

**State Project Nos. 005-10-0037, 006-01-0021, 006-02-0064,
006-25-0001, 006-30-0041, 063-03-0051 and 063-04-0035 (Const.)
State Project No. 700-18-0014 (Engr.)**

**Huey P. Long Bridge Widening
Eastbank & Westbank Approaches and Main Bridge Deck Widening
Route US 90**

Jefferson Parish

18 MARCH 2008

On 23 January 2008, responses were posted for 51 questions received between 1 November 2007 and 23 January 2008.

Additional questions were submitted to LTM between 24 January 2008 and 22 February 2008 and the answers were posted except for the hazardous waste and insurance questions. On 22 February 2008 an answer to question 52 was posted.

On 11 March 2008 the response to question 52 regarding hazardous waste and insurance was revised as indicated below. A clarification is being provided as follows:

52. *Our question #1, on the October 31 round of questions, dealt with hazardous waste generator status, in which the response to that question was that LADOTD is the "Generator" (attached are the questions and answers for your convenience). However, upon review of the bid proposal and specifications we did not notice any revisions stating such.*

Accordingly, we request that the Contract reflect that the contractor does not assume this risk. We ask for your confirmation that the following clause (or mutually acceptable clause) be included in the Contract.

"With respect to liability, damages, claims and costs thereof relating to or arising out of contamination, special or non-special wastes, hazardous wastes or pollution in connection with the Bridge materials, lead paint, excavation, stockpiling, handling transporting and disposing of such waste as called for by this contract:

- (a) It is understood that the contractor's services involving such substances are uninsurable and for the LADOTD's benefit. Contractor shall not be obligated for further cleanup, removal or remedial action after completing such work.*
- (b) It is acknowledged that, as between the Contractor and the LADOTD, the LADOTD is considered and designated the generator under this Contract, any necessary generator identification numbers will be obtained in the LADOTD's name, and the LADOTD will sign the necessary generator manifests.*
- (c) LADOTD is responsible for the designation of the disposal site selected for the job."*

Revised Answer:

The LADOTD will assume the role of "Generator" of the wasted materials generated due to the removal of lead paint from the existing structure. The contractor shall share responsibility for properly controlling lead paint containing waste and shall comply with all environmental laws, including requirements regarding the handling, generation, treatment, storage, transportation, and disposal of all hazardous or contaminated substances, including lead paint containing waste. The contractor shall submit to the New Orleans Public Belt Railroad (NOPBRR) copies of all manifests for transporting any lead paint containing waste removed from the existing bridge structure as a result of

any work performed. The contractor shall also submit to the NOPBRR copies of the required certificates of recycling for the lead paint containing wastes. An Addendum will be issued immediately amending the Special Provisions, which reflects the LADOTD's standard procedures under current State law.

Clarification:

Addendums 6 and 7, in part, dealt with the hazardous waste issues raised in Question #52. DOTD acknowledges their role as the Generator of the waste. The DOTD Generator number will be used on manifest and the manifest will be signed by a DOTD representative.