

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. 0004	3. EFFECTIVE DATE 02-Nov-2005	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)	
6. ISSUED BY USACE, CONTRACTING DIVISION ATTN: CEMVN-CT, ROOM 172 7400 LEAKE AVE. NEW ORLEANS LA 70118-3651	CODE W912P8	7. ADMINISTERED BY (If other than item 6) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO. W912P8-06-R-0031	
		<input checked="" type="checkbox"/>	9B. DATED (SEE ITEM 11) 21-Oct-2005	
			10A. MOD. OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> 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 <u> 1 </u> 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)				
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).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> 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.) The above numbered solicitation for Lake Pontchartrain and Vicinity, Sheet Pile Repair, London Avenue Canal Floodwall Breach, Mirabeau Avenue, New Orleans, LA, is amended as follows: PROPOSAL DUE DATE: THE PROPOSAL DUE DATE OF 7 NOVEMBER 2005, 12:00 PM LOCAL TIME OF NEW ORLEANS, LA, IS HEREBY RE-ESTABLISHED.				
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)		
		TEL:	EMAIL:	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)		02-Nov-2005

LAKE PONTCHARTRAIN AND VICINITY, NEW ORLEANS, LOUISIANA
LONDON AVENUE CANAL FLOODWALL BREACH
MIRABEAU AVENUE
SHEET PILE REPAIR

AMENDMENT 0004

SPECIFICATIONS

SECTION 00010

Delete page 00010-1, in its entirety and substitute the attached revised page 00010-1 therefore.

SECTION 01100

Page 01100-16, paragraph 23. ORDER OF WORK. Delete this paragraph in its entirety and insert new paragraph 23. ORDER OF WORK.

23. ORDER OF WORK

- a. Remove Phase I clay material to within approximately 2 ft. of the existing ground line indicated on the plans.
- b. Remove concrete cap of I-wall at locations where sheet pile repair wall is to tie into the existing I-walls. Provide temporary flood protection to El. 7.0. Work can be performed concurrently with item a. above.
- c. Install jet-grouted, cement-bentonite columns (specialty grouting) at south location where sheet pile repair wall is to tie into the existing I-wall.
- d. Install sheet pile at tie in with the existing I-wall at the south end of the repair wall. First sheet pile of repair wall should extend into the cement-bentonite columns a minimum of 6 inches.
- e. Drive sheet pile between tie in locations to tip elevations shown. Diver should check alignment of repair wall in advance of driving to ensure there are no obstructions. Jet-grouted, cement-bentonite columns (specialty grouting) at north location of where sheet pile repair wall is to tie into the existing I-wall must be installed before the repair wall is within 30 feet of the tie in.
- f. Remove Phase II clay to approximate existing ground line indicated on the plans.

g. Place bedding stone and rip-rap around new sheet pile on canal side as sheet pile driving progresses. Bedding stone must be placed incrementally up to EI 1.0 and the differential of the bedding stone on each side of the repair sheet pile wall must be no greater than 3 feet.

Page 01100-17, paragraph 24. SPECIAL WORK REQUIREMENTS. Insert the following new paragraph f.

f. The Contractor shall develop and submit for approval a plan to close the I-wall to EI +7.0 in the areas where the I-wall has been removed for the sheet pile tie-in.

SECTION 01452

Insert Section 01452 Environmental Protection, in its entirety.

SECTION 02221

Page 02221-1

Para.1.1 SCOPE. In the last line, change “existing facilities as shown on the drawings and specified herein.” to “existing facilities and clay material as shown on the drawings and specified herein.”

Para. 1.2 MEASUREMENT AND PAYMENT. Delete this paragraph in its entirety and insert the following new paragraph:

1.2 MEASUREMENT AND PAYMENT

1.2.1 Selective demolition specified herein above, except for clay removal, will not be measured for payment. Payment for demolition will be made at the contract lump sum price for "Selective Demolition". Price and payment shall constitute full compensation for furnishing all plant, labor, material and equipment and performing all operations necessary for removal, stockpiling, and disposal of all items specified herein above, and backfilling holes resulting from items being removed.

1.2.2 The unit of measurement for clay removal will be made by the cubic yard of clay satisfactorily placed in the designated storage area. The basis for the measurement will be cross sections of the area to be filled taken prior to clay placement and cross sections taken subsequent to clay placement. Payment for clay removal will be at the contract unit price per cubic yard for “Clay Removal”. Price and payment shall include all costs of hauling, handling, and placing the clay material in the designated storage area.

Para. 3.3 DISPOSAL OF MATERIALS. Delete this paragraph in its entirety and insert the following new paragraph:

3.3 DISPOSAL OF MATERIALS

All removed material, except for clay material, as specified herein above and shown on drawings shall become property of the Contractor and shall be disposed of by removal from the site as specified in paragraph 02231-3.4. Removed clay material shall become the property of the Government.

Insert the following new paragraph 3.4.

3.4 CLAY REMOVAL

A blanket of clay material remains within the limits of the breach area. The Contractor shall remove the clay in phases as specified and indicated on the plans. The clay material shall be transported in approved vehicles to a storage area north of the Robert E Lee Bridge on the west side of the London Ave Canal, and placed as directed by the Contracting Officer.

SECTION 02411

Page 02411-4, para. 1.8.1. Delete the last sentence “*(The use of vibratory hammers is not allowed when the channel elevation at the London Avenue outfall gauge is at 1.8 NGVD or more.” in its entirety.

DRAWINGS

Delete drawing 4 of 5 in its entirety and substitute revised drawing 4 of 5.

Insert new drawing 4A of 5 in its entirety.

SECTION 00010 – BIDDING SCHEDULE
W912P8-06-R-0031
Lake Pontchartrain and Vicinity, Sheet Pile Repair
London Ave. Canal Floodwall Breach, Mirabeau Avenue,
New Orleans, LA

0001	Mobilization and Demobilization	01	LS		
0002	Selective Demolition	01	LS		
0003	Clearing and Grubbing	01	LS		
0004	Graded Stone(Rip Rap)	9,300	TON		
0005	Separator Geotextile	550	SY		
0006	Bedding Stone	11,000	CY		
0007	Reinforced Concrete	01	LS		
0008	Piling, Steel Sheet, Type PZ 35	33,000	SF		
0009	Jet Grouting	01	LS		
0010	Clay Removal	7,000	CY		

TOTAL

Award will be made as a whole to one bidder.

NOTE 1: Bidders shall furnish unit prices for each items listed in the Schedule of bid items which require unit prices. If the bidder fails to insert a unit price in the appropriate blank for required item(s), but does furnish an extended total, or an estimated amount for such items), the Government shall deem the unit price to be the quotient obtained by dividing the extended amount for that line item by the quantity. IF A BIDDER OMITTS BOTH THE UNIT PRICE AND THE EXTENDED TOTAL OR ESTIMATED AMOUNT FOR ANY ITEM, ITS BID SHALL BE DECLARED NON-RESPONSIVE AND THEREFORE INELIGIBLE FOR AWARD.

NOTE 2: THE NOTICE TO PROCEED (NTP): The successful bidder is advised that performance and payment bonds shall be submitted in accordance with the time frame in block 12B of SF 1442 after Notice of Award. The NTP will be issued immediately after verification of acceptable performance and

Item	Description	Estimated Quantity	Unit	Unit Price	Estimated Amount
------	-------------	-----------------------	------	---------------	---------------------

payment bonds. Within seven (7) days after issuance of the NTP, the Contractor shall initiate a meeting to discuss the submittal process with the Area or Resident Engineer or his authorized representative. Physical work cannot start until the Accident Prevention Program, Contractor Quality Control Plan, and other submittals which may be required, have been submitted and approved and all preliminary meetings called for under the contract, have been conducted.

Section Table of Contents

SECTION 01452 - ENVIRONMENTAL PROTECTION

PART 1 GENERAL	1
1.1 SCOPE	1
1.2 APPLICABLE REGULATIONS	1
1.4 APPLICABLE REGULATIONS	1
1.3 MEASUREMENT AND PAYMENT	2
1.3.1 Environment Protection	2
1.3.2 Hazardous/Regulated Waste	2
1.5 QUALITY CONTROL	2
1.5.1 General	2
1.5.2 Reporting	3
1.6 NOTIFICATION	3
1.7 SUBCONTRACTORS	3
1.8 IMPLEMENTATION	3
1.8.1 Environmental Assessment of Contract Deviations	4
PART 2 PRODUCTS (Not Applicable)	4
PART 3 EXECUTION	4
3.1 PROTECTION OF LAND RESOURCES	4
3.1.1 General	4
3.1.2 Prevention of Landscape Defacement	4
3.1.3 Temporary Excavation and Embankments	5
3.1.4 Post-Construction Cleanup or Obliteration	5
3.1.5 Recording and Preserving Historical and Archeological Finds	6
3.2 PROTECTION OF WATER RESOURCES	6
3.2.1 Contamination of Water	6
3.2.2 Disposal of Materials	6
3.2.3 Erosion Control	6
3.3 PROTECTION OF FISH AND WILDLIFE	6
3.4 JANITOR SERVICES	7
3.5 DISPOSAL OF NON-REGULATED DEBRIS	7
3.6 DISPOSAL OF HAZARDOUS AND/OR REGULATED SOLID WASTES	7
3.6.1 Hazardous Wastes	8
3.6.2 Regulated Solid Wastes	9
3.6.3 Laboratory Accreditation	9
3.7 MAINTENANCE OF POLLUTION CONTROL FACILITIES	9
3.8 REPORTING OF POLLUTION SPILLS	9

SECTION 01452 - ENVIRONMENTAL PROTECTION

PART 1 GENERAL

1.1 SCOPE

The work covered by this Section consists of furnishing all labor, materials and equipment, and performing all work required for the prevention of environmental pollution and the handling, removal, transportation and disposal of any hazardous and/or regulated solid waste generated during and as the result of construction operations under this Contract except for those measures set forth in other provisions of these specifications. For the purpose of this specification, environmental pollution 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 man; or degrade the utility of the environment for esthetic and recreational purposes. The control of environmental pollution requires consideration of air, water, and land, and involves noise, solid waste-management, management of radiant energy and radioactive materials, as well as other pollutants including hazardous wastes, materials, substances and chemicals.

1.2 APPLICABLE REGULATIONS

In order to prevent, and to provide for abatement and control of any environmental pollution arising from construction activities in the performance of this contract, the contractor and his subcontractors shall comply with all applicable Federal, State, and Local laws, and regulations as well as USACE regulations concerning environmental pollution control and abatement and any regulations referred to in the following paragraphs. For hazardous wastes, materials, substances and chemicals applicable regulations shall include, but are not limited to: USACE EM 385-1-1, Louisiana Administrative Code (LAC), Title 33, Environmental Quality, Part V, Hazardous Waste and Hazardous Materials, and LAC Title 33, Environmental Quality, Part VII, Solid Waste Regulations, 29 CFR 1910 Occupational Safety and Health Standards, 29 CFR 1910.1200 Hazard Communication 40 CFR 260 Hazardous Waste Management Systems: General, 40 CFR 261 Identification and Listing of Hazardous, Waste, 40 CFR 262 Generators of Hazardous Waste, 40 CFR 263 Transporters of Hazardous Waste, 40 CFR 264 Owners and Operators of Hazardous Waste, Treatment, Storage, and Disposal Facilities, 40 CFR 265 Interim Status Standard for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities, 40 CFR 266 Management of Specific Hazardous Wastes and Specific Types of Hazardous Waste Management Facilities, 40 CFR 268 Land Disposal Restrictions, 40 CFR 279 Standards for the Management of Used Oil, 40 CFR 355 Emergency Planning and Notification, 40CFR 372 Toxic Chemical Release Reporting Community Right To Know, 49 CFR 171-178 Hazardous Materials Requirements.

1.3 MEASUREMENT AND PAYMENT

1.3.1 Environment Protection

No separate measurement or payment will be made for environment protection. Payment for the work covered under this Section shall be distributed throughout the existing bid items.

1.3.2 Hazardous/Regulated Waste

If the Contractor generates hazardous and/or regulated solid wastes through his/her actions, no separate measurement or payment will be made for handling, removal, transportation and disposal of hazardous and/or regulated solid wastes. Payment for the work associated with and the disposal of hazardous/regulated solid waste generated by the Contractor shall be distributed throughout the existing bid items.

If the Contractor uncovers an existing hazardous/regulated waste not Contractor generated, not shown on the drawings, and not specified herein, the Contractor shall notify the Contracting Officer immediately. Payment for handling, removal, transportation and disposal of hazardous and/or regulated solid wastes not Contractor generated, not shown on the drawings, and not specified herein will be made as an equitable adjustment in contract price under the Contract Clause in Section 00700 entitled, "*Changes (FAR 52.243-4)*".

1.4

1.4 QUALITY CONTROL

1.4.1 General

The Contractor shall establish and maintain quality control for environment protection to assure compliance with contract specifications and maintain records of his quality control for all construction operations including but not limited to the following:

- 1) Submit plan of Environment Pollution Control. For Contractor work activities (such as painting, metal finishing, etc.) that will involve bringing hazardous chemicals, hazardous substances or hazardous materials onto the project site, include in the plan a Hazard Communication Program and Safe Storage Plan. For Contractor activities that anticipate generation of hazardous wastes at the project site, include in the plan a waste identification / determination and waste disposal plan. For Contractor on-site activities that pose a risk of an oil or hazardous substance spill, include in the plan a Spill Reporting and Response Plan.
- 2) Procure applicable Federal, State, and Local regulations on pollution control.

- 3) Air Pollution. Checks made on dust, smoke, and noise.
- 4) Water Pollution. Checks made on disposal of water, oil, etc.
- 5) Land Pollution. Checks made on disposal of debris, restoration of temporary construction sites, etc.
- 6) Training Course for Employees.

1.42 Reporting

The original and two (2) copies of these records, as well as the records of corrective action taken, shall be furnished the Government daily. Format of report shall be as prescribed in Section 01451, "CONTRACTOR QUALITY CONTROL".

1.5 NOTIFICATION

The Contracting Officer will notify the Contractor in writing of any non-compliance with the foregoing provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor or his authorized representative at the site of the work, shall be deemed sufficient for the purpose. 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 the subject of a claim for extension of time or for excess cost of damages by the Contractor.

1.6 SUBCONTRACTORS

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

1.7 IMPLEMENTATION

Within ten (10) days after receipt of Notice of Award, or otherwise directed below, the Contractor shall:

- 1) Submit in writing his proposals for implementing environmental pollution control at the project site, disposal of debris, non-hazardous wastes and hazardous wastes generated at the project site as well as storage and management of regulated materials, substances and chemicals brought onto and used at the project site.
- 2) Meet with representatives of the Contracting Officer to develop mutual understanding relative to compliance with this provision and administration of the environmental pollution control program.

3) If applicable, submit a Waste Classification, Handling and Disposal Plan for the handling, removal, transportation and disposal of hazardous and/or regulated solid wastes generated because of the Contractor's operation as specified in paragraph 3.6.

1.7.1 Environmental Assessment of Contract Deviations

The Contractor is advised that deviations from the drawings or specifications (e.g., proposed alternate borrow areas, disposal areas, staging areas, alternate access routes, etc.) could result in the requirement for the Government to reanalyze the project from an environmental standpoint. Deviations from the construction methods and procedures indicated by the plans and specifications, which may have an environmental impact will require an extended review, processing, and approval time by the Government. The Contracting Officer reserves the right to disapprove alternate methods, even if they are more cost effective, if the Contracting Officer determines that the proposed alternate method will have an adverse environmental impact. Any decision to utilize a non-government provided grading area will require a complete environmental (including cultural) assessment with proper documentation and public review as required by National Environmental Policy Act, Clean Water Act, Clean Air Act, National Historic and Preservation Act, Endangered Species Act, Magnuson-Stevens Act, Farmland Protection Policy Act, and various other laws and regulations.”

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 that will appear to be natural and not detract from the appearance of the project. The Contractor shall confine his/her construction activities to areas defined by the plans or specifications, including borrow areas to be cleared. The following additional requirements are intended to supplement and clarify the requirements of the Contract Clauses in Section 00700 entitled, “*Cleaning Up (FAR 52.236-12)*”; “*Protection Of Existing Vegetation, Structures, Equipment, Utilities, And Improvements (FAR 52.236-9)*”; and “*Operations And Storage Areas (FAR 52.236-10)*”.

3.1.2 Prevention of Landscape Defacement

Except in areas to be cleared and as provided in paragraph 3.1.3, the Contractor shall not deface, injure, or destroy trees or shrubs, nor remove or cut them without the approval of the Contracting Officer. Felling of trees shall be performed in such a manner as to avoid damage to trees to be left standing. Where trees may possibly be defaced, bruised, injured, or otherwise damaged by the Contractor's operations or equipment; adequate protection measures shall be implemented. A tree protection zone shall be constructed around all trees that may be affected by construction activities. The tree protection zone shall be established by placing metal posts and temporary construction safety fencing around trees below the trees canopy drip edge. The Contractor shall not store any material, equipment, backfill, drive any machinery, or cause any changes to the existing grade around trees and their respective canopy drip edges. Native material shall not be displaced into uncleared areas. All excess native material shall be removed from the construction site. All monuments and markers shall be protected before beginning operations near them, or properly removed and stored by the Contractor during construction, and repositioned after construction. Landscape features damaged by the Contractor's equipment or operations shall be replaced or restored to their original condition. The Contractor shall secure the services of a licensed arborist to assess any damage to trees that occur as a result of construction activities. The Contractor shall submit to the Contracting Officer, for review and approval, a written report from the licensed arborist on the inflicted damage, as well as a proposed remediation plan of action, or if required the replacement of affected trees. The plan of action shall identify measures such as proper pruning and bark tracing to restore the damaged trees, or tree replacement options. No separate measurement and payment will be made for all work required to implement tree protection zones measures around all trees within the construction limits that are to remain. Payment for tree protection zone measures will be distributed throughout the existing bid items. The Contractor shall include any and all costs for tree protection zone measures in the contract prices for items to which the work is incidental thereto. Should the services of the licensed arborist be required as a result of damages due to the actions of the Contractor, all services, material, labor and equipment to implement the remediation plan and restore and or replace the affected trees shall be accomplished by the Contractor at no additional cost to the Government.

3.1.3 Temporary Excavation and Embankments

If the Contractor proposes to construct temporary roads or embankments and excavation for plant and/or work areas, he shall obtain approval of the Contracting Officer prior to start of such temporary work.

3.1.4 Post-Construction Cleanup or Obliteration

The Contractor shall obliterate all signs of temporary construction facilities such as haul roads, work areas, structures, foundations of temporary structures, and stockpiles of

excess or waste materials upon completion of construction. The Contractor will be required to restore the construction area to near natural conditions that will permit the growth of vegetation.

3.1.5 Recording and Preserving Historical and Archeological Finds

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

3.2 PROTECTION OF WATER RESOURCES

3.2.1 Contamination of Water

The Contractor shall not pollute lakes, ditches, rivers, bayous, canals, groundwater, waterways, or reservoirs with fuels, oils, bitumens, calcium chloride, insecticides, herbicides, or other similar materials harmful to fish, shellfish, or wildlife, or materials which may be a detriment to outdoor recreation.

3.2.2 Disposal of Materials

The methods and locations of disposal of materials, wastes, effluents, trash, garbage, oil, grease, chemicals, etc., within the right-of-way limits shall be such that harmful debris will not enter lakes, ditches, rivers, bayous, canals, groundwater, waterways, or reservoirs by erosion, and thus prevent the use of the area for recreation or present a hazard to wildlife.

3.2.3 Erosion Control

Surface drainage from cuts and fills within the construction limits, whether or not completed, and from borrow and waste disposal areas, shall, if turbidity producing materials are present, be held in suitable sedimentation ponds or shall be graded to control erosion within acceptable limits. Temporary erosion and sediment control measures as needed per best management practice, shall be provided and maintained until permanent drainage and erosion control facilities are completed and operative. The area of bare soil exposed at any one time by construction operations shall not exceed that necessary to perform the work. Stream crossings by fording with equipment shall be limited to control turbidity and in areas of frequent crossings temporary culverts or bridges shall be installed. Any temporary culverts or bridges shall be removed upon completion of the project. Fills and waste area shall be constructed by selective placement to eliminate silts or clays on the surface that will erode and contaminate adjacent streams.

3.3 PROTECTION OF FISH AND WILDLIFE

The Contractor shall at all times perform all work and take such steps required to prevent any interference of disturbance to fish and wildlife. The Contractor will not be permitted to alter water flows or otherwise disturb native habitat adjacent to the project area that are critical to fish or wildlife.

3.4 JANITOR SERVICES

The Contractor shall furnish daily janitorial services for all the offices, shops, laboratories, or other buildings being used by the Contractor or Government employees, whether existing or Contractor furnished, and perform any required maintenance of the facilities and grounds during the life of the Contract. Toilet facilities shall be kept clean and sanitary at all times. Services shall be performed at such a time and in such a manner to least interfere with the operations but will be accomplished only when the buildings are in daily use. Services shall be accomplished to the satisfaction of the Contracting Officer. The Contractor shall also provide daily trash collection and cleanup of the buildings and adjacent outside areas, snow removal as required, and shall dispose of all discarded debris, aggregate samples and concrete test samples in a manner approved by the Contracting Officer.

3.5 DISPOSAL OF NON-REGULATED DEBRIS

All debris resulting from construction operations on this Contract shall be disposed of in accordance with paragraph 02231-3.4.

3.6 DISPOSAL OF HAZARDOUS AND/OR REGULATED SOLID WASTES

If any hazardous or regulated solid wastes will be generated as a result of the Contractor's operations, the Contractor shall submit a plan that details the proper handling, removal, transportation and disposal of such wastes. The plan shall identify what types of hazardous and/or regulated solid wastes will be generated and shall list the hazards involved with each waste. All waste generated on-site by the Contractor must be properly identified within thirty (30) days of generation. No regulated wastes shall be allowed to accumulate on-site for more than ninety (90) days. Regulated solid wastes are those listed in the Louisiana Administrative Code (LAC), Title 33, Environmental Quality, Part VII, Solid Waste Regulations (Feb 93). The plan shall include Material Safety Data Sheets (MSDS), if applicable, for all wastes expected to be generated. The plan shall include, but not be limited to the following:

- 1) Hazardous waste shall be placed in closed containers and shall be shielded adequately to prevent dispersion of the waste by wind or water. Any evidence of improper storage shall be cause for immediate shutdown of the project until corrective action is taken.

- 2) Nonhazardous waste shall be stored in containers separate from hazardous waste storage areas.
- 3) All hazardous waste shall be transported by a licensed transporter in accordance with Louisiana Administrative Code (LAC), Title 33, Environmental Quality, Part V, Hazardous Waste and Hazardous Materials and 49 CFR 171, Subchapter C.
- 4) All nonhazardous waste shall be transported in accordance with local regulations regarding waste transportation.
- 5) In addition to the number of manifest copies required by LAC Title 33, one (1) copy of each manifest will be supplied to the Contracting Officer prior to transportation
- 6) The plan shall identify what types of hazardous and/or regulated solid wastes will be generated and shall list the hazards involved with each waste.

3.6.1 Hazardous Wastes

For the handling, removal, transportation and disposal of any generated hazardous wastes, the plan shall conform to the requirements of 40 CFR 260-268 and 40 CFR 171-178 as well as other applicable Federal, State and Local regulations. All employees of the Contractor or his Subcontractors that will be directly involved in the handling and/or removal of hazardous wastes shall be trained in accordance with 29 CFR 1910.120. In addition, the employees shall have undergone a medical evaluation in accordance with 29 CFR 1910.120. The Contractor shall include copies of employees' certifications and medical examinations as part of the plan specified herein. The plan shall also address the proper Personnel Protective Equipment (PPE) that the employees will be required to wear during the handling and removal of hazardous wastes. The Contractor shall obtain an EPA ID# and Hazardous Waste Disposal Manifests and shall sign the manifests as the generator. Wastes shall be transported via state and Federal approved hazardous waste transporter guidelines and treated, stored or disposed of at a RCRA permitted treatment, storage and disposal (TSD) facility. Copies of licenses and certifications of the transporter and TSD shall be included in the plan. The plan shall list the name and address of each transporter and TSD to be utilized. The Contractor shall be responsible for any sampling and analysis required by the TSD for characterization purposes. The Contractor shall submit to the Contracting Officer completed copies of all Hazardous Waste Disposal Manifests within five (5) days after ultimate disposal at the TSD. Other regulations applicable to the handling, removal, transportation and disposal of hazardous wastes are: 40 CFR 261 "Identification and Listing of Hazardous Wastes"; 40 CFR 262 "Standards Applicable to Generators of Hazardous Wastes"; 40 CFR 268 "Land Disposal Restrictions"; and, Louisiana Administrative Code (LAC), Title 33, Environmental Quality, Part V., Hazardous Waste and Hazardous Materials (December 31, 1993).

3.6.2 Regulated Solid Wastes

For the handling, removal, transportation and disposal of any generated regulated solid wastes, the plan shall conform to the requirements of Louisiana Administrative Code (LAC), Title 33, Environmental Quality, Part VII., Solid Waste Regulation (February 1993). Solid wastes shall be transported to a Federal and state approved TSD, oil recycler or Industrial Type I Landfill permitted to receive any contaminants that may be found in the Harvey Canal sediments. The Contractor shall identify in the plan how he/she intends to dispose of each solid waste. The plan shall include the name, address, licenses and certifications of each disposal facility that will be used. If disposal manifests are required, the Contractor shall sign them as the generator. The Contractor shall be responsible for any sampling and analyses that may be required by the disposal facility(ies) for characterization purposes. Licenses and certifications of the transporter and disposal facilities shall be included in the plan. The Contractor shall submit to the Contracting Officer a completed copy of any waste disposal manifests within five (5) days after ultimate disposal.

3.6.3 Laboratory Accreditation

All laboratory testing for waste determinations shall be performed by a laboratory which has Accreditation-Applied status with the Louisiana Department of Environmental Quality (LDEQ) laboratory certification program. The name and address of the laboratory shall be included in the Waste Classification, Handling, and Disposal Plan."

3.7 MAINTENANCE OF POLLUTION CONTROL FACILITIES

During the life of this Contract the Contractor shall maintain all facilities constructed for pollution 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. Early in the construction period the Contractor shall conduct a training course that will emphasize all phases of environmental protection.

3.8 REPORTING OF POLLUTION SPILLS

In the event that an oil spill or chemical release occurs during the performance of this Contract, the Contractor is required to contact the National Response Center, telephone number 1-800-424-8802 as soon as possible, or if telephone communication is not possible, the nearest U.S. Coast Guard office may be contacted by radio to report the spill, (33 CFR 153.203). The Contractor shall comply with any instructions from the responding agency concerning containment and/or cleanup of the spill.

