

SECTION 01 57 19
TEMPORARY ENVIRONMENTAL CONTROLS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This section specifies the control of environmental pollution and damage that the Contractor must consider for air, water, and land resources. It includes management of visual aesthetics, noise, solid waste, radiant energy, and radioactive materials, as well as other pollutants and resources encountered or generated by the Contractor. The Contractor is obligated to consider specified control measures with the costs included within the various contract items of work.
- B. Environmental pollution and damage is defined as the presence of chemical, physical, or biological elements or agents which:
 - 1. Adversely effect human health or welfare,
 - 2. Unfavorably alter ecological balances of importance to human life,
 - 3. Effect other species of importance to humankind, or;
 - 4. Degrade the utility of the environment for aesthetic, cultural, and historical purposes.
- C. Definitions of Pollutants:
 - 1. Chemical Waste: Petroleum products, bituminous materials, salts, acids, alkalis, herbicides, pesticides, organic chemicals, and inorganic wastes.
 - 2. Debris: Combustible and noncombustible wastes, such as leaves, tree trimmings, ashes, and waste materials resulting from construction or maintenance and repair work.
 - 3. Sediment: Soil and other debris that has been eroded and transported by runoff water.
 - 4. Solid Waste: Rubbish, debris, garbage, and other discarded solid materials resulting from industrial, commercial, and agricultural operations and from community activities.
 - 5. Surface Discharge: The term "Surface Discharge" implies that the water is discharged with possible sheeting action and subsequent soil erosion may occur. Waters that are surface discharged may terminate in drainage ditches, storm sewers, creeks, and/or "water of the United States" and would require a permit to discharge water from the governing agency.
 - 6. Rubbish: Combustible and noncombustible wastes such as paper, boxes, glass and crockery, metal and lumber scrap, tin cans, and bones.

7. Sanitary Wastes:

- a. Sewage: Domestic sanitary sewage and human and animal waste.
- b. Garbage: Refuse and scraps resulting from preparation, cooking, dispensing, and consumption of food.

1.2 QUALITY CONTROL

- A. Establish and maintain quality control for the environmental protection of all items set forth herein.
- B. Record on daily reports any problems in complying with laws, regulations, and ordinances. Note any corrective action taken.

1.3 REFERENCES

- A. 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.
- B. U.S. National Archives and Records Administration (NARA):
33 CFR 328.....Definitions

1.4 SUBMITTALS

- A. In accordance with Section, 01 33 23, SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES, furnish the following:
 - 1. Environmental Protection Plan: After the contract is awarded and prior to the commencement of the work, the Contractor shall meet with the Resident Engineer to discuss the proposed Environmental Protection Plan and to develop mutual understanding relative to details of environmental protection. Not more than 20 days after the meeting, the Contractor shall prepare and submit to the Resident Engineer and the Contracting Officer for approval, a written and/or graphic Environmental Protection Plan including, but not limited to, the following:
 - a. Name(s) of person(s) within the Contractor's organization who is (are) responsible for ensuring adherence to the Environmental Protection Plan.
 - b. Name(s) and qualifications of person(s) responsible for manifesting hazardous waste to be removed from the site.
 - c. Name(s) and qualifications of person(s) responsible for training the Contractor's environmental protection personnel.
 - d. Description of the Contractor's environmental protection personnel training program.
 - e. A list of Federal, State, and local laws, regulations, and permits concerning environmental protection, pollution control, noise control and abatement that are applicable to the Contractor's proposed operations and the requirements imposed by those laws, regulations, and permits.

- f. Methods for protection of features to be preserved within authorized work areas including trees, shrubs, vines, grasses, ground cover, landscape features, air and water quality, fish and wildlife, soil, historical, and archeological and cultural resources.
 - g. Procedures to provide the environmental protection that comply with the applicable laws and regulations. Describe the procedures to correct pollution of the environment due to accident, natural causes, or failure to follow the procedures as described in the Environmental Protection Plan.
 - h. Permits, licenses, and the location of the solid waste disposal area.
 - i. Environmental Monitoring Plans for the job site including land, water, air, and noise.
 - j. 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. This plan may be incorporated within the Erosion Control Plan.
- B. Approval of the Contractor's Environmental Protection Plan will not relieve the Contractor of responsibility for adequate and continued control of pollutants and other environmental protection measures.

1.5 PROTECTION OF ENVIRONMENTAL RESOURCES

- A. Protect environmental resources within the project boundaries and those affected outside the limits of permanent work during the entire period of this contract. Confine activities to areas defined by the specifications and drawings.
- B. Protection of Land Resources: Prior to construction, identify all land resources to be preserved within the work area. Do not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, top soil, and land forms without permission from the Resident Engineer. Do not fasten or attach ropes, cables, or guys to trees for anchorage unless specifically authorized, or where special emergency use is permitted.
 - 1. Work Area Limits: Prior to any construction, mark the areas that require work to be performed under this contract. Mark or fence isolated areas within the general work area that are to be saved and protected. Protect monuments, works of art, and markers before construction operations begin. Convey to all personnel the purpose of marking and protecting all necessary objects.
 - 2. Protection of Landscape: Protect trees, shrubs, vines, grasses, land forms, and other landscape features shown on the drawings to be

- preserved by marking, fencing, or using any other approved techniques.
- a. Box and protect from damage existing trees and shrubs to remain on the construction site.
 - b. Immediately repair all damage to existing trees and shrubs by trimming, cleaning, and painting with antiseptic tree paint.
 - c. Do not store building materials or perform construction activities closer to existing trees or shrubs than the farthest extension of their limbs.
3. Handle and dispose of solid wastes in such a manner that will prevent contamination of the environment. Place solid wastes (excluding clearing debris) in containers that are emptied on a regular schedule. Transport all solid waste off Government property and dispose of waste in compliance with Federal, State, and local requirements.
 4. Store chemical waste away from the work areas in corrosion resistant containers and dispose of waste in accordance with Federal, State, and local regulations.
 5. Handle discarded materials other than those included in the solid waste category as directed by the Resident Engineer.
- C. Protection of Water Resources: Keep construction activities under surveillance, management, and control to avoid pollution of surface and ground waters and sewer systems. Implement management techniques to control water pollution by the listed construction activities that are included in this contract.
1. Washing and Curing Water: Do not allow wastewater directly derived from construction activities to enter water areas. Collect and place wastewater in retention ponds allowing the suspended material to settle, the pollutants to separate, or the water to evaporate.
- D. Protection of Air Resources: Keep construction activities under surveillance, management, and control to minimize pollution of air resources. Burning is not permitted on the job site. Keep activities, equipment, processes, and work operated or performed, in strict accordance with the State of New York and Federal emission and performance laws and standards. Maintain ambient air quality standards set by the Environmental Protection Agency, for those construction operations and activities specified.
1. Particulates: Control dust particles, aerosols, and gaseous by-products from all construction activities, processing, and preparation of materials (such as from asphaltic batch plants) at all times, including weekends, holidays, and hours when work is not in

- progress. 3. Hydrocarbons and Carbon Monoxide: Control monoxide emissions from equipment to Federal and State allowable limits.
4. Odors: Control odors of construction activities and prevent obnoxious odors from occurring.
- E. Reduction of Noise: Minimize noise using every action possible. Perform noise-producing work in less sensitive hours of the day or week as directed by the Resident Engineer. Maintain noise-produced work at or below the decibel levels and within the time periods specified.
1. Perform construction activities involving repetitive, high-level impact noise only between 8:00a.m. and 6:00p.m unless otherwise permitted by local ordinance or the Resident Engineer. Repetitive impact noise on the property shall not exceed the following dB limitations:
- | Time Duration of Impact Noise | Sound Level in dB |
|-------------------------------------|-------------------|
| More than 12 minutes in any hour | 70 |
| Less than 30 seconds of any hour | 85 |
| Less than three minutes of any hour | 80 |
| Less than 12 minutes of any hour | 75 |
- F. Restoration of Damaged Property: If any direct or indirect damage is done to public or private property resulting from any act, omission, neglect, or misconduct, the Contractor shall restore the damaged property to a condition equal to that existing before the damage at no additional cost to the Government. Repair, rebuild, or restore property as directed or make good such damage in an acceptable manner.
- G. Final Clean-up: On completion of project and after removal of all debris, rubbish, and temporary construction, Contractor shall leave the construction area in a clean condition satisfactory to the Resident Engineer. Cleaning shall include off the station disposal of all items and materials not required to be salvaged, as well as all debris and rubbish resulting from demolition and new work operations.

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