

REQUEST FOR PROPOSALS

**“Abandoned Underground Storage Tank Closure and Site
Investigation – Whitney Food Store”**

LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY



RFP No: 7225-09-01

February 18, 2009

REQUEST FOR PROPOSALS

“Abandoned Underground Storage Tank Closure and Site Investigation – Whitney Food Store” Louisiana Department of Environmental Quality

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REQUEST FOR PROPOSALS

**“Abandoned Underground Storage Tank Closure and
Site Investigation – Whitney Food Store”
Louisiana Department of Environmental Quality**

PART I. ADMINISTRATIVE INFORMATION

1.1 Request for Proposals

The Louisiana Department of Environmental Quality (LDEQ), requires the services of a well-qualified contractor to provide closure of abandoned motor fuel underground storage tanks (USTs) and assessment and remediation of property contaminated by abandoned motor fuel underground storage tanks. LDEQ invites all qualified parties (companies and individuals) to submit proposals for providing these services.

1.2 Contract Term and Compensation

The term of the contract resulting from this RFP will be twelve (12) months, beginning approximately DATE, 2009, and ending approximately DATE, 2009. Compensation for contract services will be based on the Schedule of Prices (see RFP Section 3.2.7) to be incorporated into the contract, with a maximum total contract cost based on the scheduled number of units of requested services and the unit prices resulting from the RFP process. LDEQ reserves the right to amend the contract to increase the number of units of requested services and thereby increase the total contract cost, using the unit prices established in the Schedule of Prices. This contract and any amendments require the approval of the Louisiana Office of Contractual Review.

1.3 Proposal Preparation

Instructions for preparing proposals are provided in Part III below. Proposals submitted for consideration should follow the specified order of presentation and format.

1.4 Mandatory Site Visit

The Louisiana Department of Environmental Quality will hold a site visit for all proposers on **March 3, 2009, at 10:30 a.m., CST**. Attendance is **mandatory**, and proposals will not be accepted from contractors who fail to attend the site visit.

Any firm intending to submit a proposal must have at least one duly authorized representative attend the mandatory site visit in order to become familiar with the site conditions and scope of work involved. Directions to the site are attached (Exhibit A).

On the day of the site visit, all potential proposers must:

- (a) register with the LDEQ representative;
- (b) submit a signed Hold Harmless Agreement (Exhibit D); and
- (c) show proof of current HAZWOPER Training.

Individuals not meeting all of these requirements will not be allowed on the site.

LDEQ personnel will not answer any questions regarding the site work or the RFP package.

1.5 Questions and Answers

Any and all questions regarding this Request for Proposals must be submitted in writing to the LDEQ Contracts and Grants Division by March 5, 2009. Do not contact other LDEQ program personnel with questions regarding this RFP.

Questions may be mailed to:

Robyn Geddes
Contracts and Grants Division
Louisiana Department of Environmental Quality
P. O. Box 4303
Baton Rouge, LA 70821-4303

or submitted by e-mail to: Robyn.Geddes@la.gov

Questions will also be accepted by FAX at (225) 219-3823. Responses to these questions can be accessed by going to www.deq.louisiana.gov, Contracts and Grants Division. Questions and answers that may potentially result in the disclosure of information from proposals of competing bidders will not be published.

1.6 Submission of Proposals

If you desire to submit a proposal, one (1) original of the technical proposal and financial information shall, and five (5) copies of the technical proposal should, be submitted to the Louisiana Department of Environmental Quality (LDEQ), Contracts and Grants Division, **no later than 3:00 p.m. local time on or before March 23, 2009. Proposals, amendments, and any other information received after this date and time will not be considered.**

All proposals should be delivered to:

Lisa Miller, Contracts and Grants Division
Louisiana Department of Environmental Quality
602 N. Fifth Street – Galvez Building
Baton Rouge, Louisiana 70802

Mail through the U. S. Postal Services is not delivered directly to the LDEQ headquarters building. Therefore, proposers are advised to hand deliver or send their proposals by some means other than the U.S. Mail. Proposers are further advised not to wait until the last day to dispatch their proposals. Maximum competition is encouraged but time extensions for messenger delays, traffic, fogbound airplanes, or other causes will not be granted. Proposals will not be accepted by facsimile (FAX) or electronic mail (e-mail).

Proposers are solely responsible for the timely delivery of their proposals. LDEQ will not acknowledge by mail or telephone timely receipt of proposals.

1.7 Changes, Addendum, or Withdrawal of Proposals

Any changes or addenda to a proposal must be submitted in writing, signed by an authorized representative of the proposer, cross-referenced clearly to the relevant proposal section, and received by LDEQ prior to the proposal due date and time. All changes and addenda must meet all requirements for the proposal. Any proposer choosing to withdraw its proposal must submit a written withdrawal request to LDEQ.

1.8 RFP Schedule Summary

The events and dates summarized in Table 1 represent milestones in LDEQ's RFP process; however, LDEQ reserves the right to deviate from this schedule.

Table 1. RFP Schedule Summary.

Event	Date	Local Time
Begin Advertisement of RFP	2/18/09	
Mandatory Site Visit	3/3/09	10:30 a.m.
Deadline for LDEQ receipt of written questions from prospective proposers	3/5/09	4:00 p.m.
Proposal due date and time	3/23/09	3:00 p.m.
Oral presentations by proposers (if required)	To be scheduled	
Estimated award date	Approximately 4/15/09	
Estimated initiation of the contract period	Approximately 6/15/09	

PART II. GENERAL INFORMATION

2.1 “Foreign” Corporations Contracting with the State of Louisiana

According to the provisions of LSA R.S. 12:301-302, any corporation which is incorporated in another state must have a certificate of authority to transact business in Louisiana from the Louisiana Secretary of State, Corporations Division, 3851 Essen Lane, Baton Rouge, Louisiana, 70809, (225) 925-4704. **NOTE:** The certificate of authority should not be submitted with the proposal. However, the Louisiana Certificate of Authority must be provided prior to contracting with the LDEQ.

2.2 Disclosure of Ownership Affidavit

All for-profit corporations whose stock is not publicly traded must file a Disclosure of Ownership Affidavit with the Louisiana Secretary of State's office before contracting with state government. Non-profit corporations and for-profit corporations whose stock is publicly traded are exempt from this requirement. **NOTE:** The Disclosure of Ownership Affidavit should not be submitted with the proposal. However, the Disclosure of Ownership Affidavit must be provided prior to contracting with the LDEQ.

2.3 Code of Ethics for State Employees

Proposers are hereby advised that contractors may, in certain circumstances, be deemed "public employees" as interpreted by the Louisiana Commission on Ethics for Public Employees. Potential contractors are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. (See Attachment 5, Sample LDEQ Contract, Article 27).

2.4 Insurance Requirements

Potential contractors are encouraged to carefully examine the insurance coverages that will be required by the contract. (See RFP Attachment 5, Sample LDEQ Contract, Article 16). Certificates of insurance, signed by a person authorized by that insurer to bind coverage on its behalf, must be provided by the successful contractor and approved by LDEQ before work begins. Furthermore, the successful contractor must include all subcontractors as insureds under its policies or must furnish separate certificates for each subcontractor before work begins.

2.5 Response Action Contractor Requirements

The Contractor must appear on the approved current Response Action Contractor (RAC) listing or must meet the minimum qualification requirements of a RAC, as defined in LAC 33:XI.1205.A. The Contractor shall maintain the minimum qualification requirements of a RAC throughout the duration of this contract. Failure to maintain the required qualifications, or

promptly correct any lapse, may be considered as a failure to perform within the terms of this contract

2.6 Laboratory Accreditation

In accordance with LAC 33:I.4501, any commercial laboratory (as defined in LAC 33:I.4503) shall be accredited by the Department's Environmental Laboratory Accreditation Program prior to commencing analytical work. Each such laboratory must be certified for the method/matrix/analytes necessary to perform the analytical work required. The Department shall not accept analytical data generated by any commercial laboratory that is not accredited by the Department's Environmental Laboratory Accreditation Program in accordance with LAC 33:I.4501 through 5913. All analytical data must be submitted in a format approved by the DEQ project manager and shall meet the requirements of LAC 33:I.5313 and the 2003 NELAC Standards.

Any laboratory other than a commercial laboratory (as defined in LAC 33:I.4503) shall meet at a minimum the quality systems requirements found in LAC 33:I.Chapter 53 and in Chapter 5 of the 2003 NELAC Standards. All analytical data must be submitted in a format approved by the DEQ project manager and meet the requirements of LAC 33:I.5313 and the 2003 NELAC Standards.

Evidence of LELAP accreditation for any/all laboratories proposed to be used by the successful Contractor must be provided and approved by LDEQ before work begins.

2.7 Proposal Costs

Proposers are responsible for all costs incurred for the preparation of their proposals. Proposals received in response to this RFP are subject to the Louisiana Public Records Law and become the property of LDEQ and will not be returned.

PART III. PROPOSAL PREPARATION INSTRUCTIONS

3.1 Proposal Content

Proposals submitted in response to this RFP should include as much detail as practical to provide a straightforward, clear, and concise description of the proposer's ability to meet the requirements of the RFP. The proposer should demonstrate his understanding of LDEQ's requirements. Each proposer is solely responsible for the accuracy and completeness of its proposal.

3.2 Elements for Technical Proposal (Volume I)

Each proposer should address the elements described by this section in his Technical Proposal in the order listed.

3.2.1 Proposal Cover Sheet

Each proposer must complete the proposal cover sheet (RFP Attachment 1). **Proposals lacking a signed cover sheet shall be disqualified.**

3.2.2 Table of Contents

Each proposer should include a paginated Table of Contents to facilitate locating proposal information.

3.2.3 Scope of Services

Each proposer should submit a Scope of Services that clearly and concisely describes his technical and management approach to completing the requirements described in LDEQ's Statement of Work (SOW) (RFP Attachment 2). The proposer's Scope of Services should be presented in as much detail as judged necessary by the proposer. An unsupported statement that the proposer will comply with all the requirements of this solicitation is not acceptable. Any exceptions taken to the SOW must be clearly stated and explained.

Each proposer's Scope of Services should include a brief introduction followed by a discussion of the following technical elements, in the order listed.

(1) Project Management

Describe the proposed approach to project management, including, at a minimum, the following information:

(a) Overall company organization

Describe the overall organization of the company. Include a company organizational chart. If multiple offices are involved in the project, describe how the home office and branch offices will interact with each other and with LDEQ. Include a description of the involvement of any proposed subcontractors in this project (See Item 3.2.6, Subcontractors).

(b) Project organization

Provide a project-specific organizational chart identifying the key Contractor personnel and key subcontractor personnel proposed for work on this project. This chart should specifically include, but need not be limited to, all professional level personnel and project manager positions. Show the lines of authority and lines of communication among all participants, including management, supervisory, and technical staff, points of contact for LDEQ, and any subcontractor relationships. The chart should be realistic and practical. The organizational chart should be accompanied by a narrative identifying the function and responsibilities of each position identified in the organizational chart and the names of specific personnel proposed for assignment to these positions (include dual assignments, multiple individuals assigned to one position, and subcontractors).

(c) Management approach

Describe the proposed approach to project management. Project management includes, but is not limited to, supervision of the Contractor's personnel, communication between the Contractor and LDEQ, meetings and training sessions, contract administration, and preparation and submission of submittals and deliverables in general.

(2) Performance of Project Tasks

Describe the proposed approach to the performance of the technical tasks described in RFP Attachment 2 (SOW). Include a description of deliverables to be received by LDEQ as end products of the services rendered.

3.2.4 Personnel Qualifications and Experience

Describe the qualifications and experience of all key personnel designated in the project-specific organizational chart (provided under Section 3.2.3, Item 1b. above) as assigned to this project. Include résumés showing each assigned individual's education, registrations, accomplishments, and experience. LDEQ will consider only experience that is relevant to the tasks listed in RFP Attachment 2 (SOW).

3.2.5 Company Qualifications and Experience

A Louisiana State Contractors License with Hazardous Material classification and a Louisiana Water Well Driller's License should be submitted with the Contractor's proposal.

Describe the company's qualifications and experience that are relevant to the proposed tasks listed in RFP Attachment 2 (SOW). Experience will be considered relevant if prior projects major features include providing closure of abandoned motor fuel underground storage tanks (USTs) and assessment and remediation of property contaminated by abandoned motor fuel underground storage tanks. Both government and privately-sponsored work may be included. Experience gained through previous contracts to LDEQ may be considered by LDEQ for proposal evaluation, whether or not listed by the proposer.

Each proposer should describe projects undertaken by his company during the past three (3) years (i.e., since January, 2006). Experience gained through joint ventures by the company may be included. In the event that the company has not done business under its present organizational name and status for three (3) years, other corporate experience brought to the company through mergers or similar corporate creations may be added.

The proposer's experience information should be submitted in the tabular format provided in Attachment 3 (Experience Table). The table may be enlarged or duplicated as necessary to provide all required information. For each listed project, the proposer should provide:

- (a) the name and address of the client (sponsoring agency or company);
- (b) the name and telephone number of the client's contact person;
- (c) the project title and contract number;
- (d) the starting and ending dates of the project (contract term);
- (e) the total dollar amount of the project; and
- (f) a brief description of the project.

Each proposer may include as many entries as he desires, however, only complete entries will be considered. Because LDEQ may contact a representative sample of the listed clients as references during the evaluation process, proposers should verify that all client telephone numbers are current.

3.2.6 Subcontractors

All subcontractors used by the Contractor for this project must be identified on Attachment 1, Proposal Cover Sheet. The proposer must provide a signed letter of agreement or a copy of a signed contract from any subcontractor. This commitment must demonstrate the subcontractor's willingness to undertake his portion of the proposed project.

3.2.7 Price Proposal (Schedule of Prices)

Each proposer must submit a price proposal using LDEQ's pricing structure provided in Attachment 4, Schedule of Prices. **No other format is acceptable. Proposals not including a Schedule of Prices shall be disqualified.** Additionally, all blanks on the Schedule of Prices must be completed. For items with no charge, "\$0" must be entered. If a proposer identifies deficiencies or errors in this format, he should bring this information to the attention of LDEQ. LDEQ will review the information and issue any correction as an amendment to the solicitation.

Only Attachment 4, Schedule of Prices will be considered in evaluating the price proposal. Do not include any additional terms and conditions, company fee schedules, etc.; they will not be considered.

3.3 Elements for Financial Information (Volume II)

In a separate volume, proposals should include evidence demonstrating the proposer's financial capability to carry out this project. Proposers should submit:

- (a) Financial Statements reviewed by an independent CPA for the past three years;
- (b) notes to the Financial Statements; and
- (c) the CPA's Review Report for each year.

If the company has been in business for less than three years, proposer may substitute the following for this requirement:

- (a) Financial Statements reviewed by an independent CPA for each complete year in business and an interim Financial Statement reviewed by an independent CPA for the current year;
- (b) notes to the Financial Statements; and
- (c) the CPA's Review Report for the corresponding Financial Statements.

OR

If the above financial information is not available, the proposer should submit other evidence of financial status sufficient to demonstrate its capability, and the capability of each of its subcontractors, to carry out the project, i.e. a Performance Bond, letters from banks and other financial companies and a listing of debt including terms of any notes.

3.4 Proposal Format

Proposals submitted for consideration should follow the format and order of presentation provided in Part III, Sections 3.1 and 3.2. Each volume of the proposal should be typed and securely bound in a three ring binder. Pages of the technical proposal should be numbered consecutively and each section should be marked by a labeled page divider. Proposals should be prepared simply, legibly, and economically. Elaborate binders, color pictures, and promotional material are neither necessary nor desired.

3.5 Use and Disclosure of Confidential Information

Pursuant to LSA-R.S. 30:2030 and R.S. 44:1, et seq., LDEQ records obtained in response to this RFP shall be available to the public unless LDEQ determines that the information requires confidentiality. In order to secure nondisclosure of information contained in its proposal, the proposer must submit a written request to the Secretary of LDEQ in accordance with LAC 33:I. Chapter 5 and applicable laws.

PART IV. PROPOSAL EVALUATION AND SELECTION

4.1 Evaluation Process

A Selection Committee composed of LDEQ technical personnel will evaluate and rank the proposals according to the criteria listed in Section 4.2. Any proposal that does not provide the following mandatory items shall be disqualified by LDEQ and shall not be evaluated by the Selection Committee:

- (1) a signed Proposal Cover Sheet (Part III, Section 3.2.1); and
- (2) a Schedule of Prices (Part III, Section 3.2.7).

Upon completion of the Evaluation and Ranking Report, the highest rated proposal selected for award receives further evaluation through preparation of a Financial Statement Analysis. Prior to the award of any contract, the proposer must submit evidence of financial status sufficient to demonstrate its capability, and the capability of its subcontractors, to carry out the project.

Proposals will be evaluated in light of the material and the substantiating evidence presented in the proposal, not on the basis of what can be inferred. Additionally, LDEQ may contact a representative sample of the clients provided to describe the company's experience as references during the evaluation process. (See Section 3.2.5 above.)

The responsible and qualified proposer with the highest rated proposal will be recommended for tentative selection. The Selection Committee will report its comments and recommendations to the LDEQ Secretary or his designee. The tentative selection is subject to the approval of the Secretary of LDEQ or his designee and the Louisiana Office of Contractual Review. The Secretary of LDEQ or his designee is the only individual who can legally commit LDEQ to the expenditure of funds in connection with this proposed procurement. Any other commitment, either explicit or implied, is invalid. The contract will not be valid until approved by the Louisiana Office of Contractual Review.

4.2 Evaluation Criteria

All proposals will be evaluated according to the following weighted criteria:

- (1) 20 % Merit of the proposer's Scope of Services (Part III, Section 3.2.3) and overall quality of the proposal (Part III, Sections 3.1 through 3.4).
- (2) 20% Qualifications and relevant experience of the proposer's key personnel assigned to the project (Part III, Section 3.2.4).

- (3) 20% Qualifications and relevant experience of the proposer in providing closure of abandoned motor fuel underground storage tanks (USTs) and assessment and remediation of property contaminated by abandoned motor fuel underground storage tanks (Part III, Section 3.2.5).
- (4) 40% Price (Part III, Section 3.2.7).

4.3 Price Evaluation Calculation

The proposal with the lowest total price from Attachment 4, Schedule of Prices, will receive the maximum possible points. All other proposals will be rated using the following formula:

$$40 \quad \times \quad \frac{\text{Price of lowest proposal}}{\text{Price of proposal being rated}} \quad = \quad \text{Proposal price points}$$

4.4 Clarifications and Oral Presentations

Written or oral clarifications may be requested for the purpose of enhancing LDEQ's understanding of a proposal element, eliminating minor irregularities, or correcting apparent clerical mistakes in a proposal. Any commitments or representations made during discussions, if conducted, may become formally recorded in the final contract. However, proposals may be accepted without such clarifications or discussions and award may be made on the basis of initial offers received. Therefore, proposals should be complete as submitted and reflect the most favorable terms available.

Any or all proposers may be requested to make oral presentations of their proposals to enhance LDEQ's understanding prior to the final selection of the Contractor. Proposers selected for oral presentations will be notified by the LDEQ Contracts and Grants Division on or before April 8, 2009. Presentations will be made by the selected proposers on April 9, 2009, at a time assigned by LDEQ.

In the event oral presentations are requested, proposers will be evaluated on the clarity and detail of the technical approach with a maximum score of twenty points, which will be added to the initial scores for a final score.

4.5 Determination of Responsibility

Determination of the proposer's responsibility relating to this procurement shall be made according to the standards set forth in LAC 34:136. LDEQ is prohibited from awarding any contract for consulting services for \$50,000 or more to any person or firm unless LDEQ has first determined that such person or firm is responsible according to the standards described in this section. LDEQ must find that the selected proposer:

- (a) has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- (b) has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them (including probable subcontractor arrangements); and
- (c) is able to comply with the proposed or required time of delivery or performance schedule;
- (d) has a satisfactory record of integrity, judgment, and performance (A proposer which is seriously delinquent in current contract performance, considering the number of contracts and the extent of delinquencies of each, shall in the absence of evidence to the contrary or compelling circumstances, be presumed to be unable to fulfill this requirement.); and
- (e) is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for LDEQ to make its determination by presenting acceptable evidence of financial resources, experience, organization, technical qualifications, skills, personnel, and facilities, to perform the services called for by the contract.

4.6 Contract Award and Debriefings

Unless it is determined that it is in the best interest of the State of Louisiana to reject all proposals or cancel the RFP, LDEQ estimates that the contract will be awarded by approximately April 15, 2009, and will issue a "Notification of Award" letter to the successful proposer. Unsuccessful proposers will also be notified of LDEQ's decision in writing, and may request a post-award debriefing by contacting Lisa Miller at (225) 219-3816, or by e-mail at lisa.miller@la.gov.

4.7 Protest of the Solicitation or Award

Protests of this RFP or award of the resulting contract must follow the procedures specified in LAC 34:145(8).

Attachments to this RFP:

- (1) Proposal Cover Sheet
- (2) Statement of Work
- (3) Experience Table
- (4) LDEQ Schedule of Prices Form
- (5) Sample LDEQ Contract
- (6) Indemnification Agreement

Exhibits to this RFP:

- (1) Exhibit A – Directions to the Site
- (2) Exhibit B – Access Agreement
- (3) Exhibit C – RECAP Input Parameter Form
- (4) Exhibit D – Hold Harmless and Indemnification

ATTACHMENT 1. PROPOSAL COVER SHEET

Project Title: "Abandoned Underground Storage Tank Closure and Site Investigation - Whitney Food Store"

Proposer: _____
Company Name

Company Address

Proposer's Contact Person:

Name Title

Address

Telephone No. (_____) _____ FAX No. (_____) _____

Subcontractors (add lines as necessary):

<u>Name</u>	<u>Written commitment attached (Y/N)</u>
_____	_____
_____	_____
_____	_____

I hereby certify that:

1. This proposal will remain in effect for at least ninety (90) days from March 23, 2009.
2. I possess an established system of accounting and financial controls adequate to permit the effective administration of this contract or willingness to modify the present system to meet State of Louisiana requirements.
3. I will be ready and able to begin work within fifteen (15) days after contract award.
4. I accept the mandatory Department of Environmental Quality contract provisions (RFP Attachment 5).
5. I am authorized to represent _____ and can commit the organization to all provisions of this proposal.

Signature Date

**ATTACHMENT 2
STATEMENT OF WORK**

**“Abandoned Underground Storage Tank Closure and Site Investigation”
Whitney Food Store, 1600 Newton St, Algiers, LA; Orleans Parish**

Louisiana Department of Environmental Quality

1.0 INTRODUCTION

The Louisiana Department of Environmental Quality (LDEQ) is committed to protecting public health and the environment in Louisiana by investigating leaking underground storage tank (LUST) sites where releases may have occurred. Act No. 1121 of the 2001 Regular Session of the Louisiana Legislature directed that beginning July 1, 2001, all interest monies earned by the Motor Fuels Underground Storage Tank Trust Fund shall be used for the closure of abandoned motor fuel underground storage tanks (USTs) and assessment and remediation of property contaminated by abandoned motor fuel underground storage tanks. In order to comply with this statute, LDEQ requires the services of an experienced, qualified contractor to provide UST site investigations. This project will be under the direction of the Underground Storage Tanks Division (USTD).

2.0 BACKGROUND INFORMATION

The Contractor shall provide project planning, records review, underground storage tank removal, site assessment and reconnaissance, evaluation and interpretation of data, and groundwater monitoring for Whitney Food Store located in Algiers, LA, in Orleans Parish. The LDEQ assigned Agency Interest number for this facility is **69065**.

Whitney Food Store is an active grocery store that was formerly operated as a retail fuel facility. The site is located in a primarily residential area within close proximity to a public school. In December, 1989, gasoline odors and free phase product were reported in the storm drain, and operation of the USTs ceased. The facility contains three gasoline USTs. According to LDEQ UST Registrations documents and tank number 36322, 36323, and 36324 are 6,000 gallon gasoline USTs, of unknown construction. The exact installation date of these tanks is unknown; however records indicate that the tanks were installed in 1980. LDEQ records and site observations indicate that the dispensers have been removed and that the tank hold area has been covered in concrete.

3.0 REQUIREMENTS OF THE CONTRACTOR

The Contractor shall provide the methods and resources (including, but not limited to, personnel, supervision, materials, supplies, computers, equipment, transportation, meals, and lodging) necessary to perform the tasks described in this Statement of Work with the exception of resources that will be provided by LDEQ (Section 5.0). All maintenance, service and repair of the equipment used to perform the tasks described in this Statement of Work will be the Contractor's responsibility.

3.1 Commencement Conference

Within ten (10) calendar days of LDEQ's Notice to Proceed, a commencement conference shall be held between the Contractor's key personnel (attendance of the Project Manager is mandatory) and LDEQ to discuss the commencement of the project and answer any questions regarding the contract. The conference will be held at LDEQ Headquarters in Baton Rouge. LDEQ will prepare an agenda for the meeting, take minutes, and distribute copies of the minutes to all participants. The Contractor shall come to the conference prepared to request clarification of any issues not clearly understood by him.

3.2 Site Access, Collection of Background Information, and Site Assessment and Reconnaissance

(1) Site Access

The Contractor shall:

- (a) perform a records review to determine the owner/operator of the site;
- (b) obtain owner/operator signature on Exhibit B, Access Agreement, prior to performing any site field work;
- (c) submit an original and two (2) copies of Exhibit B, Access Agreement, for review and approval by the LDEQ Project Manger; and
- (d) in the event that the owner/operator cannot be located, the Contractor must inform LDEQ in writing within forty-eight (48) hours; LDEQ will provide assistance to the Contractor after notification has been made.

(2) Collection of Background Information

The Contractor shall:

- (a) review LDEQ files to determine the results of any previous investigations;
- (b) collect site-specific information including, but not limited to:
 - [1] current activities at the site;
 - [2] topographic and hydrogeologic information pertinent to the site; and
 - [3] population and ecological information about the surrounding area.

(3) Site Assessment and Reconnaissance

The Contractor shall:

- (a) inspect the site, the UST system location, and sample locations;

- (b) interview individuals familiar with the site as necessary; and
- (c) conduct off-site reconnaissance of adjacent properties.

3.3 Project Planning for Site Investigation

Within thirty (30) calendar days of participation in the commencement conference, the Contractor shall submit the following according to the Project Schedule (Section 4.12):

- (1) Site Investigation Work Plan, including but not limited to:
 - (a) the delineation of the vertical and horizontal extent of impact resulting from the LUSTs;
 - (b) site history;
 - (c) planned field activities and sampling procedures;
 - (d) sampling locations and rationale;
 - (e) parameters and methodology of analysis;
 - (f) field documentation;
 - (g) groundwater classification;
 - (h) geotechnical analysis;
 - (i) decontamination of equipment;
 - (j) monitoring and recovery well plugging and abandonment;
 - (k) TCLP analysis for disposal of contaminated soil; and
 - (l) disposal of investigation derived wastes (IDW).

Note: Results of the site investigation will also be used as confirmatory sample locations as part of the tank closure (Section 3.5). Sample locations must be adequate to determine presence of contamination beneath and around the tanks, former dispensers, and associated piping in addition to determining the extent of the historical contamination (December, 1989 confirmed release).

It is the Contractor's responsibility to determine the number of borings required to fully delineate the hydrocarbon plume. The LDEQ will not provide a set number of soil borings/temporary monitoring wells to install at the site. All historical analytical data for soil and groundwater samples can be found in LDEQ's Electronic Data Management System (EDMS). Historical contamination at the former Whitney Food Store should be used to plan future site investigation activities. Site investigation shall be conducted for the delineation of the vertical and horizontal extent of impact resulting from the LUSTs.

- (2) Technical Sampling and Analysis (TS&A) Plan;
- (3) Health and Safety (H&S) Plan; and
- (4) Quality Assurance/Quality Control (QA/OC) Plan.

The Site Investigation must be based upon the Contractor's proposal as approved by the LDEQ. Work plans deemed insufficient to fully delineate the contamination will be issued a Notice of Deficiency and returned to the Contractor for correction. The Contractor shall amend the investigation work plan based on LDEQ comments and re-submit for approval.

The Site Investigation Work Plan, TS&A Plan, H&S Plan, and QA/QC Plan shall comply with the requirements of **LAC 33:I, Chapter 13 [Risk Evaluation/Corrective Action Program (RECAP)], Appendix B, Section B.2.4.**

<http://www.deq.louisiana.gov/portal/Default.aspx?tabid=131>

The Site Investigation Work Plan, TS&A Plan, H&S Plan, and QA/QC Plan shall be subject to LDEQ review and approval. No fieldwork shall begin on this project until the plan is approved by LDEQ.

Site investigation must be done in accordance with RECAP Appendix B; the following documents describe the data collection design for LUST activities in Louisiana including as appropriate the types and numbers of samples required, the design of the sampling network, sampling locations and frequencies, sampling matrices, measurement parameters of interest and the rationale for the design:

- LDEQ RECAP;
- LDEQ/LDOTD Construction of Geotechnical Boreholes and Groundwater Monitoring Systems Handbook; and
- LUST QAPP_1006_r08, revision date January 6, 2006, pages 20-28.

Following completion of the initial site investigation and RECAP evaluation, Additional sampling may be requested by the LDEQ based upon results of the initial site investigation. If requested, the Contractor shall submit an *Additional Site Investigation Work Plan* with additional sampling locations and rationale, and parameters and methodology of analysis.

The additional sampling will be limited to no more than three (3) soil borings/temporary monitoring wells. The results of additional sampling shall be submitted in an Additional Site Investigation Report that includes any necessary amendments to the approved RECAP evaluation.

3.4 Implementation of Site Investigation Work Plan, Evaluation and Interpretation of Data, and Site Investigation Report

(1) Implementation of Site Investigation Work Plan

Note: Continuous air monitoring should be conducted if vapors from gasoline contaminated soils are prominent during site investigation activities. Should monitoring results indicate unacceptable levels of contaminants or a nuisance condition this condition must be corrected prior to continuing the site investigation activities.

Within thirty (30) calendar days of LDEQ written approval of the Site Investigation Work Plan, the Contractor shall begin the site investigation and shall complete the

investigation within one hundred-eighty (180) days of Work Plan approval. The site investigation shall meet the requirements of LAC 33:I, Chapter 13 (RECAP), Appendix B, Section 2.5. The site investigation shall include, but is not limited to:

- (a) on-site observations and measurements;
- (b) determination of the source(s) of release, horizontal and vertical delineation of all impacted media, and a determination of the distance to all sensitive receptors;
- (c) evaluation of the potential for off-site contaminant migration;
- (d) sampling, packaging and labeling, chain-of-custody, shipping and handling, analytical testing, QA/QC, interpretation of the analytical results and the recording and reporting of all results. (All testing must be completed by an accredited laboratory in accordance with LAC 33:I, Subpart 3. The laboratory shall be accredited for the applicable tests and required parameters. Additionally, all sampling and analysis shall be performed in accordance with the Contractor's Technical Sampling and Analysis Plan.);
- (e) plugging and abandonment of all boreholes, monitoring, and recovery wells (new and existing); and
- (f) disposition of all investigation derived waste in accordance with applicable laws, regulations, and ordinances.

(2) Evaluation and Interpretation of Data

The Contractor shall review the laboratory quality control data to verify the accuracy of the results. The analytical results shall be summarized in a tabular format. Sample identification numbers, contaminant types, methods, detection limits, and sample media types shall be included in the summary tables.

Within sixty (60) days of commencement of the site investigation, the Contractor shall submit for LDEQ approval the RECAP Input Parameter form included in Exhibit C.

Following LDEQ approval of the RECAP Input Parameter Form, site investigation data shall be used to complete a RECAP Management Option II Evaluation Report following the requirements in RECAP Appendix I, "A Site-Specific RECAP Evaluation for Typical UST Sites," for each of the sites. If soil or groundwater contamination is detected beneath an enclosed structure (within approximately 10 feet of an enclosed structure), additional evaluation shall be provided utilizing RECAP Appendix H, "Management Option 2 RECAP Standard for *Soil Located Beneath an Enclosed Structure* (Soil_{es})," and/or "Management Option 2 RECAP Standard for *Groundwater Located Beneath an Enclosed Structure* (GW_{es})."

(3) Site Investigation RECAP Report

Within one hundred-eighty (180) days of LDEQ's Site Investigation Work Plan approval, the Contractor shall submit for LDEQ review and approval a combined Site Investigation/RECAP Evaluation Report for the site in accordance with LAC 33:I, Chapter 13 [Risk Evaluation/Corrective Action Program (RECAP)], Appendix B, Section 3.0.

- (4) Additional sampling may be requested by the LDEQ based upon results of the initial site investigation. Additional sampling will not exceed three additional sampling locations. If requested the Contractor shall submit an Additional Site Investigation Work Plan with additional sampling locations and rationale, and parameters and methodology of analysis. Results of the Additional Site Investigation shall be submitted in a Site Investigation Report.

3.5 UST Removal and Closure Sampling and Analysis

Following completion of the site investigation and RECAP evaluation, the Contractor shall perform tank removal/tank closure by following closure procedures according to Title 33, Part XI, Chapter 9, following Department protocol as described in the most recent edition of the UST Closure/Change-in-Service Guidance Document (Closure Guidance). The line item for tank removal activities shall be lump sum and include the removal of three registered USTs as described in Section 3.5, items (1) through (3).

(1) Notice of Intent and Pre Mobilization Activities

The Contractor shall:

- (a) submit a Notification of Intent to Perform a Closure of a UST System form (NOI) to the LDEQ Project Manager for processing within thirty (30) calendar days of the commencement conference. Tank removal activities should be initiated within ten (10) calendar days of LDEQ approval of the NOI. *If the owner is unavailable, the LDEQ Project Manager will sign the NOI on behalf of the tank owner.*
- (b) mark utilities prior to site mobilization and initiation of site work.

(2) UST Removal

The LDEQ Project Manager must be notified no less than five (5) business days prior to the commencement of any site work. Site work shall be limited to weekdays only, 8:00 am to 5:00 pm., unless otherwise directed by the LDEQ.

Note: Continuous air monitoring should be conducted if vapors from gasoline contaminated soils are prominent during tank removal activities.

The Contractor shall:

- (a) remove concrete to safely and effectively remove the underground storage tanks. Excavate to the top of the tank. All removed concrete must be disposed at an LDEQ approved disposal facility. The LDEQ Project Manager shall be notified in writing of the name of the disposal facility **prior** to the actual transport and disposal of construction demolition debris. The concrete removal shall not exceed one-thousand (1,000) square feet.
- (b) empty, clean, vapor free and excavate three (3) USTs using practices recommended by and acceptable to the American Petroleum Institute (API) and referenced in the most recent edition of the LSEQ UST Closure/Change-in-Service Guidance Document (Closure Guidance). The Contractor (or subcontractor) must be certified in the State of Louisiana for UST closures. The Contractor will be responsible for collection and containment of all wastes generated during tank removal activities.

(1) Drain product piping into tank, flush piping and disconnect from the tank. Remove the product piping where accessible,

(2) Remove all liquids and residues from the tank by using an explosive-proof or air driven pump. Pump motors and suction hoses must be properly grounded to prevent electrostatic ignition hazards.

If a vacuum truck is used for removal of liquids or residues, the area of operation for the vacuum truck must be vapor-free. The truck must be located upwind from the tank and outside of the path of probable vapor travel;

(3) Remove the fill pipe, gauge pipe, vapor recovery truck connection, submersible pumps, and other tank fixtures. Remove all non-product lines, except for the vent line. The vent line shall remain connected until the tank is purged;

(4) Purge and inert the tanks to prevent potential fires. A tank may be inerted with an inert gas such as carbon dioxide (CO₂) or nitrogen (N₂). Flammable vapors may be purged from the tank by tank ventilation using an educator-type air mover driven by compressed air, or by use of a diffused air blower.

Readings of 10% or less of the lower explosive limit must be obtained before the tank is considered safe for removal from the ground.

(5) Tanks shall not be cut up or crushed on-site; tanks should be labeled after removal from the ground but prior to removal from the site. The tank shall contain a warning against certain types of reuse, and include the former contents and present vapor state of the tank.

(6) Immediately before the tank is removed from the site, the tank atmosphere should be checked to ensure that it does not exceed 10% of the lower explosive limit.

- (c) characterize and profile all wastes generated during tank removal activities; and
- (d) transport and dispose of UST product, waste and wastewater generated during tank removal activities. The LDEQ Project Manager shall be notified of the name of the disposal facility prior to the actual transport and disposal of the waste and wastewaters. The Contractor shall not proceed without approval of the disposal facility by the LDEQ Project Manager.

(3) Collection and Analysis of UST Closure Samples

The Contractor shall collect closure samples in accordance with the latest editions of the Closure Guidance and the LDEQ Risk Evaluation/Corrective Action Program (RECAP) document as directed by the LDEQ Project Manager and based upon the results of the site investigation activities (Section 3.4). Each sample shall be collected and analyzed for TPH-GRO, BTEX, MTBE and Lead. Quality assurance and/or quality control samples are not required for closure sampling. The LDEQ Project Manager must be notified via fax transmittal or e-mail as soon as results are available.

The Contractor shall maintain the security of the open area(s) of excavation to prevent hazards for site traffic. Excavation areas shall be clearly marked and secured. Excavation walls should be properly shored as needed and heavy equipment operators and field crew should exercise caution around excavation boundaries.

The Contractor shall review the contaminants suspected to be on-site and perform air monitoring as necessary during the excavation of the tank hold area. **Should monitoring results indicate unacceptable levels of contaminants or a nuisance condition this condition must be corrected prior to continuing the excavation.**

(4) Excavation and Disposal of Existing Contaminated Backfill and Surrounding Contaminated Soil, Backfill of Excavated Tank Hold, and Surface Completion

Note: The LDEQ will provide an "Appointment of Agent for Waste Disposal" form, to be signed by the LDEQ and the Contractor. The Contractor will be authorized to sign waste profiles and landfill certifications on behalf of LDEQ.

The Contractor Shall:

- (a) excavate existing contaminated backfill and surrounding contaminated soil as applicable and only at the direction of the LDEQ Project Manager and based upon the results of the site investigation and RECAP evaluation (Section 3.4). The excavation will be under the direction of the LDEQ Project Manager. The payment unit for this line item will be on a per ton basis not to exceed eight

hundred (800) tons and will include all direct and indirect costs related to excavation and disposal activities.

- (b) backfill excavated areas utilizing clean backfill material. Fill shall be compacted in twelve (12) inch lifts from the base of the excavation to the ground surface. If backfill was not determined to be contaminated above LDEQ action levels and did not require excavation, the amount of clean fill shall be equivalent to the volume of the removed USTs which is approximately sixty-five (65) cubic yards.

If the existing backfill was determined to be contaminated above LDEQ action levels and required excavation, the volume of clean fill shall be adjusted accordingly but shall not exceed eight hundred (800) cubic yards and shall include all direct and indirect costs related to backfill. The backfill shall be graded to adjacent surfaces. The payment unit for this line item will be on a per ton basis.

- (c) replace ground surface to its original condition immediately following backfill activities by installing concrete cover meeting specifications for mixture and reinforcement necessary for the preexisting use of the property. The payment unit for this line item will be on a per square foot basis not to exceed eight hundred (800) square feet.

(5) Preparation and Submittal of Closure Report

The Contractor shall submit a closure report in accordance with the LDEQ Closure Guidance document. Three (3) copies of the closure report shall be submitted to the LDEQ Project Manager for review and approval. Reports determined to be deficient shall be returned with a Notice of Deficiency letter to the contractor for correction. Corrected reports shall be submitted within thirty (30) calendar days of the date of the Notice of Deficiency.

3.6 UST Removal – Contingency

In the event additional USTs are discovered, the Contractor shall remove the additional tanks as described in Section 3.5, items (1) through (3). The payment unit for this line item shall be on a per tank basis and include all direct and indirect costs related to emptying, cleaning, vapor freeing, and disposal of any additional, unregistered, or unknown tanks that may be discovered during closure activities.

3.7 UST Removal – Contingency - Excavation and Disposal of Contaminated Backfill and Surrounding Contaminated Soil, Backfill of Excavated Tank Hold, and Surface Completion

The Contractor Shall:

- (a) excavate existing contaminated backfill and surrounding contaminated soil as applicable and only at the direction of the LDEQ Project Manager and based upon the results of the site investigation and RECAP evaluation (Section 3.4). The excavation will be under the direction of the LDEQ Project Manager. The payment unit for this line item will be on a per ton basis not to exceed eight hundred (800) tons and will include all direct and indirect costs related to excavation and disposal activities.
- (b) backfill excavated areas utilizing clean backfill material. Fill shall be compacted in twelve (12) inch lifts from the base of the excavation to the ground surface. If backfill was not determined to be contaminated above LDEQ action levels and did not require excavation, the amount of clean fill shall be equivalent to the volume of the removed USTs which is approximately sixty-five (65) cubic yards. If the existing backfill was determined to be contaminated above LDEQ action levels and required excavation, the volume of clean fill shall be adjusted accordingly but shall not exceed eight hundred (800) cubic yards and shall include all direct and indirect costs related to backfill. The backfill shall be graded to adjacent surfaces. The payment unit for this line item will be on a per ton basis.
- (c) replace ground surface to its original condition immediately following backfill activities by installing concrete cover meeting specifications for mixture and reinforcement necessary for the preexisting use of the property. The payment unit for this line item will be on a per square foot basis not to exceed eight hundred (800) square feet.

3.8 Quarterly Groundwater Monitoring and Reports

The Contractor shall conduct quarterly groundwater monitoring at the direction of the LDEQ. If required, the Contractor shall implement quarterly groundwater monitoring from all groundwater monitoring wells at the site. Groundwater monitoring shall begin ninety (90) calendar days after the completion of site investigation field activities and at ninety (90) day intervals for four consecutive quarters. The groundwater shall be analyzed for the constituents of concern identified in the approved Site Investigation Work Plan or as approved by LDEQ. All laboratory analysis required for this contract must be performed by an LDEQ Accredited Laboratory in accordance with LAC 33:I, Subpart 3. Information regarding the LDEQ Louisiana Environmental Laboratory Accreditation Program (LELAP) can be found at: <http://www.deq.state.la.us/index.htm>. The laboratory shall be accredited in the applicable test categories and for the required parameters. All sampling and analysis shall be performed in accordance with the Contractor's Technical Sampling and Analysis Plan.

Results of the quarterly groundwater monitoring events shall be compiled as specified in RECAP Appendix B, Section B 4.0, and submitted to LDEQ within thirty (30) days following each quarterly monitoring period.

The Contractor shall be responsible for taking adequate quality control measures to ensure that environmental data of known quality are provided. In the event of loss (including breakage) or contamination of the samples while in his custody, the Contractor shall be required to re-perform the sampling activities without additional compensation.

3.9 Emergency/Interim Corrective Action

The Contractor shall conduct emergency/interim corrective action at the direction of the LDEQ. If required, the Contractor shall implement Phase Separated Hydrocarbon (PSH) recovery from designated groundwater monitoring wells within thirty (30) calendar days of completion of the site investigation field activities. Operation of the recovery/remediation equipment is understood to include all required monitoring, sampling, and maintenance in a manner which ensures that optimal PSH recovery is provided. Results of the emergency/interim corrective action activities are to be compiled and submitted quarterly to LDEQ in the Emergency/Interim Corrective Action Report.

Note: No more than 5,000 gallons shall be recovered during any on eight (8) hour vacuum event.

3.10 Monitoring/Recovery Well Plugging and Abandonment – Existing Wells

The Contractor shall plug and abandon eight (8) existing monitoring wells in accordance with the latest edition of the *LDEQ/LDOTD Construction of Geotechnical Boreholes and Groundwater Monitoring Systems Handbook*. Results of the plugging and abandonment shall be submitted to the LDEQ in one single Monitoring Well Plugging and Abandonment Report.

3.11 Attendance at Public Meetings

The Contractor shall attend public meetings as directed by LDEQ to answer questions from the community and local officials regarding the site investigations.

3.12 Litigation Support

The Contractor shall provide litigation support as determined necessary by the LDEQ. Litigation support shall include, but is not limited to, participation in preparatory meetings and discussions with LDEQ personnel, testifying at depositions, administrative hearings and/or judicial hearings and providing records to LDEQ, administrative tribunal or court upon request. Actual costs incurred in connection with these services are to be paid for under the contract.

4.0 PROJECT MANAGEMENT

The Contractor shall provide efficient management to ensure the successful completion of the contract. The Contractor shall plan and supervise all tasks efficiently and with his best skill and attention. The duties and responsibilities for project management shall continue throughout the

term of the contract. The resources and methodology for project management activities shall be the responsibility of the Contractor.

Project management shall include, but not be limited to, the following activities:

- (1) supervision of the Contractor's personnel;
- (2) contract administration:
 - (a) invoicing;
 - (b) changes to the contract;
 - (c) resolving disputes between the Contractor and LDEQ; and
 - (d) compliance by the Contractor with all contract clauses and conditions;
- (3) scheduling meetings and training sessions;
- (4) record-keeping; and
- (5) preparation and submission of deliverables.

4.1 Compliance with Laws and Regulations

The Contractor and/or any subcontractors used by the Contractor shall, on his own time, and at his own expense, secure all permits, licenses, and certificates that may be required of him by law for the performance of the requirements of the contract. The Contractor shall comply with all federal, state and local laws, ordinances, rules, and regulations relating to the performance of this work, including but not limited to:

- (1) the Environmental Regulatory Code, Part XI, Underground Storage Tanks (Title 33, Part XI); and
- (2) Risk Evaluation/Corrective Action Program (Title 33, Part I, Subpart 1, Chapter 13).

A Louisiana State Contractors License with Hazardous Material classification and a Louisiana Water Well Driller's License shall be submitted with the Contractor's proposal.

The Contractor and/or subcontractor assigned to perform tasks related to monitoring wells shall perform all work in accordance with the *Handbook for Construction of Geotechnical Boreholes and Groundwater Monitoring Systems* prepared by the LDOTD and LDEQ, December, 2000, and hereinafter referred to as the "LDOTD/LDEQ Handbook". This document can be accessed through LDOTD's website at: <http://www2.dotd.state.la.us/wells/wellhandbook.shtml>.

The Contractor is responsible for the health and safety of his employees during the performance of all activities required by this contract. He shall maintain and comply with a Health and Safety

Plan (H&SP) consistent with Section 104(f) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 as amended, EPA Order 1440.3 and all Occupational Health and Safety Administration requirements, all applicable federal, state and local laws, regulations, ordinances, and codes used in planning and implementing site health and safety. In the event of conflict between any of these requirements, the more stringent requirement shall be followed.

4.2 Progress Reporting

The Contractor shall prepare and submit to the LDEQ Contract Manager a Monthly Progress Report describing all work completed during the preceding month, the status of the work in progress, and any problems encountered. Additionally, the Contractor shall report any environmental problems identified in the field needing further investigation or corrective action by LDEQ. The Monthly Progress Report shall be provided within two weeks of the end of the preceding month. This report shall include:

- (1) the Contractor's name, address, and the name of the Contractor's Project Manager;
- (2) LDEQ's contract number and project title;
- (3) the dates of the reporting period; and
- (4) a description of the progress made during the previous month, including problems experienced, requests of approved changes in personnel, and the effect of the problems/changes on the due date of deliverables.

The Monthly Progress Report must be signed by the Contractor's Project Manager. The format of this report may be determined by the Contractor; however, LDEQ reserves the right to require format revisions.

4.3 Deliverables

The Contractor shall provide an original and two (2) copies of the following deliverables for review and approval by the LDEQ. Any and all discrepancies or omissions shall be corrected to the satisfaction of the LDEQ before the report is accepted as completed.

- (1) Site Investigation Work Plan;
- (2) Technical Sampling and Analysis Plan;
- (3) Health and Safety Plan;
- (4) Quality Assurance/Quality Control Plan;
- (5) Combined Site Investigation/RECAP Report;

- (6) UST Closure Report
- (7) Quarterly Groundwater Monitoring Reports;
- (8) Monitoring Well Plugging and Abandonment Report; and
- (9) Monthly Progress Reports.

The Contractor shall provide written reports, original and two (2) copies, and one (1) copy in PDF format for review and approval by the LDEQ Project Manager. Any and all discrepancies or omissions shall be corrected to the satisfaction of the LDEQ Project Manager before the report is accepted as completed.

4.4 Record Keeping

The Contractor shall keep accurate records and provide documentation for specific costs associated with this project. These records shall include:

- (1) technical records (including, but not limited to, complete and accurate records of measurements, data, analysis, surveys, and all other technical information collected in the course of this project);
- (2) cost records for cost-recovery purposes; and
- (3) other records and reports required by Federal and State laws and regulations.

4.5 Project Communication

The Contractor shall maintain communications and coordination with LDEQ personnel, including reporting problems encountered in performing this work. The Contractor shall attend meetings as necessary to discuss specific site requirements or problems with the LDEQ Project Manager or his representative. Meetings may be held at LDEQ Headquarters in Baton Rouge, LDEQ Regional Offices, or on site. Interim conference calls may be required.

4.6 Training Sessions

The Contractor shall be responsible for scheduling and holding training sessions as necessary to ensure the proper training of his personnel and subcontracted personnel. The Contractor shall be responsible for maintaining an adequate number of trained personnel for this work. The costs of project related training shall be included in the Contractor's proposal.

4.7 Subcontractors

All subcontractors used by the Contractor for this project must be identified in the Contractor's proposal or approved in writing by LDEQ before performing any work under this contract. The prime contractor shall be the sole point of contact regarding subcontracted services provided to

LDEQ. He shall submit all deliverables to LDEQ under this contract. LDEQ will not accept deliverables directly from subcontractors.

The prime contractor shall guarantee the quality and timeliness of work performed by his subcontractors. He is responsible for correcting all mistakes, errors, or omissions in the subcontractor's work. It is also his responsibility to ensure that all subcontractors have the expertise necessary to perform project tasks and insurance coverage as specified in this contract.

4.8 Substitution of Personnel

To ensure efficiency and continuity, the Contractor's key project management personnel shall remain assigned to the contract until its completion. If, during the course of the contract, the Contractor finds that he cannot provide the personnel listed in his accepted proposal, the Contractor must request permission in writing from LDEQ to provide a substitute. This request must be approved by LDEQ before the proposed replacement does any work on this contract, and shall include:

- (1) justification of the need for any such substitution;
- (2) a narrative establishing that the proposed substitute is at least equal in education, qualifications, and experience to the person being replaced; and
- (3) a résumé for the proposed substitute.

LDEQ reserves the right to require the replacement of any person working on this contract who is determined by LDEQ to be unresponsive to the needs of LDEQ as defined by the contract.

4.9 Completion of Site Activities

The Contractor shall coordinate all work activities at the site with the owner/operator to minimize interference with business operations. The Contractor shall remove all equipment, used/uncontaminated supplies or materials, non-hazardous contractor-generated trash from the work area and hazardous and/or non-hazardous investigation derived waste following completion of activities at the site. The Contractor shall dispose of all trash, debris and investigation derived waste generated from the work accomplished at the site in accordance with applicable laws, regulation, ordinances and codes. Any damage to the site caused by his operations and/or equipment shall be repaired by the Contractor.

4.10 Correction of Deficient Work

If required by LDEQ, prior to payment, the Contractor shall promptly, without additional cost to LDEQ, correct any deficient work performed by him. Deficient work is defined as work that is (a) unsatisfactory, faulty, or defective, or (b) does not conform to the requirements of the contract documents. If the Contractor does not correct such deficient work within the time specified in writing by LDEQ, LDEQ may have the deficiency corrected by a separate party. All costs to LDEQ for such correction shall be paid by the Contractor. If corrections made to

deficient work interfere with any other LDEQ work by other parties, the Contractor shall also bear the expenses caused by that interference.

4.11 Concurrent Site Work

LDEQ may concurrently perform additional work at the site related to this project or LDEQ may procure the services of other contractors. The Contractor shall coordinate his work with the work of LDEQ or other contractors.

4.12 Project Schedule

All activities shall be completed within the stated number of calendar days as specified in the following table. Adherence to the following schedule will determined by LDEQ.

Table 1. Project Schedule

Time Frame (calendar days)	Activity
Notice to Proceed	LDEQ awards contract and issues a Notice to Proceed to the selected Contractor
Within 10 days from Notice to Proceed	Commencement Conference held between Contractor and LDEQ
Within 30 days of Notice to Proceed	Contractor submits Site Investigation Work Plan, Technical Sampling and Analysis Plan, Health and Safety Plan, and Quality Assurance/Quality Control Plan to LDEQ for review and approval
Within 14 days of Receipt of Work Plan	LDEQ review and approval of Site Investigation Work Plan, Technical Sampling and Analysis Plan, Health and Safety Plan, and Quality Assurance/Quality Control Plan
Within 30 days of LDEQ approval of SI Work Plan	Contractor begins Site Investigation
Within 60 days of commencement of site investigation activities	Contractor submits RECAP Input Parameter Form
Within 60 days of LDEQ Approval of RECAP Input Parameters Form	Contractor submits Site Investigation Report
Within 30 LDEQ Request for Additional Site Investigation	Contractor submits Site Investigation Work Plan, Technical Sampling and Analysis Plan, Health and Safety Plan, and Quality Assurance/Quality Control Plan to LDEQ for review and approval
Within 14 days of Receipt of Work Plan	LDEQ review and approval of Site Investigation Work Plan, Technical Sampling and Analysis Plan, Health and Safety Plan, and Quality Assurance/Quality Control Plan
Within 30 days of LDEQ approval of SI Work Plan	Contractor begins Site Investigation
Within 30 days of completion of additional site investigation	Contractor submits Site Investigation Report
Within 10 days Site Investigation/RECAP Approval	Contractor submits a Notification of Intent (NOI) to Perform a Closure of a UST System form
Within 10 days of LDEQ approval of NOI	Contractor initiates tank removal activities
Within 30 days of completion of tank closure	Contractor submits a Closure Report

LDEQ approval	LDEQ approves Closure Report or issues a Notice of Deficiency letter
Within 30 days of Notice of Deficiency letter	Contractor submits corrected Closure Report
Within 30 days of completion of field activities	If required, the Contractor implements Phase Separated Hydrocarbon recovery
Within 90 days of completion of field activities	If required, the Contractor begins Quarterly Groundwater Monitoring
30 days after each quarterly groundwater monitoring period	Contractor submits Quarterly Groundwater Monitoring Report

5.0 LDEQ RESPONSIBILITIES

As part of its responsibilities under the contract, LDEQ shall:

- (1) provide points of contact (liaisons) for technical and contract activities (Project Manager and Contract Manager);
- (2) provide LDEQ materials (documents, reports, photographs, etc.) for the Contractor's work as necessary;
- (3) monitor the Contractor's work through telephone communications, meetings, review of Monthly Progress Reports, oversight inspections; and
- (4) review, require revision as necessary, and accept deliverables.

LDEQ will be available for assistance to the Contractor in solving problems or answering questions that may arise and will meet with the Contractor as necessary. However, LDEQ shall not be responsible for the Contractor's performance of the work and reserves the right to reject deficient work.

In the event the owner/operator has refused permission, cannot be located, or if the Contractor is unable to gain access to the property, the Contractor must inform LDEQ in writing within forty-eight (48) hours; LDEQ will direct the Contractor after notification has been made.

6.0 GUIDANCE DOCUMENTS

- (1) LDEQ's Risk Assessment/Corrective Action Program (RECAP);

- (2) LDEQ/LDOTD Construction of Geotechnical Boreholes and Groundwater Monitoring Systems Handbook; and
- (3) LUST QAPP_1066_r08, revision date January 6, 2006, pages 20-28.
- (4) LDEQ Closure/Change in Service Guidance Document
- (5) API Recommended Practice 1604 (Reaffirmed Nov, 2001) – Closure of Underground Petroleum Storage Tanks

7.0 MEASUREMENT AND PAYMENT

The Contractor shall be compensated for the actual work performed. Payment for the tasks required in this Statement of Work shall be based upon the line items listed in the contract Schedule of Prices (Attachment 4).

7.1 Commencement Conference

The Commencement Conference payment item shall include all activities and resources necessary for attendance by the Contractor at the commencement conference to be held at LDEQ Headquarters in Baton Rouge. Payment shall be in one lump sum in accordance with the unit rate provided in the Schedule of Prices, Attachment 4. Attendance of the Project Manager is mandatory. Payment will be made by LDEQ following completion of the conference and submission of the Contractor's invoice.

7.2 Site Access, Collection of Background Information, and Site Assessment and Reconnaissance

The Site Access, Collection of Background Information, and Site Assessment and Reconnaissance payment item shall include all activities and resources necessary to complete this task. Payment shall be made in one lump sum in the payment period following the completion of this task and approval by LDEQ.

7.3 Project Planning for Site Investigation

The Project Planning payment item shall include all activities and resources required to generate, submit, revise (as necessary), and resubmit the Site Investigation Work Plan, the Technical Sampling and Analysis Plan, the Health and Safety Plan, and the Quality Assurance/Quality Control Plan for the site. Payment shall be made in one lump sum in the payment period following the acceptance of the respective plans by LDEQ.

7.4 Implementation of the Site Investigation Work Plan and Evaluation and Interpretation of Data

The Implementation of the Site Investigation Work Plan and Evaluation and Interpretation of Data payment item shall include all activities and resources necessary to complete this task. Payment shall be made in one lump sum in the payment period following the completion of this task.

7.5 Site Investigation Report

The Site Investigation Report payment item shall include all activities and resources necessary to complete this task. Payment shall be made in one lump sum in the payment period following the submission and approval of the Site Investigation Report.

7.6 Additional Investigation - Project Planning

The Project Planning payment item shall include all activities and resources required to generate, submit, revise (as necessary), and resubmit the Additional Site Investigation Work Plan, the Technical Sampling and Analysis Plan, the Health and Safety Plan, and the Quality Assurance/Quality Control Plan for the site. Payment shall be made in one lump sum in the payment period following the acceptance of the respective plans by LDEQ.

7.7 Additional Investigation - Implementation of the Site Investigation Work Plan and Evaluation and Interpretation of Data

The Implementation of the Additional Site Investigation Work Plan and Evaluation and Interpretation of Data payment item shall include all activities and resources necessary to complete this task. Payment shall be made in one lump sum in the payment period following the completion of this task.

7.8 Additional Investigation - Site Investigation Report

The Additional Site Investigation Report payment item shall include all activities and resources necessary to complete this task. Payment shall be made in one lump sum in the payment period following the submission and approval of the Additional Site Investigation Report.

7.9 UST Removal Closure Sampling and Analysis

The UST Removal Closure Sampling and Analysis payment item shall include all activities and resources necessary to perform tank removal/tank closure of three (3) USTs. Payment shall be made in one lump sum in the payment period following the completion of this task and approval by LDEQ.

7.10 Excavation and Disposal of Contaminated Backfill and Over-Excavation

The Excavation and Disposal of Contaminated Backfill and Over-Excavation payment item shall include all activities and resources necessary to perform this task. Payment shall be made per ton for the excavation and disposal of contaminated backfill and over-excavation; per cubic yard for clean backfill; per square foot for concrete replacement; and lump sum in the payment period following the acceptance of the Closure Report by LDEQ.

7.11 UST Removal – Contingency

The UST Removal – Contingency payment item shall include all activities and resources necessary to empty, clean vapor free and dispose of any additional unregistered, or unknown tanks which may be discovered during closure activities. Payment shall be made in a lump sum per tank basis in the payment period following the completion of this task and approval by LDEQ.

7.12 UST Removal – Contingency - Excavation and Disposal of Contaminated Backfill and Surrounding Contaminated Soil, Backfill of Excavated Tank Hold, and Surface Completion

The Excavation and Disposal of Contaminated Backfill and Surrounding Contaminated Soil, Backfill of Excavated Tank Hold, and Surface Completion payment item shall include all activities and resources necessary to perform this task. Payment shall be made per ton for the excavation and disposal of contaminated backfill and over-excavation; per cubic yard for clean backfill; and per square foot for concrete replacement.

7.13 Quarterly Groundwater Monitoring and Reports

Work included in this section shall include all activities and resources necessary for providing quarterly monitoring from all groundwater monitoring wells. Payment shall be made following submission and approval of each Quarterly Groundwater Monitoring Report. The cost estimate for quarterly groundwater monitoring shall be based on a twelve (12) month time period.

7.14 Emergency/Interim Corrective Action (see schedule of prices)

Work included in this section shall include all activities and resources necessary for providing emergency/interim corrective action. Payment shall be made following submission and approval of the emergency/interim corrective action results submitted within the Quarterly Groundwater Monitoring Report. The cost estimate for Emergency/Interim Corrective Action shall be based on a twelve (12) month time period.

7.15 Monitoring/Recovery Well Plugging and Abandonment

Work included in this section shall include all activities and resources necessary for plugging and abandonment of eight (8) existing monitoring wells. Payment shall be made on a per well

basis and following submission and approval of the Monitoring Well Plugging and Abandonment Report.

7.16 Attendance at Public Meetings

The Attendance at Public Meetings payment item shall include all activities and resources necessary for the performance of this task. Payment shall be made for the actual number of hours worked in accordance with the hourly rates provided in the Schedule of Prices (Attachment 4). LDEQ does not guarantee performance of the maximum number of hours.

Travel and mileage for attendance at public meetings, as requested by LDEQ, shall be reimbursed in accordance with the Division of Administration State General Travel Regulations within the limits established for State Employees. These limits are defined in the most current version of Division of Administration Policy and Procedure Memorandum No. 49 (www.doa.louisiana.gov/osp/travel/traveloffice.htm). Travel time will be reimbursed according to the hourly rate as listed in the Schedule of Prices, Attachment 4. Payment shall be made as a lump sum upon submission of supporting documentation (timesheets, mileage reports and receipts).

7.17 Litigation Support

The Litigation Support payment item shall include all activities and resources necessary for the performance of this task. Payment shall be made for the actual number of hours worked in accordance with the hourly rates provided in the Schedule of Prices (Attachment 4). LDEQ does not guarantee performance of the maximum number of hours.

Travel and mileage for litigation support, as requested by LDEQ, shall be reimbursed in accordance with the Division of Administration State General Travel Regulations within the limits established for State Employees. These limits are defined in the most current version of Division of Administration Policy and Procedure Memorandum No. 49 (www.doa.louisiana.gov/osp/travel/traveloffice.htm). Travel time will be reimbursed according to the hourly rate as listed in the Schedule of Prices, Attachment 4. Payment shall be made as a lump sum upon submission of supporting documentation (timesheets, mileage reports and receipts).

ATTACHMENT 3. EXPERIENCE TABLE

“Abandoned Underground Storage Tank Closure and Site Investigation Whitney Food Store”

(Enlarge or duplicate table as necessary)

Client Name and Address	Contact Person and Telephone Number	Project Title and Contract Number	Dates of Project/ Dollar Amount of Contract	Description of Project

**ATTACHMENT 4
SCHEDULE OF PRICES**

**“Abandoned Underground Storage Tank Site Investigation”
Whitney Food Store, 1600 Newton St, Algiers, LA; Orleans Parish
Louisiana Department of Environmental Quality**

Line Item No.	Pay Item Description	Payment Unit	No. of Units	Unit Rate	Line Total
1	Commencement Conference [SOW, Section 3.1]	Lump Sum	1		
2	Site Access, Collection of Background Information, and Site Assessment and Reconnaissance [SOW, Section 3.2]	Lump sum	1		
3	Project Planning for Site Investigation [SOW, Section 3.3]	Lump sum	1		
4	Implementation of Site Investigation Work Plan, Evaluation and Interpretation of Data [SOW, Section 3.4 (1) - (2)]	Lump sum	1		
5	Site Investigation/RECAP Report [SOW, Section 3.4(3)]	Lump sum	1		
6	Additional Site Investigation - Project Planning [SOW, Section 3.4 (4)]	Lump sum	1		
7	Additional Site Investigation - Site Investigation Implementation, Data Evaluation & Interpretation [SOW, Section 3.4 (4)]	Lump sum	1		
8	Additional Site Investigation - Site Investigation Report [SOW, Section 3.4(4)]	Lump sum	1		
9	UST Removal and Closure Sampling and Analysis [SOW, Section 3.5 (1) – (3)]	Lump sum	1		
10	Excavation and Disposal of Contaminated Backfill and Over-Excavation [SOW, Section 3.5 (4)(a)]	Ton	800		
11	Clean Backfill [SOW, Section 3.5 (4)(b)]	Cubic Yard	800		
12	Concrete Replacement [SOW, Section 3.5 (4)(c)]	Sq Ft	800		
13	Closure Report [SOW, Section 3.5 (5)]	Lump Sum	1		
14	UST Removal – Contingency [SOW, Section 3.6]	Per Tank	3		

15	UST Removal – Contingency Excavation and Disposal of Contaminated Backfill and Over-Excavation [SOW, Section 3.7(a)]	Ton	800		
16	UST Removal – Contingency Clean Backfill [SOW, Section 3.7(b)]	Cubic yards	800		
17	UST Removal – Contingency Concrete Replacement [SOW, Section 3.7(c)]	Sq Ft	800		
18	Quarterly Groundwater Monitoring & Reports [SOW, Section 3.8]	Quarterly	4		
19	Emergency/Interim Corrective Action [SOW, Section 3.9]	Per 8 Hour Vacuum Event	8		
20	Emergency/Interim Corrective Action (Quarterly Groundwater Monitoring) [SOW, Section 3.9]	Quarterly	4		
21	Monitoring/Recovery Well Plugging and Abandonment (existing wells) [SOW, Section 3.10]	Per Well	8		
22	Attendance at public meetings [SOW, Section 3.11]	Hour			
23	Travel time for Attendance at Public Meetings [SOW, Section 7.12]	Hour			
24	Litigation Support [SOW, Section 3.12]	Hour			
25	Travel time for Litigation Support [SOW, Section 7.13]	Hour			
TOTAL PRICE					

- Unit rates for lines 1 – 21 shall include all direct costs (labor, supplies, equipment, incidentals and expendables, duplication/copying, communications, shipping and handling, taxes, etc.), all indirect costs (fringes, overhead, general and administrative costs), travel expenses and profit.
- Unit rates for lines 22 - 25 shall include all direct costs (labor, supplies, equipment, incidentals and expendables, duplication/copying, communications, shipping and handling, taxes, etc.), all indirect costs (fringes, overhead, general and administrative costs) and profit. Personnel travel expenses and mileage, as required by LDEQ, shall be reimbursed separately according to the State General Travel Regulations upon presentation of required documentation and shall constitute part of the maximum payable under the contract. Travel time shall be reimbursed in accordance with the hourly rate provided in the Schedule of Prices.

***ALL BLANKS MUST BE COMPLETED**

Exhibit A
Access Site

Driving Directions to Whitney Foods, 1600 Newton St., Algiers, LA

From Baton Rouge:

From take I-10 E toward New Orleans for approximately 79 miles, staying right on I-10 at the I-10/I-610 split. Take a slight right at Pontchartrain Expressway E (signs for US-90/90 Bus/Claiborne Ave.). Take exit 9B for Gen Degaulle Dr. toward State Hwy. 428 W. Take a slight right at General Degaulle Dr. Turn right at LB Landry Ave./Whitney Ave. The site will be on the left at the intersection of LB Landry Ave./Whitney Ave. and Newton St.

EXHIBIT B. ACCESS AGREEMENT

I, _____ owner/operator of _____
an underground storage tank system located at _____,
Parish of _____, Louisiana do hereby grant to the Louisiana Department
of Environmental Quality and it's designated personnel, agents, assigns and/or contractors,
permission to enter onto the premises located at _____ known as
_____ for any and all purposes necessary to assess the site for
damage and the possibility of releases of the contents of the underground storage tank(s) located
at the site. It is understood that the Louisiana Department of Environmental Quality and it's
designated personnel, agents, assigns and/or contractors will conduct operations consisting of,
but not limited to, visual inspection, well sampling, well drilling, "push" sampling or other
sampling, well drilling, etc., for purposes of determining if there has been a release of petroleum
constituents or fractions thereof, or of other regulated substances from the underground storage
tank system located on site. Should a release be detected, the Louisiana Department of
Environmental Quality and it's designated personnel, agents, assigns and/or contractors are
hereby authorized to take any and all action necessary to remediate the contamination.

So agreed to on _____ day, _____ month, 2009, in
_____ Parish, State of Louisiana.

(Name of Responsible Party-Owner/Operator)

EXHIBIT C. RECAP INPUT PARAMETER FORM
(To be completed for all Eligible Motor Fuels Underground Storage Tank Trust Fund Sites)

Agency Interest Name	
AI#	
Facility Owner Name	
Facility Owner Address	
Response Action Contractor	
Contact Name/Phone # of Response Action Contractor	
Input Parameters	
Source Size – List Sd, L, & Sw (If L and Sw are greater than 30' X 30', provide justification, including a site map with boring/well locations, UST system features, and tables showing contaminated soil intervals and the zone of groundwater fluctuation)	Sd: L: Sw:
Groundwater Classification	<input type="checkbox"/> GW-1 <input type="checkbox"/> GW-2 <input type="checkbox"/> GW-3 _{DW} <input type="checkbox"/> GW3 _{NDW}
Identify the methodology used to determine groundwater classification	<input type="checkbox"/> Hydraulic Conductivity <input type="checkbox"/> Slug Test <input type="checkbox"/> Pump Test
Describe Other Methods Used For GW Classification (e.g., DOTD water well survey):	
Dilution Factor Applied (include map depicting the MO-1/Appendix I Point of Exposure)	MO-1: Appendix I:
% Organic Matter/Fractional Organic Carbon (foc) Content	
List all borings and monitoring wells subject to enclosed structure (es) RECAP standards (if applicable). Please attach a scaled site map designating es borings and wells.	
THE FOLLOWING SECTIONS WILL BE COMPLETED BY THE LDEQ TEAM LEADER	
Name of LDEQ Team Leader:	
Signature of LDEQ Team Leader:	
Date Input Parameter Form Approved:	
Site Investigation/RECAP Evaluation Report Due Date:	

**EXHIBIT D.
HOLD HARMLESS AND INDEMNIFICATION AGREEMENT
CONTRACTOR SITE VISIT**

**“Abandoned Underground Storage Tank Closure and
Site Investigation – Whitney Food Store”
Louisiana Department of Environmental Quality**

The undersigned company hereby agrees to indemnify and save harmless the State of Louisiana, and its officials, employees, and agents from any and all liabilities, claims and demands for damages, injuries, death, or losses or costs or expenses of any kind resulting from or arising out of or claimed to result from or arise out of the undersigned companies’ employee(s) site visit and/or walk-through at the Whitney Food Store Site.

The undersigned company hereby agrees to defend any claim or suit which may arise from the foregoing and to pay all attorney fees and costs thereof.

Know all persons that the undersigned hereby consents and agrees to be bound by the terms of this Hold Harmless and Indemnification Agreement.

Company: _____ Date: _____

Address: _____

Telephone No. _____

Facsimile No. _____

By: _____

Title: _____

WITNESSES:

ATTACHMENT 5. SAMPLE LDEQ CONTRACT
“Abandoned Underground Storage Tank Site Investigation”
Whitney Food Store, 1600 Newton St, Algiers, LA; Orleans Parish

The contract offered to the successful proposer will have the following form and content:

THIS CONTRACT, made and entered into this _____ day of _____, 2009, by and between the Department of Environmental Quality of the State of Louisiana, hereinafter referred to as “LDEQ” or “the Department”, and _____, officially domiciled at _____, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, LDEQ desires to retain the Contractor to provide technical information and professional expertise as hereinafter described; and

WHEREAS, a fee for the services to be provided by the Contractor pursuant to this contract has been mutually agreed upon by all parties;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

LDEQ hereby contracts and retains the Contractor who agrees to proceed, after proper notice and receipt of written authorization by LDEQ, with all services necessary to the performance, in proper sequence and in the time specified, of the items of work for the project as hereinafter set forth.

1. PROJECT IDENTITY

This contract will be identified as **“Abandoned Underground Storage Tank Site Investigation” Whitney Food Store, 1600 Newton St, Algiers, LA; Orleans Parish** with the Contract Number assigned as set forth above. All invoices and other correspondence submitted to LDEQ in connection with this contract shall be identified by this Contract Number.

2. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

This contract, together with the Request for Proposals (the RFP) and addenda issued thereto by LDEQ, the proposal submitted by the Contractor in response to LDEQ’s RFP (the Proposal), and any exhibits specifically incorporated therein by reference constitutes the entire agreement between the parties with respect to subject matter.

This contract shall, to the extent possible, be construed to give effect to all provisions contained therein. However, where provisions are in conflict, first priority shall be given to the provisions of the contract excluding the RFP and the Proposal; second priority shall be given to the provisions of the RFP and amendments thereto; and third priority shall be given to the provisions of the Proposal.

3. CONTRACT TERM

The term for the fulfillment of services to be performed pursuant to this contract shall be from *DATE* through *DATE*. This period shall be known as the base contract. LDEQ reserves the right to, at its discretion and at any time during the term of the contract, renew the contract for one or more periods. However, the sum of the base contract and all extensions shall not exceed thirty-six (36) months. All term extensions shall be made by written amendment and approved by the Division of Administration, Office of Contractual Review. All extensions shall include the same payment terms and conditions as the base contract and shall be contingent upon funding by the Louisiana State Legislature.

4. RESPONSE ACTION CONTRACTOR REQUIREMENTS

The Contractor must appear on the approved current Response Action Contractor (RAC) listing or must meet the minimum qualification requirements of a RAC, as defined in LAC 33:XI.1205.A. The Contractor must maintain the minimum qualification requirements of a RAC throughout the duration of this contract. Failure to maintain the required qualifications, or promptly correct any lapse, may be considered as a failure to perform within the terms of this contract.

5. SCOPE OF SERVICES

The Contractor shall provide the necessary personnel, materials, and services to perform the work as set forth in and Appendix A, Contractor's Proposal, and Appendix B, RFP Attachment 2, Statement of Work, attached hereto and made a part hereof.

6. NOTICE TO PROCEED

The Contractor shall proceed with the work only after receipt of an executed contract which has been approved by the Division of Administration, Office of Contractual Review and participation in a post-award conference to be scheduled by LDEQ at its offices.

7. COMPENSATION

The amount which LDEQ agrees to pay and the Contractor agrees to accept for satisfactory completion of the services to be rendered pursuant to this contract shall not exceed a total sum of _____. The prices resulting from the RFP process shall form the basis of payment, and shall remain in effect for the duration of the contract. Work performed by the Contractor during the term of the contract shall be paid at the unit rates listed in the Schedule of Prices. Travel and other allowable costs shall constitute part of the maximum payable under the terms of this contract.

LDEQ will pay the Contractor only for actual work performed, LDEQ does not guarantee a maximum payment amount to be earned by the Contractor. LDEQ will reject any and all claims from the Contractor for damages, anticipated profits, or other related causes resulting from any difference between the amount paid for work actually performed and the maximum price of the contract.

The Contractor shall not perform out-of-scope work not authorized by written amendment prior to the expiration date of the contract. Any out-of-scope work performed by the Contractor without written authorization from LDEQ in the form of an approved contract amendment shall not entitle the contractor to any compensation for any corresponding effort. Verbal directives from any employee of LDEQ that would result in the performance of out-of-scope work shall carry no authority.

Any increases to the maximum amount shall be made by written amendment, approved by the Division of Administration, Office of Contractual Review and shall be contingent upon funding by the Louisiana State Legislature.

8. FISCAL FUNDING

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

9. LDEQ OBJECTIVES, MONITORING PLAN, AND PERFORMANCE MEASURES

As required by R.S. 39:1498(7) and (8), LDEQ provides the following information:

- a. The goal of this contract is to provide closure of abandoned motor fuel underground storage tanks (USTs) and assessment and remediation of property contaminated by abandoned motor fuel underground storage tanks. The objectives to be achieved through this contract in order to attain this goal include providing LDEQ with:
 - (1) Site access, Collection of Background Information, and Site Assessment and Reconnaissance;
 - (2) UST Removal;
 - (3) Project Planning for Site Investigation;
 - (4) Implementation of Site Investigation Work Plan, Evaluation and Interpretation of Data and Site Investigation Report; and
 - (5) Emergency/Interim Corrective Action.
- b. LDEQ will monitor the progress of the Contractor during the contract by:
 - (1) designating LDEQ staff to act as the Project and Contract Managers;
 - (2) meeting with the Contractor as necessary to provide guidance or answer questions;
 - (3) ensuring that deliverables are submitted within the time frame of the contract;
 - (4) reviewing, requiring correction as necessary, and approving all deliverables and submittals; and
 - (5) requiring Monthly Progress Reports.
- c. LDEQ will measure the successful performance of the Contractor by reviewing and evaluating the acceptability of all deliverables and submittals.

10. INVOICING AND PAYMENT

a. Payment:

Payment to the Contractor for services rendered and/or hours worked shall be made according to the rates provided in the contract Schedule of Prices for the actual work and/or hours accepted as completed by LDEQ. The rates included in the contract Schedule of Prices shall be applied for the term of the contract. Payment for work performed under this contract shall not exceed the agreed contract amount.

The unit rate for line items 1-21 in the contract Schedule of Prices shall include all associated direct costs (labor, supplies, equipment, incidentals and expendables, duplication/copying, communications, postage, shipping and handling, transportation, taxes, etc.), all indirect costs (fringes, overheads, general and administrative costs), travel and profit.

The unit rate for line items 22-25 in the contract Schedule of Prices shall include all direct costs (labor, supplies, equipment, incidentals and expendables, duplication/copying, communications, shipping and handling, taxes, etc.), all indirect costs (fringes, overhead, general and administrative costs) and profit. Personnel travel expenses and mileage, as required by LDEQ, shall be reimbursed separately according to the State General Travel Regulations upon presentation of required documentation and shall constitute part of the maximum payable under the contract. Travel time shall be reimbursed in accordance with the hourly rate provided in the Schedule of Prices.

No payment shall be owed or made for analytical work or data generated by a commercial laboratory as defined in LAC 33:I.4503 that is not accredited by the Department's Environmental Laboratory Accreditation Program at the time the work is done and the data is generated. No payment shall be owed or made for analytical work or data generated by a laboratory other than a commercial laboratory as defined in LAC 33:I.4503 that does not meet at a minimum the quality systems requirements found in LAC 33:I. Chapter 53 and in Chapter 5 of the 2003 NELAC Standards at the time the work is done and the data is generated. No payment shall be owed or made for any analytical data that is not submitted in a format approved by the DEQ project manager and that meets the requirements of LAC 33:I.5313 and the 2003 NELAC Standards.

b. Payment procedure:

Invoices shall be submitted within fourteen (14) calendar days of the last day of the preceding month. Payment shall be made for line items 1, 2, 3 and 7-18 in the payment period following the acceptance of the respective task by LDEQ in accordance with the unit rate provided in the contract Schedule of Prices. A Progress Report that clearly supports the Contractor's request for payment for the corresponding billing must be included with each invoice.

Payment shall be made as monthly progress payments for line items 4, 5, and 6. Invoices shall be based upon the actual amount of work completed during the billing period or for work with performance periods of more than thirty (30) days, progress payments may be made at the discretion of LDEQ.

Each invoice must include:

- (1) the contract number;
- (2) the name and address of the Contractor;
- (3) an itemized list of the work completed during the billing period;
- (4) the total amount requested;
- (5) the balance remaining in the contract; and
- (6) supporting documentation.

The invoice shall be signed by the Contractor's Project Manager. One original and one copy shall be directed to Louisiana Department of Environmental Quality, Financial Services Division, P. O. Box 4303, Baton Rouge, LA 70821-4303.

Payments will be made within approximately thirty (30) days after receipt of a correct invoice, receipt and acceptance of all related deliverables and submittals, and approval of the invoice for payment by LDEQ.

c. Reporting Requirements:

The Contractor shall submit all required reports (see Attachment 2, Statement of Work). Additionally, the Contractor shall submit Monthly Progress Reports that clearly support the Contractor's request for payment for the corresponding billing period.

11. DELIVERABLES

The Contractor shall provide to LDEQ the items specified in Attachment 2, Statement of Work, as products of the services rendered under this contract. LDEQ reserves the right to reject any deliverable that is unsatisfactory. The Contractor shall correct any omissions or errors and resubmit the deliverable.

12. CORRECTION OF DEFICIENT WORK

If required by LDEQ, prior to payment, the Contractor shall promptly, without cost to LDEQ, correct any deficient work performed by him or his subcontractors. Deficient work is defined as work that is (a) unsatisfactory, faulty, or defective, or (b) does not conform to the requirements of the contract documents. If the Contractor does not correct such deficient work within the time specified by LDEQ, LDEQ may have the deficiency corrected by a separate party. All direct and indirect costs for such correction shall be paid by the Contractor. If corrections made to deficient work interfere with any other LDEQ work by other parties, the Contractor shall also bear the expenses caused by that interference.

13. RELEASE OF INFORMATION

The Contractor shall not provide information generated or otherwise obtained in the performance of the Contractor's responsibilities under this contract to any party other than LDEQ or their authorized agents for the life of the contract and for a period of three (3) years after completion of this contract. The Contractor shall not publish, permit to be published, or distribute, use, or disclose to anyone for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of LDEQ.

14. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this contract, all data collected by the Contractor and all documents, notes, and files collected or prepared specifically in connection with this work, except the Contractor's personnel and administrative files, shall become and be the property of LDEQ and LDEQ shall not be restricted in any way whatever in its use of such material. In addition, at any time during the contract period, LDEQ shall have the right to require the Contractor to furnish copies of any or all data and all documents, notes, and files collected or prepared by the Contractor specifically in connection with this contract within five (5) days of receipt of written notice issued by LDEQ.

15. SUBSTITUTION OF PERSONNEL

If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitute shall meet or exceed the requirements stated herein. A detailed résumé of the individual's qualifications and a written justification for the change must be submitted to LDEQ for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

16. CONTRACTOR'S INSURANCE

The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, or employees. The cost of such insurance shall be included in the Contractor's prices and shall not be separately billed.

a. Minimum Scope of Insurance

Coverage shall be at least as broad as:

(1) Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001). **"Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause."**

(2) Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability and endorsement CA 0025 or CA 00011293. The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.

(3) Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

b. Minimum Limits of Insurance

The Contractor shall maintain limits no less than:

- (1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
- (3) Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage.

c. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by LDEQ. At the option of LDEQ, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects LDEQ, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

d. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- (1) General Liability and Automobile Liability Coverages
 - (a) LDEQ, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to LDEQ, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.
 - (b) Any failure to comply with reporting provisions of the policy shall not affect coverage provided to LDEQ, its officers, officials, employees, Boards and Commissions or volunteers.
 - (c) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against LDEQ, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for LDEQ.

The Contractor shall not be reimbursed for liabilities that were caused by the conduct of the Contractor (including any conduct of its directors, managers, staff, representatives or employees) which was grossly negligent, constituted intentional misconduct, or demonstrated a lack of good faith. Furthermore, the Contractor shall not be indemnified for liability arising under strict tort liability or any other basis of liability other than negligence.

(3) All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to LDEQ.

e. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A:VI or higher. This rating requirement may be waived for workers' compensation coverage only.

f. Verification of Coverage

The Contractor shall furnish LDEQ with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf, and must include the Contractor's name, the LDEQ contract number, the effective dates of the policy, and the level of coverage. The certificates must be received and approved by LDEQ before the Notice to Proceed will be issued and work commences. LDEQ reserves the right to require complete, certified copies of all required insurance policies, at any time.

An original and one (1) copy of each certificate (and policies when required) shall be sent to the attention of:

Lisa Miller
Contracts and Grants Division
Louisiana Department of Environmental Quality
P.O. Box 4303
Baton Rouge, LA 70821-4303

17. INDEMNIFICATION AGREEMENT

The Contractor shall complete and return to LDEQ a signed Indemnification Agreement (Attachment 6), along with the insurance certificates required in “Contractor’s Insurance” above.

18. ASSIGNABILITY

The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of LDEQ thereto; provided, however, that all claims for money due or to become due to the Contractor under this contract may be assigned to its bank, trust company, or other financial institution without such approval. Notice of any such assignment of transfer shall be furnished promptly to LDEQ.

19. SUCCESSORS AND ASSIGNS

This contract shall be binding upon the successors and assigns of the respective parties hereto.

20. CLAIMS FOR LIENS

The Contractor shall be solely liable for and shall hold LDEQ harmless from any and all claims or liens for labor, services or material furnished to the Contractor in connection with the performance of its obligations under this contract.

21. COMPLIANCE WITH LAWS

The Contractor and its employees, subcontractors, and agents shall comply with all applicable Federal, State and Local laws and ordinances, in carrying out the provisions of this contract.

22. TAX RESPONSIBILITY

The Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this contract shall be the Contractor's obligation and shall be identified under Tax Identification Number _____.

23. EMPLOYMENT OF STATE PERSONNEL

In accordance with LSA-R.S. 39:1498.(4) and 1498.2, the Contractor certifies that it has not employed and will not employ any person to engage in the performance of this contract who is currently an employee of the State of Louisiana.

24. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, LDEQ shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

25. RECORDS

The State, through the Legislative Auditor, and/or the Office of the Governor, Division of Administration, the LDEQ Internal Audit Section, or any of their duly authorized representatives, shall be entitled to audit the books, documents, papers, and records of the Contractor and any subcontractors which are reasonably related to this contract.

The Contractor and its subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred. All such materials shall be made available at their respective offices at all reasonable times during the contract period and for three (3) years from date of final payment under this contract for inspection by LDEQ and/or Legislative Auditor. Copies thereof shall be furnished if requested.

26. ANTI-DISCRIMINATION

The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation or disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

27. CODE OF ETHICS FOR STATE EMPLOYEES

Contractors may, in certain circumstances, be deemed "public employees" as interpreted by the Louisiana Commission of Ethics for Public Employees. The Contractor shall be responsible for determining that there will be no conflict or violation of the Ethics Code. By signing this contract, the company official certifies that there is no conflict or violation of the Ethics Code.

28. REMEDIES

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA-R.S. 39:1524 through 1526.

29. TERMINATION OF CONTRACT FOR CAUSE

The Department may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the Department shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Department may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice.

The Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Department shall be relieved of liability for costs for any undelivered work as of the effective date of termination and shall be entitled to repayment for any progress payments made on undelivered work.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Department for damages sustained by the Department by virtue of any breach of the contract by the Contractor, and the Department may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Department from the Contractor is determined.

30. TERMINATION FOR THE CONVENIENCE OF THE DEPARTMENT:

The Department may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor. If the Contract is terminated by the Department, as provided herein, the Contractor shall promptly submit a statement showing in detail the actual services performed to date of termination. The Contractor shall then be paid the proportion of the total contract amount which bears the same ratio as the services completed bears to the total scope of services called for in this agreement, less payments of compensation previously made for allowable costs, including non-cancelable commitments.

31. LABORATORY ACCREDITATION:

In accordance with LAC 33:I.4501, any commercial laboratory (as defined in LAC 33:I.4503) shall be accredited by the Department's Environmental Laboratory Accreditation Program prior to commencing analytical work. Each such laboratory must be certified for the method/matrix/analytes necessary to perform the analytical work required. The Department shall not accept analytical data generated by any commercial laboratory that is not accredited by the Department's Environmental Laboratory Accreditation Program in accordance with LAC 33:I.4501 through 5913. All analytical data must be submitted in a format approved by the DEQ project manager and shall meet the requirements of LAC 33:I.5313 and the 2003 NELAC Standards.

Any laboratory other than a commercial laboratory (as defined in LAC 33:I.4503) shall meet at a minimum the quality systems requirements found in LAC 33:I.Chapter 53 and in Chapter 5 of the 2003 NELAC Standards. All analytical data must be submitted in a format approved by the DEQ project manager and meet the requirements of LAC 33:I.5313 and the 2003 NELAC Standards.

The Contractor agrees that the Department may at any time during the term of this Contract and without prior notice conduct on-site laboratory audits and/or assessments of any laboratory that performs analytical work or generates data submitted or to be submitted as required.

Analytical work shall not be performed by any subcontractor unless written Department approval has been obtained by the Contractor prior to subcontracting any part of the services specified. The Contractor shall submit requests for approval, accompanied by information (including but not limited to resumes) of proposed subcontractors to the project manager. The Contractor further agrees to guarantee and to require of any subcontractor that all services performed under any subcontract shall comply with all of the terms and conditions of this Contract.

32. FORCE MAJEURE

The Contractor or LDEQ shall be exempt from performance under the contract for any period that the Contractor or LDEQ is prevented from performing any services in whole or in part as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided the Contractor or LDEQ has prudently and promptly acted to make any and all corrective steps that the Contractor or LDEQ can promptly perform. Subject to this provision, such non-performance shall not be considered cause or grounds for termination of the contract.

33. AMENDMENTS

All changes to the contract price or term shall require amendment to the contract. No amendment shall be effective unless it is in writing, signed by duly authorized representatives of both parties, and approved by the Division of Administration, Office of Contractual Review. Verbal directives from any employee of LDEQ shall carry no authority, and shall not entitle the Contractor to any compensation for any corresponding effort.

LDEQ AND THE CONTRACTOR REPRESENT THAT THIS CONTRACT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESS:

**DEPARTMENT OF ENVIRONMENTAL
QUALITY:**

Vince Sagnibene
Undersecretary
Office of Management and Finance

Paul D. Miller, P.E.
Assistant Secretary
Office of Environmental Assessment

WITNESS:

CONTRACTOR

**ATTACHMENT 6
INDEMNIFICATION AGREEMENT**

_____ agrees to protect, defend, indemnify, save, and hold
(Contractor)
harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its
officers, agents, servants and employees, including volunteers, from and against any and all
claims, demands, expense and liability arising out of injury or death to any person or the damage,
loss or destruction of any property which may occur or in any way grow out of any act or
omission of _____, its agents, servants, and employees, or any and all
(Contractor)
costs, expense and/or attorney fees incurred by _____ as a result of
(Contractor)
any claim, demands, and/or causes of action except those claims, demands, and/or
causes of action arising out of the negligence of the State of Louisiana, all State Departments,
Agencies, Boards and Commissions, its agents, representatives, and/or employees.

_____ agrees to investigate, handle, respond to, provide defense for,
(Contractor)
and defend any such claim, demands, or suit at its sole expense and agrees to bear all other costs
and expenses related thereto, even if it (the claim, etc.) is groundless, false or fraudulent.

Accepted by: _____
Company Name

Signature

Title

Date accepted _____
Is the Certificate of Insurance attached? ____ Yes ____ No

Contract No. _____ for _____

Purpose of Contract: _____