINEER DISTRICT, HONOLULU Corps of Engineers, Building 200 ATTN: CEPOH-CT-C Fort Shafter, Hawaii 96858-5440	7. ADMINISTERED BY (If other than Item 6) CODE
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NO. DACA83-02-R-0003
	(X)	9B. DATED (SEE ITEM 11) 12/07/01
		10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED (SEE ITEM 13)

CODE	FACILITY CODE
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11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

12. Accounting and Appropriation Data (If required)

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

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

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

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

FY02 MCA PN 50846 Cold Storage Facility and FY01 RDT&E Repair Water Tanks, U.S. Army Kwajalein Atoll
(See Page 2 of 2 Pages)

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF SIGNER (Type or print)
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA BY <i>(Signature of Contracting Officer)</i>
	16C. DATE SIGNED

Am-0012
Solicitation No. DACA83-02-R-0003
Item 14 (Continued)

Standard Form 30
Page 2 of 2 Pages

1. CHANGES TO TECHNICAL SPECIFICATIONS. Attached hereto are revised pages/paragraphs to the technical specifications. The revision mark "(Am-0012)" is shown on each page. Although only the following paragraphs are revised, the entire section 01431 is re-issued with this amendment.

REVISED PARAGRAPHS. The following are revised paragraphs to the technical specifications. Revisions are indicated in **bold**

Section 01431: paragraph 1.1; paragraph 1.3;
Paragraph 3.1.2; Paragraph 3.1.2.2.

2. The proposal due date of March 22, 2002, 2:00 P.M., Hawaiian Standard Time remains unchanged.

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SECTION 01431

ENVIRONMENTAL PROTECTION

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

ARMY REGULATION (AR)

AR 200-1 (1997) Environmental Protection and Enhancement

UNITED STATES ARMY KWAJALEIN ATOLL

UES Environmental Standards and Procedures for United States Army Kwajalein Atoll (USAKA) Activities, **latest edition.**

1.2 GENERAL REQUIREMENTS

This section covers prevention of environmental pollution and damage as the result of construction operations under this contract and for those measures set forth in the TECHNICAL REQUIREMENTS. For the purpose of this specification, environmental pollution and damage is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to man; or degrade the utility of the environment for aesthetic, cultural and/or historical purposes. The control of environmental pollution and damage requires consideration of air, water, and land, and includes management of visual aesthetics, noise, solid waste, radiant energy and radioactive materials, as well as other pollutants.

1.2.1 Subcontractors

Assurance of compliance with this section by subcontractors will be the responsibility of the Contractor.

1.2.2 Notification

The Contracting Officer will notify the Contractor in writing of any observed noncompliance with the aforementioned United States (US), Republic of the Marshall Islands (RMI) and Installation (USAKA) laws, regulations, procedures and permits, and other elements of the Contractor's environmental protection plan. The Contractor shall, after receipt of such notice, inform the Contracting Officer of proposed corrective action and take such action as may be approved. If the Contractor fails to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No time extensions will be granted or costs or damages allowed to the Contractor for any such suspension.

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-18 Records

Environmental Protection Plan; G, RE.

Within 30 calendar days of receipt of Notice to Proceed, the Contractor shall submit in writing an environmental protection plan. Approval of the Contractor's plan will not relieve the Contractor of his responsibility for adequate and continuing control of pollutants and other environmental protection measures. **The planned quantity and names of all hazardous materials, as listed in the UES, brought to USAKA by the contractor shall be listed in the EPP. The actual amount of all excess, unused hazardous materials and hazardous waste removed from the USAKA by the contractor shall be reported to the USAKA Environmental Office.** The environmental protection plan shall include but not be limited to the following:

- a. A list of US, RMI and USAKA laws, regulations, and permits concerning environmental protection, pollution control and abatement that are applicable to the Contractor's proposed operations and the requirements imposed by those laws, regulations, and permits.
- b. Methods for protection of features to be preserved within authorized work areas. The Contractor shall prepare a listing of methods to protect resources needing protection; i.e., trees, shrubs, vines, grasses and ground cover, landscape features, air and water quality, fish and wildlife, soil, historical, archeological, and cultural resources.
- c. Procedures to be implemented to provide the required environmental protection and to comply with the applicable laws and regulations. The Contractor shall set out the procedures to be followed to correct pollution of the environment due to accident, natural causes, or failure to follow the procedures set out in accordance with the environmental protection plan.
- d. Location of the solid waste disposal area.
- e. Drawings showing locations of any proposed temporary excavations or embankments for haul roads, material storage areas, structures, sanitary facilities, and stockpiles of excess or spoil materials.
- f. Environmental monitoring plans for the job site, including land, water, air, and noise monitoring.
- g. Traffic control plan.
- h. Methods of protecting surface and ground water during construction activities.
- i. Work area plan showing the proposed activity in each portion of the area and identifying the areas of limited use or nonuse. Plan

should include measures for marking the limits of use areas.

- j. Plan of borrow area(s).
- k. Training for his personnel during the construction period.
- l. Acknowledgement that the contractor shall be responsible for the removal off the island of all excess unused, hazardous materials upon project completion and all hazardous wastes.
- m. **Species that require specific attention along with measures for their protection will be listed in the Contractor's Environmental Protection Plan by the Contractor prior to beginning of construction operations.**

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 PROTECTION OF ENVIRONMENTAL RESOURCES

The environmental resources within the project boundaries and those affected outside the limits of permanent work under this contract shall be protected during the entire period of this contract. The Contractor shall confine his activities to areas defined by the drawings and specifications.

3.1.1 Land Resources

Prior to the beginning of any construction, the Contractor shall identify all land resources to be preserved within the Contractor's work area. Except in areas indicated on the drawings or specified to be cleared, the Contractor shall not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, topsoil, and land forms without special permission from the Contracting Officer. No ropes, cables, or guys shall be fastened to or attached to any trees for anchorage unless specifically authorized. Where such special emergency use is permitted, the Contractor shall provide effective protection for land and vegetation resources at all times as defined in the following subparagraphs.

3.1.1.1 Work Area Limits

Prior to any construction, the Contractor shall mark the areas that are not required to accomplish all work to be performed under this contract. Isolated areas within the general work area which are to be saved and protected shall also be marked or fenced. Monuments and markers shall be protected before construction operations commence. Where construction operations are to be conducted during darkness, the markers shall be visible. The Contractor shall convey to his personnel the purpose of marking and/or protection of all necessary objects.

3.1.1.2 Protection of Landscape

Trees, shrubs, vines, grasses, land forms and other landscape features indicated and defined on the drawings to be preserved shall be clearly identified by marking, fencing, or wrapping with boards, or any other approved techniques.

3.1.1.3 Reduction of Exposure of Unprotected Erodible Soils

Earthwork brought to final grade shall be finished as indicated and specified. Side slopes and back slopes shall be protected as soon as practicable upon completion of rough grading. All earthwork shall be planned and conducted to minimize the duration of exposure of unprotected soils. Except in instances where the constructed feature obscures borrow areas, quarries, and waste material areas, these areas shall not initially be cleared in total. Clearing of such areas shall progress in reasonably sized increments as needed to use the areas developed as approved by the Contracting Officer.

3.1.1.4 Protection of Disturbed Areas

Such methods as necessary shall be utilized to effectively prevent erosion and control sedimentation, including but not limited to the following:

- a. Retardation and Control of Runoff: The contractor shall construct and maintain diversion ditches, benches, and berms, retention ponds, weirs and other features to divert surface runoff to sediment basins and protected drainage courses.
- b. Erosion and Sedimentation Control Devices: The Contractor shall construct or install all temporary erosion control features necessary to comply with the aforementioned laws, regulation, procedures and permits. All temporary features including sediment basins, berms, containment dikes, grassing etc. installed by the Contractor shall be maintained by the Contractor. Sediment basins shall be sized to contain the run-off from a 4-inch rainfall event over the total affected construction area. Overflow weirs shall be provided to maximize effectiveness of the sediment basins for sediment retention. Sediment depositions in the basins shall be removed after each major storm and materials removed shall be stockpiled at an approved site. Water quality monitoring shall be developed and implemented by the Contractor to assure that effluent and receiving water quality requirements are met as prescribed by the aforementioned laws and regulation.

3.1.1.5 Contractor Facilities and Work Areas

- a. Location of Field Offices, Storage, and Other Contractor Facilities: The Contractors' field offices, staging areas, stockpile storage, and temporary buildings shall be placed in areas designated by the Contracting Officer. Temporary movement or relocation of Contractor facilities shall be made only on approval by the Contracting Officer.
- b. Spoil Areas on Government Property: Disposal areas on Government property shall be managed and controlled to comply with all provisions of the aforementioned laws, regulation, procedures and permits. Segregation of different waste materials by the Contractor shall be as directed by the Contracting Officer.
- c. Temporary Excavations and Embankments: Temporary excavations and embankments for plant and/or work areas shall be controlled to protect adjacent areas from despoilment.

3.1.2 Disposal of Wastes

All waste shall be disposed of in accordance with the UES.

3.1.2.1 Solid Wastes

Solid wastes (excluding clearing debris) shall be placed in containers which are emptied on a regular approved schedule. All handling and disposal shall be conducted in compliance with the UES to prevent contamination. Segregation of waste materials shall be in accordance with USAKA procedures into recyclables, combustibles and non-combustibles. No hazardous or toxic waste shall become commingled with solid waste. Waste materials shall be hauled and disposed within the Government disposal facility and shall comply with USAKA procedures on the use of the disposal facility. The contractor shall prepare all combustible construction debris for use in the USAKA refuse incinerators and the non-combustible materials to the appropriate landfill area(s).

3.1.2.2 Chemical Wastes

All waste shall be disposed of in accordance with the UES.

3.1.2.3 Hazardous and Toxic Wastes

The Contractor shall take sufficient measures to prevent spillage of hazardous and toxic materials. The Contractor shall collect waste as described in the UES. The Contractor shall be responsible for the transport of all hazardous and toxic waste from USAKA, and for the disposal of these wastes in compliance with the UES. The Contractor may use the USAKA Logistics Support Contractor to accomplish the above tasks on a cost reimbursable basis. In accordance with the UES, spills of hazardous or toxic materials or wastes shall be immediately reported to the USAKA Environmental Office, and the Contracting Officer. All cleanup costs incurred by USAKA due to Contractor spills shall be the responsibility of the contractor.

3.1.2.4 Dispensing of Petroleum Products and Hazardous Materials and Products

Petroleum products and hazardous materials shall be dispensed to ensure that leakages and spillages do not occur. Daily inspection of dispensing operations shall be conducted and documented by the Contractor. In accordance with the UES all spills and leaks shall be immediately reported to the USAKA Environmental Office and the Contracting Officer. Corrective actions on spillages and leakages shall be immediately undertaken by the Contractor, including documentation. Records and documentation shall be made available to the Contracting Officer upon his request.

3.1.3 Historical, Archeological, and Cultural Resources

Existing historical, archeological, and cultural resources within the Contractor's work area will be so designated by the Contracting Officer if any has been identified. The Contractor shall take precautions to protect and preserve all such resources as they existed at the time they were pointed out to him. The Contractor shall provide and install all protection for these resources so designated. If during excavation or other construction activities in areas with existing or known resources, as well as in any other work area, any previously unidentified or unanticipated resources are discovered or found, all activities that may damage or alter such resources shall be immediately suspended by the Contractor or AM. These resources or cultural remains (prehistoric or historic surface or subsurface) include but are not limited to: any human skeletal remains or burials; artifacts; shell, midden, bone, charcoal, or other deposits; rocks

or coral alignments, paving, wall, or other constructed features; and any indication of agricultural or other uses. Upon such discovery or find, the Contracting Officer and USAKA Environmental Office will be notified and appropriate actions determined, IAW the UES.

3.1.4 Water Resources

The Contractor shall keep construction activities under surveillance, management, and control to avoid pollution of surface and ground waters. Special management techniques as set out below shall be implemented to control water pollution by the listed construction activities which are included in this contract. The Contractor shall not apply toxic or hazardous substances/chemicals to soil or vegetation.

3.1.4.1 Washing and Curing Water

Waste waters resulting directly from the construction activities shall not be allowed to enter drainage ways, ocean or lagoon waters. These waste waters, including that which are generated from dewatering activities, shall be collected and placed in retention/holding ponds to allow for settlement of suspended material. Analysis shall be performed on the water and sediment with the results reviewed and approved by the USAKA Environmental Office before the water in the pond is discharged or sediment is placed in a landfill.

3.1.4.2 Monitoring of Water Areas:

Monitoring of water areas affected by construction activities shall be the responsibility of the Contractor. All water areas affected by construction activities shall be monitored by the Contractor.

3.1.5 Fish and Wildlife Resources

The Contractor shall keep construction activities under surveillance, management and control to minimize interference with, disturbance to and damage of fish and wildlife.

3.1.6 Air Resources

All activities performed in accomplishing the specified construction shall be in compliance with US, RMI and USAKA laws, regulation, procedures, and standards, including the UES, Part 3-1. Special management techniques as set out below shall be implemented to control air pollution by the construction activities which are included in the contract.

3.1.6.1 Particulates

- a. Dust particles, aerosols, and gaseous by-products from all construction activities, processing and preparation of materials, such as from asphaltic batch plants, shall be controlled at all times, including weekends, holidays and hours when work is not in progress.
- b. The Contractor shall maintain all excavations, stockpiles, haul roads, permanent and temporary access roads, plant sites, spoil areas, borrow areas, and all other work areas within or outside the project boundaries free from particulates which would cause the air pollution standards mentioned in paragraph Air Resources, herein before, to be exceeded or which would cause a hazard or a

nuisance. Sprinkling (using fresh water), scrubbers, electrostatic precipitators or other methods will be permitted to control particulates in the work area. The use of petroleum base products for particulate control is prohibited.

3.1.6.2 Hydrocarbons and Carbon Monoxide

Hydrocarbons, carbon monoxide and sulphur oxide emissions from equipment and other sources shall be controlled to the allowable limits in the UES at all times.

3.1.6.3 Odors

Odors shall be controlled at all times for all construction activities, processing and preparation of materials.

3.1.6.4 Monitoring of Air Quality

Monitoring of air quality shall be the responsibility of the Contractor. All air areas affected by the construction activities shall be monitored by the Contractor. Monitoring results shall be made available to the Contracting Officer, on demand, for review.

3.1.7 Sound Intrusions

The Contractor shall control noise levels within the construction site and surrounding areas to conform with AR 200-1, RMI and USAKA regulations, standards and policies. Monitoring using acceptable instruments shall be the responsibility of the contractor.

3.2 POST CONSTRUCTION CLEANUP

The Contractor shall clean up area(s) used for construction.

3.3 RESTORATION OF LANDSCAPE DAMAGE

The Contractor shall restore all landscape features damaged or destroyed during construction operations outside the limits of the approved work areas. Such restoration shall be in accordance with the plan submitted for approval by the Contracting Officer. This work will be accomplished at the Contractor's expense.

3.4 MAINTENANCE OF POLLUTION CONTROL FACILITIES

The Contractor shall maintain all constructed facilities and portable pollution control devices for the duration of the contract or for that length of time construction activities create the particular pollutant.

3.5 TRAINING OF CONTRACTOR PERSONNEL IN POLLUTION CONTROL

The Contractor shall train his personnel in all phases of environmental protection. The training shall include methods of detecting and avoiding pollution, familiarization with pollution standards, both statutory and contractual, and installation and care of facilities (vegetative covers, and instruments required for monitoring purposes) to ensure adequate and continuous environmental pollution control.

-- End of Section --