

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. 0003	3. EFFECTIVE DATE 19 August 2003	4. REQUISITION/PURCHASE REQ. NO. W25PHS-3176-0938	5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE		
District Engineer U.S. Army Engineer District, Philadelphia Wanamaker Building, 100 Penn Square East Philadelphia, PA 19107-3390				
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		( <input checked="" type="checkbox"/> )	9A. AMENDMENT OF SOLICITATION NO. DACW61-03-R-0032	
		( <input checked="" type="checkbox"/> )	9B. DATED (SEE ITEM 11) July 21, 2003	
			10A. MODIFICATION OF CONTRACTS/ORDER NO.	
			10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE			

**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 tended.  is extended,  is not extended.

Offers 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE 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 desire to 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 received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

**SHORELINE PROTECTION, TOWNSEND INLET TO CAPE MAY INLET, CAPE MAY COUNTY, NEW JERSEY**

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

( <input checked="" type="checkbox"/> )	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.)**

**THIS AMENDMENT DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.**

a. **SF1442:** Please make a pen and ink change to Block Nos. 10 and 13 to reflect the proposal due date of 12 noon on August 29, 2003.

b. **TECHNICAL SPECIFICATIONS: Section 01355, ENVIRONMENTAL PROTECTION:** Please delete this section in its entirety and substitute the new section of the same number annotated as Amendment No. 0003 attached hereto.

Please indicate receipt of this amendment on Standard Form 1442 (SOLICITATION, OFFER, AND AWARD) as Amendment No. 0003. Failure to acknowledge all amendments may be cause for rejection of your proposal.

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

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

SECTION 01355

ENVIRONMENTAL PROTECTION

PART 1 GENERAL

1.1 SCOPE OF SECTION

This section covers the furnishing of all labor, material and equipment and performing all work required for the protection of the environment during construction operations except for those measures set forth in other sections of these specifications.

1.2 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:

NOTE: Any submittals classified as "SD-01 Preconstruction Submittals" are submittals required to be submitted to, and approved by, the office indicated prior to mobilization to the contract work site. All other submittals, classified as "SD-02" through "SD-11," shall be submitted to, and approved or reviewed by, the office indicated prior to commencing the particular task to which the submittal is associated.

SD-07 Certificates

Environmental Protection Plan; G,COR.

Prior to commencement of the work, the Contractor shall submit to the Contracting Officer for approval his proposed environmental protection plan. This shall be followed by a meeting with representatives of the Contracting Officer to develop mutual understandings relative to compliance with this provision and administration of the environmental protection program. Approval of the Contractor's plan for environmental protection will not relieve the Contractor of his responsibility for adequate and continuing control of pollutants.

Soil Erosion and Sediment Control Plan; G,COR.

The Contractor shall prepare and submit to the Cape May County Soil Conservation District for certification, a Soil Erosion and Sediment Control Plan. Three copies of the approved Soil Erosion and Sediment Control Plan shall be submitted to the Contracting Officer prior to the commencement of work.

Landfill; G,COR.

The Contractor shall furnish a copy of the letter of permission from any landfill to be used for the disposal of excavated materials or debris from the project site. The letter shall include any special handling required by the landfill for disposal of "special" materials.

### 1.3 DEFINITION OF ENVIRONMENTAL PROTECTION

For the purpose of this specification, environmental protection is defined as the retention of the environment in its natural state to the greatest extent possible during project construction and to enhance the natural appearance in its final condition. Environmental protection requires consideration of air, water, and land resources and involves noise, solid waste-management and management of other pollutants. In order to prevent, and to provide for abatement and control of any environmental pollution arising from the construction activities in performance of this contract, the Contractor and his subcontractors shall comply with all applicable Federal, state, and local laws and regulations and shall obtain all necessary permits required by same.

### 1.4 NOTIFICATION

The Contracting Officer will notify the Contractor in writing of any non-compliance with the aforementioned Federal, state, or local laws or regulations. Such notice, when delivered to the Contractor or his authorized representative at the site of the work, shall be deemed sufficient for the purpose. The Contractor shall, after receipt of such notice, immediately inform the Contracting Officer of proposed corrective action and take such action as may be approved. If the Contractor fails or refuses 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 part of the time lost due to any such stop orders shall be made subject of a claim for extension of time or for excess costs or damages by the Contractor.

### 1.5 SUBCONTRACTORS

Compliance with the provisions of this section by subcontractors will be the responsibility of the Contractor.

## PART 2 PRODUCTS (Not Applicable)

## PART 3 EXECUTION

### 3.1 PROTECTION OF LAND RESOURCES

#### 3.1.1 General

The land resources within the project boundaries and outside the limits of permanent work performed under this contract shall be preserved in their present condition or be restored to a condition after completion of construction as specified herein. The Contractor shall confine his construction activities to areas defined by the plans and specifications. The following additional requirements are intended to supplement the requirements of the Contract Clauses.

#### 3.1.2 Prevention of Landscape Defacement

The Contractor shall not deface, injure, or destroy vegetation, nor remove or cut them without the authority of the Contracting Officer. Ropes, cables, or guys shall not be fastened to or attached to any existing nearby vegetation for anchorages unless specifically authorized. Where the possibility exists that vegetation may be defaced, bruised, injured, or

otherwise damaged by the Contractor's equipment or operations, the Contractor shall adequately protect such vegetation. Stone, earth or other material that is displaced into uncleared areas shall be removed. Monuments and markers shall be protected before construction operations commence.

### 3.1.3 Restoration of Landscape Damage

Any landscape feature scarred or damaged by the Contractor's equipment or operations shall be restored to an elevation matching surrounding grades. Vegetation does not require restoration.

### 3.1.4 Post Construction Cleanup or Obliteration

The Contractor shall obliterate all signs of temporary construction facilities, excess materials, or any other vestiges of construction as directed by the Contracting Officer. The area will be restored to near natural conditions which will permit the growth of vegetation thereon. **The Contractor shall restore the staging area(s) by complete removal of the base material and geotextile.**

## 3.2 RECORDING AND PRESERVING HISTORICAL AND ARCHAEOLOGICAL FINDS

All items having any apparent historical or archaeological interest which are discovered in the course of any construction activities shall be carefully preserved. The Contractor shall leave the archaeological find undisturbed and shall immediately report the find to the Contracting Officer so that proper authorities may be notified.

## 3.3 PROTECTION OF WATER RESOURCES

### 3.3.1 General

The Contractor shall not pollute any waterways with fuels, oils, bitumens, calcium chloride, acids, insecticides, herbicides or other harmful materials. The Contractor shall investigate and comply with all applicable Federal, state, county, and municipal laws concerning pollution of waterways.

### 3.3.2 Soil Erosion and Sediment Control

The Contractor shall prepare and submit to the Cape May County Soil Conservation District for certification, a Soil Erosion and Sediment Control Plan, as specified in "Submittals" paragraph above. The Contractor shall conduct his operations in conformance with that certified Soil Erosion and Sediment Control Plan. Surface drainage from cuts and fills within the limits of the work shall be held in suitable sedimentation ponds or shall be graded to control erosion within acceptable limits. Temporary erosion and sediment control measures shall be provided and maintained until the permanent work is completed and operative. The area of bare soil exposed at any given time by construction shall be restricted to a minimum. Fills and waste areas shall be constructed by selective placement of materials to eliminate silts or clays on the surface which may erode and contaminate the adjacent waterway. The Contractor shall comply with all applicable laws concerning soil erosion and sediment control.

### 3.3.3 Disposal

Disposal of any debris resulting from the contract work and any wastes, effluents, trash, garbage, oil, grease, chemicals, etc., in or adjacent to

the work area will not be permitted. If any waste material is dumped in unauthorized areas, the Contractor shall remove the material and restore the area to its original condition. If necessary, contaminated ground shall be excavated, disposed of as directed by the Contracting Officer, replaced with suitable fill material, compacted and finished with topsoil, and planted as required to reestablish vegetation.

#### 3.4 PROTECTION OF FISH AND WILDLIFE

##### 3.4.1 General

The Contractor shall at all times perform all work and take such steps required to minimize interference with or disturbance to fish and wildlife. The Contractor will not be permitted to alter water flows or otherwise disturb native habitat adjacent to any disposal area which, in the opinion of the Contracting Officer, are critical to fish and wildlife.

##### 3.4.2 Piping Plover

###### 3.4.2.1 General

The Contractor shall take all necessary actions to insure protection of the piping plover bird, which is a Federal endangered species. The Contractor shall ensure that all employees are aware of the potential presence of an endangered species and provide sufficient information describing the piping plover. The environmental window for protection of the piping plover begins on 15 March and ends on 15 August. Piping plovers have been sited, during past nesting seasons, in the vicinity of Station 0+00.

###### 3.4.2.2 Requirements To Protect Nesting or Hatched Piping Plovers

The Contracting Officer shall be immediately notified if any piping plovers **and/or piping plover nests** are sited. **Once an active plover nest is established in the staging area, then no traffic shall be allowed in and out of the staging area and a 100 meter buffer must be established around the nest. Once the chicks hatch, the Contractor may again begin to have traffic within the staging area.** Any areas identified as piping plover nesting sites shall be protected by the Contractor through the use of signs and temporary barriers as directed by the Contracting Officer.

#### 3.5 DISPOSAL OF DEBRIS

All debris resulting from construction operations on this contract shall be removed from the work site and disposed of at the Contractor's expense. Such disposal shall comply with all applicable Federal, state, and local laws. Such materials shall be removed from the site of the work before the date of completion of the work under these specifications.

#### 3.6 MAINTENANCE OF POLLUTION, EROSION AND SEDIMENTATION CONTROL FACILITIES DURING CONSTRUCTION

During the life of this contract, the Contractor shall maintain all facilities constructed for pollution, erosion and sedimentation control under this contract as long as the operations creating the particular pollutant are being carried out or until the material concerned has become stabilized to the extent that pollution is no longer being created. During the construction period, the Contractor shall conduct frequent training sessions on environmental protection. The curricula should include methods of detecting and avoiding pollution; familiarity with pollution standards,

both statutory and contractual; and installation and care of vegetative covers, plants and other facilities to prevent and correct environmental pollution.

3.7 MEASUREMENT AND PAYMENT

The work specified in this section will not be measured separately for payment and all costs in connection therewith will be included in the cost of all the price items.

-- End of Section --