Estimated Total Annual Burden Hours: 2,240.

In compliance with the requirements of section 3506(c)(2)(A) of the Paperwork Reduction Act of 1995, the Administration for Children and Families is soliciting public comment on the specific aspects of the information collection described above. Copies of the proposed collection of information can be obtained and comments may be forwarded by writing to the Administration for Children and Families, Office of Administration, Office of Information Services, 370 L'Enfant Promenade, SW., Washington, DC 20447, Attn: ACF Reports Clearance Officer. E-mail address: *infocollection@acf.hhs.gov*. All requests should be identified by the title of the information collection.

The Department specifically requests comments on: (a) Whether the proposed collection of information is necessary for the proper performance of the functions of the agency, including whether the information shall have practical utility; (b) the accuracy of the agency's estimate of the burden of the proposed collection of information; (c) the quality, utility, and clarity of the information to be collected; and (d) ways to minimize the burden of the collection of information on respondents, including through the use of automated collection techniques or other forms of information technology. Consideration will be given to comments and suggestions submitted within 60 days of this publication.

Dated: February 16, 2006.

Robert Sargis,

Reports Clearance Officer.

[FR Doc. 06–1701 Filed 2–23–06; 8:45 am]

BILLING CODE 4184–01–M

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Administration for Children and Families

Submission for OMB Review; Comment Request

Title: Sanction Policies Task Order.

OMB No.: New Collection.

Description: This study is designed to determine how local welfare offices implement sanction policies in the Temporary Assistance for Needy Families program. This study will survey local welfare staff to gather in-depth qualitative information on how workers interpret the policies and apply them in specific instances. The results of this study should give the Administration for Children and Families (ACF) a better understanding of possible outcomes of various sanction policies, which in turn will help ACF design a research program to study the effect of sanctions.

Respondents: A maximum of 324 welfare staff in local welfare offices.

ANNUAL BURDEN ESTIMATES

Instrument	Number of respondents	Number of responses per respondent	Average burden hours per response	Total burden hours
In-person Survey and Telephone Interviews	324	1	.85	275

Estimated Total Annual Burden Hours: 275.

Additional Information: Copies of the proposed collection may be obtained by writing to the Administration for Children and Families, Office of Administration, Office of Information Services, 370 L'Enfant Promenade, SW., Washington, DC 20447, Attn: ACF Reports Clearance Officer. All requests should be identified by the title of the information collection. E-mail address: *infocollection@acf.hhs.gov.*

OMB Comment: OMB is required to make a decision concerning the collection of information between 30 and 60 days after publication of this document in the **Federal Register**. Therefore, a comment is best assured of having its full effect if OMB receives it within 30 days of publication. Written comments and recommendations for the proposed information collection should be sent directly to the following: Office of Management and Budget, Paperwork Reduction Project, Attn: Desk Officer for ACF, E-mail address: *Baguilare@omb.eop.gov.*

Dated: February 16, 2006.

Robert Sargis,

Reports Clearance Officer.

[FR Doc. 06–1702 Filed 2–23–06; 8:45 am]

BILLING CODE 4184–01–M

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Food and Drug Administration

[FDA 225–05–3001]

Memorandum of Understanding Between the United States Food and Drug Administration and the United States General Services Administration

AGENCY: Food and Drug Administration, HHS.

ACTION: Notice.

SUMMARY: The Food and Drug Administration (FDA) is providing notice of a memorandum of understanding (MOU) between the U.S. Food and Drug Administration and the U.S. General Services Administration (GSA) (collectively the Parties or individually a Party). The purpose of this MOU is to set forth an agreement between GSA and FDA regarding the roles, responsibilities, and financial commitments of each Party relating to FDA's agreement to coordinate, with GSA and its contractors, removal of a mercury-contaminated laboratory waste plumbing system; and GSA's agreement to coordinate, with FDA and its contractors, its scheduled hazmat removal and demolition work at Federal Office Building 8. It is the Parties' mutual desire to accomplish both actions in such a manner that controls and reduces the overall cost to the taxpayer.

DATES: The agreement became effective January 9, 2006.

FOR FURTHER INFORMATION CONTACT:

For FDA: Kathleen Heuer, Office of the Commissioner (HF–20), Food and Drug Administration, 5600 Fishers Lane, rm. 14–57, Rockville, MD 20857, 301–255–6762.

For GSA: William Guerin, U.S. General Services Administration, 301 Seventh St. SW., rm. 70-80, Washington, DC 20407, 202–708–5891.

SUPPLEMENTARY INFORMATION: In accordance with 21 CFR 20.108(c), which states that all written agreements and MOUs between FDA and others shall be published in the **Federal Register**, the agency is publishing notice of this MOU.

Dated: February 15, 2006.

Jeffrey Shuren,

Assistant Commissioner for Policy.

#225-05-3001

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

U.S. GENERAL SERVICES ADMINISTRATION

AND THE

U.S. FOOD AND DRUG ADMINISTRATION

I. Purpose and Authority

In accordance with 40 USC § 592 and 41 CFR § 102-71.20, the purpose of this Memorandum of Understanding ("MOU") is to set forth an agreement between the General Services Administration ("GSA") and the Food and Drug Administration ("FDA") (collectively "the Parties," or individually as a "Party") regarding the roles, responsibilities, and financial commitments of each Party relating to (i) FDA's agreement to coordinate, with GSA and its contractors, removal of the mercury-contaminated laboratory waste plumbing system, and to (ii) GSA's agreement to coordinate, with FDA and its contractors, its scheduled hazmat removal and demolition work at Federal Office Building 8 ("FOB 8" or the "Building"). It is the Parties' mutual desire to accomplish both actions in such a manner that controls and reduces the overall cost to the taxpayer.

II. Recitals

WHEREAS, GSA maintains administrative accountability of the Building and intends to rehabilitate and renovate the Building in order to return the Building to the inventory of functional Federal buildings within the National Capital Region;

WHEREAS, a Phase I Environmental Site Assessment (ESA) was conducted by Environmental Consultant and Contractors, Incorporated (ECC), which issued a final report, dated March 3, 1999, identifying suspected areas of contamination resulting from FDA operations in the Building including but not limited to mercury contamination;

WHEREAS, mercury contamination is primarily found in the laboratory waste plumbing system, the majority of which is constructed of glass;

WHEREAS, FDA acknowledges that it is solely responsible for the abatement of the mercury contamination in the wastewater plumbing and central vacuum systems;

WHEREAS, the Parties have agreed to manage the effort to return this Building to the inventory of functional Federal buildings in the most effective, safe, and professional manner and have agreed to work together to promote the goals and objectives outlined in this MOU;

WHEREAS, pursuant to the terms and conditions of the MOU, GSA and FDA shall jointly coordinate the work of FDA's decommissioning contractor and GSA's contractor's hazmat removal and demolition work within the Building;

Now, **THEREFORE**, in consideration of the promises herein, and the provisions and conditions below, the Parties further agree to the following:

III. FDA Commitments

1. FDA shall contract with a private sector contractor to decommission the laboratory wastewater plumbing and central vacuum systems at FOB 8.

2. Subject to the provisions of this MOU, FDA acknowledges that it is solely responsible for the successful and complete cleanup and remediation of the mercury-contaminated laboratory wastewater plumbing and central vacuum systems and any other mercury contaminants at FOB 8 caused by FDA operations.

3. To the extent that FDA's contractor's work on the site is concurrent with the work of other contractors on the site, FDA's contractor shall use its best efforts to coordinate its work on the site with the work of other contractors on the site and to advise GSA in writing in a timely manner of coordination issues related to the performance of other contractors on the site and any delay arising therefrom. FDA shall incorporate a clause enumerating the contents of this clause (III.3.) in its contracts with all applicable contractors.

IV. GSA Commitments

1. GSA agrees to provide reasonable parking at FOB 8 for the contractor's personnel and FDA project management personnel at no charge to the contractors or to FDA for the duration of FDA's involvement in the project or to fulfill obligations set forth under this MOU.

2. GSA agrees to provide utilities as required for FDA's contractor to perform its contractual obligations.

V. Mutual Commitments

1. The GSA project managers and FDA project managers shall coordinate with one another to ensure appropriate coordination between their respective contractors, including contractor and sub-contractor access to the laboratory space and other required spaces within the Building. The Parties' project managers shall meet on a regular basis to monitor progress, identify critical issues and develop strategies and objectives that will ensure the successful completion of the removal of the mercury in the laboratory wastewater plumbing and central vacuum systems and the hazmat removal and demolition work at the Building.

2. FDA and GSA have developed a mutually agreeable Demolition/Abatement and Decommissioning Coordination Specification (**Exhibit A**). This Specification shall be included as part of each Party's contract with its respective contractors and sub-contractors.

3. If Building conditions or unexpected issues arise that are out of control of either contractor or either Party, the Parties and the then-relevant contractors shall negotiate in good faith to determine responsibility for additional project costs. These conditions and unexpected issues are those that are not included in the Master Project Schedule.

4. Both Parties shall use best efforts to work together to resolve any coordination and/or scheduling issues in a timely manner.

VI. Miscellaneous

1. The Parties shall cooperate with each other in any reasonable way necessary to ensure that the provisions of this MOU are carried out in an expeditious and timely manner.

2. This MOU represents the final agreement of the Parties and may not be modified or amended except by separate written mutual agreement signed by the Parties. The provisions of this MOU shall be reviewed periodically and amended or supplemented by the written agreement of both Parties, with such agreement not to be unreasonably withheld.

3. Each Party shall be responsible for all claims, damages, penalties, losses, liabilities and costs arising out of or related to its acts or omissions, pursuant to activities and responsibilities as specified in this MOU. Such responsibility includes the obligation, to the extent allowed by law, to comply with any and all administrative orders, compliance

orders or other binding directives, civil penalties, fines, citations or other expenses associated with any governmental action or citizen environmental enforcement action pertaining to acts or omissions of the party pursuant to its enumerated responsibilities under this MOU.

4. This MOU shall become effective upon execution by both parties and shall remain in effect until mutual, written cancellation by the parties.

5. The signatories to this MOU certify that each signatory and each Party has full legal authority to enter into this MOU binding their respective organizations to the obligations set forth in this MOU.

6. Each Party shall be responsible for accepting, processing, adjudicating and defending all administrative claims and litigation asserted under the Federal Tort Claims Act ("FTCA"), 28 U.S.C. §§ 1346(b), 2671-2680, that arise related to its activities on the Property as specified in this MOU. Each Party shall cooperate in providing information to the other party relating to any such tort claims. Any liability on the part of the Parties shall be determined in accordance with the FTCA and the respective party's FTCA implementing regulations and guidance.

7. The Parties agree that no funds are being exchanged under this MOU. However, to the extent that any language in this MOU could be interpreted as the Parties obligating funds, any obligation of funds must be in accordance with each Party's approved and subject to each Party's availability of appropriations.

8. The Parties agree to cooperate with each other in providing information to respond to internal or external audits. The Parties also agree to coordinate and cooperate with each other in responding to requests under the Freedom of Information Act and other requests for information related to this project. The Parties each recognize that it may be more appropriate for the other agency to answer certain inquiries. In all circumstances, communications, including responses to congressional stakeholders, local government authorities and the news media shall be coordinated to the greatest degree possible between the Parties.

9. If any provision of this MOU is determined to be invalid or unenforceable, the remaining provisions shall remain in force to the fullest extent permitted by law and regulation.

APPROVED:

For the Food and Drug Administration:

By: _____ Date: 1/9/06

Kathleen Heuer
Associate Commissioner
for Management
Food and Drug Administration
Department of Health and Human Services

For the General Services Administration:

By: _____ Date: 11-18-05

Linda D. Garvin
Assistant Regional Administrator
Public Buildings Service
Nation Capital Region
U.S. General Services Administration

EXHIBIT A – DEMOLITION/ABATEMENT AND DECOMMISSIONING COORDINATION SPECIFICATION

FEDERAL OFFICE BUILDING NUMBER 8 DEMOLITION, ABATEMENT AND DECOMMISSIONING COORDINATION SPECIFICATION

PART 1 – GENERAL

1.1 DESCRIPTION OF WORK

A. The Food and Drug Administration (FDA) has informed the General Services Administration (GSA) that, during its decommissioning of the laboratories in Federal Office Building 8 (FOB 8), it has found that mercury contamination potentially exists in the laboratory-related wastewater plumbing and in the central vacuum systems, which are primarily located above the suspended ceiling tile in the laboratory areas (as well as in interconnected wastewater conveyances areas), and behind laboratory casework. FDA has requested from GSA that it be allowed to remove this mercury contamination (mercury-containing biomass, mercuric compounds, and elemental mercury) during the time that GSA is conducting the asbestos abatement and demolition work. GSA has chosen to cooperate with FDA and has agreed to facilitate the coordination needed between the GSA and FDA contractors to accomplish these activities. The actual responsibility for on-site coordination will rest with the GSA and FDA contractors. GSA responsibility is limited to coordinating the FDA Contractor's decommissioning activities with the GSA Contractor's work. The two contractors are obligated to comply with this Coordination Specification and to use good faith and best efforts to cooperate with each other, and to ensure that each does not interfere with the other. This Coordination Specification provides guidelines on how to sequence the work of GSA's and FDA's Contractors and on how to identify the decontamination protocols that must be adhered to.

B. The GSA Contractor will provide various construction services related to the renovation of FOB 8 including the abatement and demolition of selected structures as specified in its Statement of Work. This Coordination Specification is included in the GSA Contract as part of said contract's Statement of Work. The purpose of this Coordination Specification is to facilitate the integration of the work performed by FDA's Contractor with work performed by GSA's Contractor so that hazardous materials within the building are mitigated in a safe, expeditious, efficient and cost-effective manner.

C. The FDA Contractor will provide various laboratory decommissioning services in FOB 8 including the removal or decontamination of laboratory wastewater piping and the central vacuum system contaminated with mercury (mercury-containing biomass, mercuric compounds, and elemental mercury) as specified in the FDA Contract and its Statement of Work. This Coordination Specification supplements the FDA Contract and its Statement of Work. The purpose of this Specification is to facilitate the integration of the work performed by FDA's

Contractor with work performed by GSA's Contractor so that hazardous materials within the building are mitigated in a safe, expeditious, efficient and cost-effective manner.

D. Coordinated Activities: It is assumed that demolition activities including the abatement of asbestos containing materials (ACM) and the decommissioning of laboratory-related wastewater piping that may contain mercury will proceed in a sequential manner on a floor-by-floor or area-by-area basis. At a minimum, the following activities require coordination between the GSA and FDA Contractors:

1. The GSA and FDA Contractors will jointly establish a Total Project Construction Schedule (the "Schedule") in a floor-by-floor or in an area-by-area basis that sequences with durations all of the activities associated with the demolition/abatement/by-pass/and coordination efforts covered by the Scopes of Work contracted by the Government with both the GSA Contractor and the FDA Contractor.
2. The GSA Contractor will selectively demolish and abate ACM in a controlled manner to remove obstacles (i.e., initial demolition) and provide access to laboratory-related wastewater and the central vacuum system piping for the FDA Contractor, so that its mercury cleanup work can be reasonably completed.
3. Following the controlled demolition and abatement of a particular floor or isolated area, the GSA Contractor will vacate the area and grant clearance to the FDA Contractor for subsequent decommissioning of laboratory-related wastewater and central vacuum system piping.
4. The FDA Contractor will test laboratory-related wastewater and central vacuum system piping and decommission contaminated piping accordingly. Each individual section of pipe (e.g., elbow, tee, straight pipe) which is verified by the FDA Contractor to be mercury-free and <u>not</u> removed by the FDA Contractor will be clearly and appropriately marked for subsequent demolition by the GSA Contractor. The FDA Contractor will assume risk for inaccurate test results.
5. Following chemical decommissioning based on visual inspection and analytical reports of the laboratory-related piping, the FDA Contractor will vacate the designated area or floor and grant reasonable clearance to the GSA Contractor for completion of demolition activities as per the Schedule.
6. The GSA Contractor will perform demolition and abatement activities only in specific areas or floors that have been cleared by the FDA Contractor of mercury contaminated laboratory-related wastewater and central vacuum system piping.
7. The GSA Contractor will identify, allocate, coordinate, and provide reasonable notice to the FDA Contractor for the use of facility resources needed to support operations in the building. At a minimum, the following resources will require coordination between the Contractors:
   - *i.* utilities requirements (electrical power, water, lighting)
   - *ii.* elevators usage
   - *iii.* equipment storage space location
   - *iv.* waste storage equipment and space location
   - *v.* personnel support facilities (parking, restrooms, rest/eating areas)

vi. decontamination facilities (personnel, equipment, materials)
If the Government provides a facility or utility, it will not be charged to either contractor, e.g., parking, electricity.

8. The GSA Contractor will immediately notify the FDA Contractor in the event that laboratory-related wastewater piping is known or suspected to be damaged during demolition and abatement activities or if suspected elemental mercury is discovered during demolition activities. Upon notification by the GSA Contractor, the FDA Contractor will initiate and complete in a timely manner incident response procedures as referenced in this Specification to mitigate potential mercury contamination.

1.2 SCOPE OF SERVICES REQUIRING COORDINATION

A. General

1. GSA Contractor:

i. The GSA Contractor will provide specified services including the demolition of designated internal and external structures at FOB 8 and the removal (abatement) of structural hazardous components such as asbestos containing materials (ACM). The GSA Contractor will not disturb or damage laboratory-related wastewater and central vacuum system piping (e.g., glass, PVC, cast iron, copper) unless the piping has been identified to be mercury-free by the FDA Contractor. The GSA Contractor will initially demolish, abate, and remove structures and debris (e.g., interior walls, partitions, suspended ceiling, laboratory furniture and casework, light fixtures, utility lines, HVAC ductwork) to provide the FDA Contractor unobstructed access to laboratory-related wastewater and central vacuum system piping for the FDA Contractor's handling of those areas. At a minimum, the GSA Contractor will remove all obstacles and debris including friable ACM between the floor and the structural deck. The floor beneath laboratory-related wastewater and central vacuum system piping and aisles to elevators and stairways will be free of debris or other obstacles so that the decommissioning of the laboratory wastewater and central vacuum system piping can proceed uninhibited.

ii. Following its initial demolition and abatement, of the aforementioned areas specified in section A.1.i, the GSA Contractor will prepare and submit a written clearance notice to the FDA Contractor verifying that the specific area surrounding laboratory-related wastewater and central vacuum system piping or an entire floor is clear of obstacles, ACM, materials coated with lead-based paint (LBP), and electrical devices (i.e., fluorescent light ballasts) containing polychlorinated biphenyls (PCBs), so that decommissioning of the laboratory wastewater and central vacuum systems by the FDA Contractor can proceed . Any ACM, LBP, or PCBs remaining in an area following initial demolition and abatement activities, will be clearly documented and marked by the GSA Contractor so that the materials are not disturbed and do not pose a risk to the FDA Contractor. If the FDA Contractor believes these materials do pose a risk, the GSA Contractor must be notified immediately in writing and both

contractors will reach mutual agreement in a timely manner on the removal of those materials without any costs to the Government.

iii. The GSA Contractor will maintain temporary utilities, services, and access (e.g., lighting, water, elevator) per the Schedule in areas which have undergone initial demolition and abatement to allow the FDA Contractor to proceed with the decommissioning of laboratory-related wastewater and central vacuum system piping.

iv. In the event that the GSA Contractor knows or suspects that laboratory-related wastewater piping has been damaged or discovers droplets or pools of elemental mercury in depressions, cracks, or crevasses such as beneath laboratory casework or wall partitions, the GSA Contractor will notify the FDA Contractor in writing and immediately vacate the area until the mercury has either been removed or identified as not to pose a hazard as per the procedures outlined in paragraph C.1 below.

v. Following the GSA Contractor's written clearance notification of initial demolition and abatement and in the event that the FDA Contractor discovers other structures impeding reasonable access to laboratory-related wastewater piping and notifies the GSA Contractor accordingly, the GSA Contractor will respond within one hour and remove the subject structures in a timely manner so that the FDA Contractor has reasonable access.

vi. The GSA Contractor at its expense will provide awareness training to all FDA Contractor onsite personnel at the start of the project for ACM, LBP debris, PCB containing devices or other demolition debris. This awareness training program will be developed and administered by a qualified professional.

2. FDA Contractor:

i. The FDA Contractor will provide specified services including the testing, decontamination, removal, and disposal of laboratory-related wastewater and impacted central vacuum system piping. The FDA Contractor will not begin its work on any given area or floor until the GSA Contractor has completed initial demolition and abatement activities and the GSA Contractor has submitted appropriate written clearance documentation for the specific area or floor.

ii. The FDA Contractor at its expense will provide mercury awareness training to all GSA Contractor onsite personnel at the start of the project. The mercury awareness training program will be developed and administered by a qualified professional.

iii. The FDA Contractor will not disturb any structures, ACM, LBP debris, PCB containing devices, or other demolition debris which are in the immediate proximity of laboratory-related wastewater piping to be tested, decontaminated, or removed. In the event that structures, ACM, LBP debris, PCB containing devices, or other demolition debris, impede reasonable access to laboratory-related wastewater or central vacuum system piping, the FDA Contractor will notify the GSA Contractor in writing and vacate the area until the area is cleared of obstacles.

B. Work Area

1. GSA Contractor: GSA Contractor will provide demolition, abatement, and other services throughout the entire building including the sub-basement, basement, floors 1 through 6, and the penthouse. The work and supporting activities will involve operations both inside and outside the building.
2. FDA Contractor: FDA Contractor will decommission laboratory-related wastewater and central vacuum system piping contaminated with mercury (mercury-containing biomass, mercuric compounds, elemental mercury) throughout the building. In general, wastewater piping requiring chemical decommissioning will be located in the portions of floors 1 through 6 formerly used as laboratories, and in sections of the basement where laboratory wastewater piping converges and discharges to the municipal sewer. (Note: vent piping will not be removed.) The following provides an estimate of the quantity of laboratory-related piping that will be tested and decommissioned, as needed:

Floor	Estimated Quantity (linear feet)
Sub-basement	1,000 (from Glassware Washing area)
Basement	6,000 (collection lines to sewer)
1	5,000
2	6,000
3	8,000
4	5,300
5	1,800
6	500 (top floor of laboratories)
Penthouse	0

Note: See Section 3.3

C. INCIDENT RESPONSE

1. GSA Contractor and FDA Contractor:
   i. The GSA Contractor will comply with the Total Project Construction Schedule, health and safety requirements, and incident response procedures referenced herein.
   ii. The FDA Contractor will comply with the Total Project Construction Schedule, and incident response procedures referenced herein.
   iii. In the event that the GSA Contractor suspects the presence of elemental mercury during its activities, the GSA Contractor will stop work in that area.
      a. The GSA Contractor will immediately notify the GSA Contracting Officer's Representative or a GSA Safety and Environmental Management representative.
      b. The GSA Contracting Officer's Representative or a GSA Safety and Environmental Management representative immediately investigate the situation and determine

whether or not the situation requires that the FDA Contractor be notified and how soon the FDA Contractor should arrive at the area.

1.3 PROJECT/SITE CONDITIONS

A. Currently, FOB 8 is unoccupied except for a small contingent of security and facility maintenance personnel. The GSA Contractor will assume access control of the building once the demolition and abatement work begins. The GSA Contractor will schedule and coordinate access to the site including decommissioning activities performed by the FDA Contractor as per the Total Project Construction Schedule.

1.4 SEQUENCING AND SCHEDULING

A. Safe and efficient mitigation of hazardous materials in FOB 8 and the demolition and removal of selected structures in the building will depend on the successful coordination of specialty trades. In particular, the GSA Contractor, responsible for primary demolition and abatement work, will reasonably coordinate activities and resources with the FDA Contractor who is responsible for the decommissioning of laboratory-related wastewater and central vacuum system piping, potentially contaminated with mercury. To efficiently meet this goal, the GSA Contractor and FDA Contractor will develop a strategy to sequence the work in a safe, effective, efficient manner. Requirements for the development and submittal of the Total Project Construction Schedule are described in Section 1.6 of this Specification.

1.5 CONTRACTOR RESPONSIBILITIES

A. GSA Contractor: Consistent with the requirements of the GSA Contract and its Statement of Work, the GSA Contractor will assume full responsibility and liability for compliance with all applicable Federal, State, and local regulations pertaining to the protection of workers, visitors to the site, and persons occupying areas adjacent to the site. The GSA Contractor is responsible for providing medical examinations and maintaining medical records of personnel as required by the applicable Federal, State, and local regulations, and will hold the government harmless for failure to comply with any applicable safety or health regulation on the part of himself, his employees, or his subcontractors.

B. FDA Contractor: Consistent with the requirements of the FDA Contract and its Statement of Work, the FDA Contractor will assume full responsibility and liability for compliance with all applicable Federal, State, and local regulations pertaining to the protection of workers, visitors to the site, and persons occupying areas adjacent to the site. The FDA Contractor is responsible for providing medical examinations and maintaining medical records of personnel as required by the applicable Federal, State, and local regulations, and will hold the government harmless for failure to comply with any applicable safety or health regulation on the part of himself, his employees, or his subcontractors.

1.6 SUBMITTALS

A. Demolition/Abatement and Mercury Decontamination Total Project Construction Schedule (GSA and FDA Contractors): The Total Project Construction Schedule will be prepared jointly and agreed upon by the GSA Contractor, GSA, the FDA Contractor and FDA, and will describe the sequence and duration of activities involving initial demolition, decommissioning of laboratory wastewater and central vacuum system piping, and completion of demolition activities on a floor-by-floor or area specific basis. The Schedule will be prepared using the Critical Path Method (CPM) and Microsoft Project. The GSA Contractor must factor in sufficient time between initial and final demolition and abatement activities to allow the FDA Contractor to completely decommission laboratory wastewater and central vacuum system piping. The FDA Contractor input to the Schedule must be based on estimates of the quantity of laboratory wastewater and central vacuum system piping in each specific area or floor. The FDA Contractor will schedule, organize, and manage mercury cleanup and decommissioning activities so that individual areas or floors can be completed as promptly as possible thereby expediting subsequent demolition activities.

B. Initial Demolition/Abatement Clearance (GSA Contractor): Written notification by the GSA Contractor to the FDA Contractor identifying specific areas or floors which have been cleared of structures, ACM, LBP debris, PCB containing devices, and other demolition debris thereby allowing the decommissioning of laboratory wastewater and central vacuum system piping to proceed. The notification will include identification of ACM, LBP debris, or PCB containing devices or other structures that should not be disturbed during mercury cleanup operations.

C. Mercury Cleanup Clearance (FDA Contractor): Written notification by the FDA Contractor to the GSA Contractor identifying specific areas or floors where laboratory-piping was decontaminated or removed by the FDA Contractor or tested and verified to be mercury-free. FDA will remove all piping as per 3.3 B.

D. Incident Response Reports:

1. GSA Contractor: The GSA Contractor will prepare and distribute documentation to GSA and the FDA Contractor identifying laboratory-related wastewater piping that is known or reasonably suspected to be damaged or areas where droplets of elemental mercury are suspected to be present. These incidents will be subject to immediate investigation and appropriate corrective action by the FDA Contractor in accordance with applicable industrial standards.

2. FDA Contractor: The FDA Contractor will prepare and distribute documentation to GSA and the GSA Contractor describing actions taken in response to the GSA Contractor's written notification of laboratory-related wastewater piping known or reasonably suspected to be damaged or the suspected presence of elemental mercury.

1.7 REFERENCES

A. Federal Regulations that FDA and GSA will comply with:

1. Occupational Safety and Health Act (OSHA):
   29 CFR 1910, OSHA, General Industry Standards
   29 CFR 1926, OSHA, Construction Industry Standards
   29 CFR 1910.120, OSHA General Industry, Hazardous Waste Operations Requirements

2. Environmental Protection Agency (EPA):
   40 CFR 260-265, Resource Conservation and Recovery Act
   40 CFR 300-399, EPA Comprehensive Environmental Response Compensation & Liability Act
   40 CFR 761, Toxic Substances Control Act

3. Department of Transportation (DOT):
   49 CFR 171-180, DOT Hazardous Material Regulations
   49 CFR Part 178, DOT Shipping Container Specification

B. The GSA Contractor and the FDA Contractor will comply with applicable Federal, State, and Local laws and regulations and requirements for licenses and permits, transportation and disposal.

PART 2 – PRODUCTS AND RESOURCES

2.1 EQUIPMENT AND MATERIALS

A. GSA Contractor: The GSA Contractor will provide all equipment and materials needed in the performance of the GSA Contract and the Statement of Work. Special facilities, devices, equipment, materials, clothing, and similar items used by the Contractor in the execution of work will comply with the applicable regulations.

B. FDA Contractor: The FDA Contractor will provide all equipment and materials needed in the performance of the FDA Contract and the Statement of Work. Special facilities, devices, equipment, materials, clothing, and similar items used by the Contractor in the execution of work will comply with the applicable regulations.

2.2 UTILITIES

A. GSA Contractor: Per the requirements of the GSA Contract, the GSA Contractor will manage and maintain all utilities, e.g., water, electricity, etc., that will be provided by the Government as needed for the performance of the Statement of Work.

B. FDA Contractor: Per the requirements of the FDA Contract, the FDA Contractor will identify all utilities needed for the performance of the Statement of Work and coordinate access and maintenance of these utilities with the GSA Contractor.

The FDA Contractor will not need to pay for the utilities provided by the Government.

2.3 WASTES AND DEBRIS

A. GSA Contractor: The GSA Contractor will provide all waste containers, dumpsters, roll-offs, and packaging materials needed in the performance of the GSA Contract and the Statement of Work. The GSA Contractor will manage the handling, temporary on-site storage, transportation, and disposition of these wastes. Special facilities, devices, equipment, clothing, and similar items used by the GSA Contractor in the execution of work will comply with the applicable regulations. All waste handling equipment and containers used in the execution of this contract will comply with the applicable Federal, State, and local regulations.

B. FDA Contractor: The FDA Contractor will provide all waste containers, dumpsters, roll-offs, and packaging materials needed to remove hazardous wastes generated as a result of the performance of the FDA Contract and the Statement of Work. The FDA Contractor will manage the handling, temporary on-site storage, transportation, and disposition of hazardous wastes and residues generated by the decommissioning of laboratory wastewater and central vacuum system piping. Special facilities, devices, equipment, clothing, and similar items used by the FDA Contractor in the execution of work will comply with the applicable regulations. All waste handling equipment and containers used in the execution of this contract will comply with the applicable Federal, State, and local regulations.

2.4 SUPPORT FACILITIES

A. GSA Contractor: The GSA Contractor will coordinate and manage all support facilities (e.g., construction trailers, equipment storage space, waste storage space, parking, loading dock access, security) per the requirements of the GSA Contract and the Statement of Work.

B. FDA Contractor: All support facilities required by the FDA Contractor for the performance of the FDA Contract and the Statement of Work must be specifically identified in advance and coordinated with the GSA Contractor.

PART 3 – EXECUTION

3.1 PREPARATION

A. GSA Contractor: Per the requirements of the GSA Contract and the Statement of Work, the GSA Contractor will make all planning, procedural, equipment, and personnel preparations as needed to perform the work as specified. The GSA Contractor has to be prepared to vacate a specific area or floor following initial demolition and abatement activities to allow the FDA Contractor unimpeded access to laboratory-related wastewater piping for chemical decommissioning and mercury cleanup. Because the duration of demolition/abatement and

mercury cleanup operations in a given area or floor may not be equal, the GSA Contractor must be prepared to make effective use of its time. In addition, the GSA Contractor will be prepared to notify the FDA Contractor that laboratory-related wastewater piping is known or suspected to be damaged during demolition and abatement activities or if suspected elemental mercury is discovered during demolition activities. Upon notification the GSA Contractor will vacate the area and the FDA Contractor will initiate incident response procedures as described in Section 1.2.C of this Specification to mitigate potential mercury contamination.

B. FDA Contractor: Per the requirements of the FDA Contract and the Statement of Work, the FDA Contractor will make all planning, procedural, equipment, and personnel preparations as needed to perform the work as specified. The FDA Contractor has to be prepared to begin chemical decommissioning of laboratory-wastewater and central vacuum system piping once the GSA Contractor has performed initial demolition and abatement activities in a particular area or floor and has granted clearance for subsequent mercury cleanup activities. Because the duration of demolition/abatement and decommissioning operations in a given area or floor may not be equal, the FDA Contractor must be prepared to make effective use of its time. In addition, the FDA Contractor will be prepared to respond to notification by the GSA Contractor that laboratory-related wastewater piping is known or suspected to be damaged during demolition and abatement activities or if suspected elemental mercury is discovered during demolition activities. Upon notification, the FDA Contractor will initiate incident response procedures as described in Section 1.2.C of this Specification to mitigate potential mercury contamination.

3.2 WORK PROCEDURE

A. GSA Contractor: The GSA Contractor will abide by the work procedure requirements as specified in the GSA Contract and its Statement of Work.

B. FDA Contractor: The FDA Contractor will abide by the work procedure requirements as specified in the FDA Contract and its Statement of Work.

3.3 CLEANUP AND DISPOSAL

A. GSA Contractor: Per the requirements of the GSA Contract and its Statement of Work, the GSA Contractor will be responsible for the management, temporary on-site storage, transportation, and disposal of demolition debris including hazardous and nonhazardous wastes.

B. FDA Contractor: Per the requirements of the FDA Contract and its Statement of Work, the FDA Contractor will be responsible for the management, temporary on-site storage, transportation, and disposal of mercury contaminated wastewater piping, decontamination residues, and related wastes (e.g., used personal protection equipment). The FDA Contractor will be responsible for transporting and disposing of all plumbing that it removes.

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