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|---|---|---|---|
| | | 1. CONTRACT ID CODE J | PAGE OF PAGES 1 OF 5 |
| 2. AMENDMENT/MODIFICATION NO. P00073 | 3. EFFECTIVE DATE SEE BLOCK 16C. | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. *(If applicable)* |
| 6. ISSUED BY CODE N00039 | | 7. ADMINISTERED BY *(If other than Item 6)* CODE | |

SPACE AND NAVAL WARFARE SYSTEMS COMMAND
CONTRACTING OFFICER: 02-N Debra L. Streufert
2231 Crystal Drive, Suite 400
Arlington, VA 22212-3721
PHONE: 703.685.5508

| | | |
|---|---|---|
| 8. NAME AND ADDRESS OF CONTRACTOR *(No., street, country, State and ZIP Code)* | (✓) | 9A. AMENDMENT OF SOLICITATION NO. |
| ELECTRONIC DATA SYSTEMS CORPORATION<br>13600 EDS DRIVE<br>HERNDON, VA 20171<br>ATTN: NMCI CONTRACTS | | 9B. DATED *(SEE ITEM 11)* |
| | X | 10A. MODIFICATION OF CONTRACT/ORDER NO. N00024-00-D-6000 |
| CODE 1U305 FACILITY CODE | | 10B. DATED *(SEE ITEM 11)* 06 October 2000 |

**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.

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)*
NOT APPLICABLE

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

(✓) 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).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
FAR CLAUSE 52.212-4 (CHANGES)

( ) D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return (See Note below) copies to the issuing office..

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

Note: The Contractor may return a signed copy via facsimile or as a scanned image in portable document format (pdf).

-SEE HEREIN-

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)*<br>Thomas Goetz, Contract Manager | | 16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*<br>Debra L. Streufert, Contracting Officer | |
| 15B. CONTRACTOR/OFFEROR<br>Thomas Goetz<br>*(Signature of person authorized to sign)* | 15C. DATE SIGNED<br>14 JUL 03 | 16B. UNITED STATES OF AMERICA<br>BY D L Streufert<br>*(Signature of Contracting Officer)* | 16C. DATE SIGNED<br>16 Jul 03 |

The purpose of this modification is to clarify hazardous material abatement requirements. Accordingly, make the following changes:

A. Under Part One, add new contract line item 0043 as follows:

1. In Tables Three through Ten, add:

| "Item | Service | Service Price/Program Year |
|---|---|---|
| 0043/0143 | Hazardous Material Abatement | $ " |

2. Add the item description as follows:

Item 0043 (and 0143 if option is exercised): **Hazardous Material Abatement**: The contractor is to perform abatement as described in paragraph 5.16, Asbestos Containing Materials (ACM), Paint With Lead (PWL) and Other Hazardous Materials". Prices will be established in individual task orders as applicable."

B. Under Part Two, delete subparagraph 5.16, ASBESTOS CONTAINING MATERIALS (ACM) AND OTHER HAZARDS MATERIALS, in its entirety and replace it with the following:

**"5.16 ASBESTOS CONTAINING MATERIALS (ACM), PAINT WITH LEAD (PWL), AND OTHER HAZARDOUS MATERIALS**

**5.16.1** For projects involving drilling or other disturbance to building walls, ceilings, floors, etc., the Government will provide to the Contractor any available ACM and PWL survey reports that detail the location of the material in given buildings.

5.16.2 The Contractor is encouraged to perform an initial site visit to the location(s) specified in the delivery order to inspect the site(s) where services are to be performed.

5.16.3 In the event the inspection reveals a site condition which may include ACM that would be encountered during contract performance, the Contractor shall advise the Public Works Officer or Facilities Manager immediately and follow the procedures described below.

5.16.3.1 Responsibility and Procedures for Asbestos Removal/Abatement for Points of Presence, Communications Closets, and Cable Plant Installation: The Contractor shall provide preliminary plans of all new cable runs to the Government at least 30-days prior to the date the Contractor intends to start work on the installation and final detailed plans 14 days prior to starting work. The Contractor will conduct additional spot ACM surveys along the proposed route if the existing surveys are not adequate. Based on age of the building, materials used, and existing ACM surveys, the Contractor may elect to presume material is ACM in lieu of conducting additional spot ACM surveys, where it is more cost effective than conducting additional surveys. If ACM, presumed ACM, or other hazardous materials are found in crawl spaces and interstitial spaces above drop ceilings based on the initial plans or from additional spot ACM surveys along the proposed route, the Contractor shall reroute the conduit runs to avoid areas of concern, wherever practical. If the Contractor is unable to avoid crawl spaces and interstitial spaces above drop ceilings containing materials that may be ACM, or other hazardous materials and that would be disturbed during installation creating a hazardous working environment, the Government shall conduct a remediation action prior to the Contractor installation. When anticipated or newly discovered ACM or presumed ACM is eligible for a 29 CFR 1926.1101 Class III ACM work (i.e. penetrations through walls, floors, floor tiles, ceilings, ceiling tiles, and roofs, etc.), the Contractor shall

follow the procedures described in 1 through 5 , in compliance with all federal, state, and local regulations. The Government is responsible for any Class I or Class II ACM removal or abatement work required under this paragraph and the procedures under paragraph 5.16.3.2 for Server Farms/NOCs/Administration and Warehouse Spaces shall apply. The Contractor is only responsible for Class III and Class IV ACM work identified in 1 though 5.

1. Class III asbestos work shall be conducted using engineering and work practice controls which minimize the exposure to employees performing the asbestos work and to bystander employees.
   a. The work shall be performed using wet (i.e. "shaving cream") methods.
   b. To the extent feasible, the work shall be performed using local exhaust ventilation.
   c. Where the disturbance involves drilling, cutting, abrading, sanding, chipping, breaking, or sawing of thermal system insulation or surfacing material, the Contractor shall use impermeable drop cloths, and shall isolate the operation using mini-enclosures or glove bag systems pursuant to 29 CFR 1926.1101 or another isolation method.
   d. Where the Contractor does not produce a "negative exposure assessment" for a job, or where monitoring results show the Permissible Exposure Level (PEL) has been exceeded, the Contractor shall contain the area using impermeable drop cloths and plastic barriers or their equivalent, or shall isolate the operation using a control system listed in and in compliance with 29 CFR 1926.1101.
   e. Contractor shall utilize to the maximum extent possible engineering and work practices that result in a "negative exposure assessment" for their ACM work. However, personnel performing Class III jobs, which involve the disturbance of thermal system insulation or surfacing material, or where the Contractor does not produce a "negative exposure assessment" or where monitoring results show a PEL has been exceeded, shall wear respirators which are selected, used and fitted pursuant to provisions of 29 CFR 1926.1101.

2. Class IV asbestos work. Class IV asbestos jobs (cleanup) shall be conducted by employees trained pursuant to the asbestos awareness training program set out in 29 CFR 1926.1101. In addition, all Class IV jobs shall be conducted in conformity with the requirements set out in 29 CFR 1926.1101, mandating wet methods, HEPA vacuums, and prompt clean up of debris containing ACM or Presumed ACM.

3. Disposal materials and related costs: The Government will provide disposal bags and will dispose of the materials at no cost to the Contractor.

4. Record keeping and reporting: The Contractor will annotate the design drawings showing where the ACM was impacted and provide specific quantities and other appropriate information for NESHAPS reporting requirements. The Government will submit a NESHAPS report or a modification to an existing NESHAPS report, if needed.

5. Training: The Contractor shall ensure that all employees, including subcontractor employees, shall receive the appropriate training for Class III and Class IV ACM work in accordance with 29 CFR 1926.1101(k)(9)(v) and other applicable state and local laws and regulations.

5.16.3.2 Responsibility and Procedures for Asbestos Removal/Abatement for Server Farms/NOCs/Administration and Warehouse Spaces: The Contractor shall provide detailed plans indicating areas of ACM or suspected ACM that may be disturbed 30 days prior to start of construction. The Government will either remediate the entire area, or remediate specific areas of Class I, II, III, or IV ACM or suspected ACM, at its option, in accordance with 29 CFR 1926.1101(k)(9)(v) and other applicable state and local laws and regulations to provide a safe working environment for the Contractor."

5.16.4 In the event the inspection reveals a site condition which may include PWL that would be encountered during contract performance, the Contractor shall advise the Public Works Officer or Facilities Manager immediately and follow the procedures described below.

5.16.4.1 Responsibility and Procedures for PWL for Points of Presence, Communications Closets, and Cable Plant Installation: The Contractor shall conduct testing where suspected PWL surfaces may be disturbed in specific locations and along the proposed routes, if the existing surveys are not adequate. If workers may be exposed to PWL, the Contractor shall reroute their conduit runs to avoid areas of concern, wherever practical. If the Contractor is unable to avoid disturbing the PWL, the Contractor shall proceed with the work, in compliance with all federal (e.g. 29 CFR 1926), state, and local regulations. The Government will provide disposal containers and will dispose of the materials at no cost to the Contractor. The Contractor will annotate the design drawings showing where the PWL was removed.

5.16.4.2 Responsibility and Procedures for PWL for Server Farms/NOCs/Administration and Warehouse Spaces: The Contractor shall conduct testing where suspected PWL surfaces may be disturbed, if the existing surveys are not adequate. The Contractor will conduct an exposure assessment of the work by a competent person. The Contractor will perform all National Institute of Building Sciences (NIBS) Procedure Level 1 or 2 for PWL work for a given space. If a wall needs to be removed and the lead-containing paint is firmly adhered to the wall, then the Contractor will remove the wall by sections and safely transport them to a landfill at no additional cost to the Government. In the event that the work does not qualify as NIBS Procedure Level 1 or 2, the Contractor shall document these findings and submit an exposure assessment report signed by a competent person to the Public Works Officer or Facilities Manager. If the assessment is found to be adequate by the Government, then the Government will either remediate the entire area, or remediate specific areas of PWL, at its option, in compliance with applicable Federal, state and local laws and regulations, to provide a safe working environment for the Contractor. The Contractor shall provide detailed plans indicating areas of PWL that require Government remediation at least 30 days prior to start of construction.

**5.16.5** Responsibility and Procedures for Other Hazardous Materials: If, during contract performance, the Contractor unexpectedly encounters a material (e.g. contaminated soil), other than ACM and PWL, which is hazardous or suspected to be hazardous, the Contractor shall advise the Public Works Officer or Facilities Manager immediately. The Contractor shall cease performance immediately on the affected portion of the work and shall take measures to cover the exposed area, post warning signs, and cover any debris. If the work cannot be re-routed or re-designed to avoid the hazard, the Government will remediate the hazard as necessary to facilitate the Contractor's work. The Contractor shall wait for further instruction from the Government before re-commencing work in the affected area. At all times, the Contractor shall comply with all applicable federal, state, and local laws, regulations, and guidance.

**5.16.6** The Contractor shall assume full responsibility and liability for compliance with all applicable laws, rules, regulations, and guidance pertaining to the protection of workers, visitors, and persons occupying areas adjacent to affected sites. The Contractor agrees to indemnify the Government against, and hold the Government harmless from, and all claims of failure to comply with applicable environmental, safety, or health laws or regulations on the part of the Contractor or any of its employees, subcontractors, or agents. The Government assumes no liability for any exposure of Contractor personnel to asbestos or other hazardous material. The Contractor will provide adequate insurance and assumes full responsibility for ensuring adequate protection of Contractor personnel against exposure to asbestos or other hazardous material while such personnel are performing work in support of this contract.

**5.16.7** Section 5.16 in not intended to, nor does it alter the rights of the parties regarding ACM. Rights and responsibilities that attach to the Government, as owner of the facility, by operation of applicable laws and regulations pertaining to ownership of property containing ACM do not shift to the contractor under this clause. Rights and responsibilities that attach to the contractor by operation of applicable laws and regulations pertaining to ACM abatement work do not shift to the Government under this clause. "

A CONFORMED COPY OF THE REVISED CONTRACT IS MADE A PART OF THIS MODIFICATION AS A RESULT OF THE CHANGES OUTLINED HEREIN.

All other terms and conditions of the contract remain unchanged and in full force and effect.