EMERGENCY REQUEST FOR PROPOSALS

"Leaking Underground Storage Tank (LUST) Post-Hurricane Assessments"

Louisiana Department of Environmental Quality

LDEQ No: 5701-07-02

March 6, 2007

EMERGENCY REQUEST FOR PROPOSALS

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PART I. ADMINISTRATIVE INFORMATION

1.1 Request for Proposals

The Louisiana Department of Environmental Quality (LDEQ) is committed to protecting public health and the environment in Louisiana by assessing leaking underground storage tank (LUST) sites in areas affected by Hurricanes Katrina and Rita to identify problems and address the most immediate needs. LDEQ will use site assessments to verify releases and collect data in order to determine the need for additional assessment work or site remediation. Since many of these LUST sites require immediate attention, LDEQ requires the services of an experienced, qualified contractor to provide site assessments. This project and site selection will be under the direction of the Underground Storage Tank Division (USTD). LDEQ invites qualified parties to submit proposals for providing these services.

The Contractor who is selected to perform the work under this contract will be precluded from proposing on and performing any and all following phase work at these sites under contracts awarded by the LDEQ, as provided by federal post-hurricane grant funding.

1.2 Contract Term and Compensation

The term of the contract will begin approximately June 1, 2007 and end approximately May 31, 2008. Compensation for contract services will be based on the Schedule of Prices (see 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 this 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 Commissioner of the Division of Administration.

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 Questions and Answers

It is not intended that a pre-proposal conference be held. **Any and all questions regarding this package must be submitted in writing to the LDEQ Contracts and Grants Section by**

March 21, 2007. Do not contact other LDEQ program personnel with questions regarding this package. Questions may be mailed to:

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

or submitted by e-mail to: Laura.McDonald@la.gov

Questions will also be accepted by FAX at (225) 219-3823. Responses to these questions will be provided in writing to all potential proposers documented by LDEQ as recipients of this package.

1.5 Submission of Proposals

If you desire to submit a proposal, six (6) copies of the technical information presented in Section 3.2 Required Elements for Technical Proposal (Volume I), and one (1) copy of the financial information presented in Section 3.3 Required Elements for Financial Information (Volume II), must be received by the Louisiana Department of Environmental Quality (LDEQ), Contracts and Grants Division, **no later than 3:00 p.m. local time on or before April 10, 2007. Proposals, amendments, and any other information received after this date and time will not be considered.**

All proposals should be delivered to:

Laura McDonald, Contracts and Grants Division
Louisiana Department of Environmental Quality
602 N. Fifth Street, Room 931 (9th Floor)
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.

1.6 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.

1.7 Schedule Summary

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

Table 1. Schedule Summary.

Event	Date	Local Time
Deadline for LDEQ receipt of written questions from prospective proposers	March 21, 2007	4:00 p.m.
Proposal due date and time	April 10, 2007	3:00 p.m.
Oral presentations by proposers (if required)	To be scheduled	
Estimated award date	Approximately May 1, 2007	
Estimated initiation of the contract period	Approximately June 1, 2007	

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 28.)

2.4 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 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.

2.5 Insurance Requirements

Potential contractors are encouraged to carefully examine the insurance coverages that will be required by the contract. (See 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.

2.6 Proposal Costs

Proposers are responsible for all costs incurred for the preparation of their proposals. Proposals received in response to this package 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 package 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 this package. 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 Required 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 (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) (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 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 Attachment 2 (SOW).

3.2.5 Company Qualifications and Experience

Describe the company's qualifications and experience that are relevant to the proposed tasks listed in Attachment 2 (SOW). Experience will be considered relevant if prior projects major features include LUST site assessments. 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 December, 2003). 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

Consultants who are not employees of the proposer shall be treated as subcontractors. All subcontractors necessary to conduct the work must be identified on Attachment 1 (Proposal Cover Sheet). The proposer must provide a letter of agreement, a copy of a contract, or some other form of written commitment from any subcontractor who provides key personnel that are evaluated under Criterion 2, or company experience that is evaluated under Criterion 3. This commitment must demonstrate the subcontractor's

willingness to provide the listed personnel or 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.** 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.

3.3 Required Elements for Financial Information (Volume II)

In a separate volume, proposals shall include evidence demonstrating the proposer's company's capability to carry out this project. Proposers must submit, at a minimum :

(a) Financial Statements audited by an independent CPA for the past three years;

(b) notes to the Financial Statements; and

(c) the CPA's Audit Report for each year.

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

(a) Financial Statements audited by an independent CPA for each complete year in business and an interim Financial Statement compiled by an independent CPA for the current year;

(b) notes to the Financial Statements; and

(c) the CPA's Auditor Report for the corresponding Financial Statements.

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, LDEQ records obtained in response to this package 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 all mandatory requirements, as well as, 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);

(2) a Schedule of Prices (Part III, Section 3.2.7*)*; and

(3) the financial information required for Volume II (Part III, Section 3.3).

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 proposer with the highest rated proposal will be selected for award. The contract awarded is not valid until approved by the Commissioner of the Division of Administration. The Selection Committee will report its comments and recommendations to the LDEQ Secretary or his designee. The selection is subject to the approval of the Secretary of LDEQ or his designee and the Commissioner of the Division of Administration. 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.

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 (including subcontracted personnel as allowed) (Part III, Sections 3.2.4 and 3.2.6).

(3) 30% Qualifications and relevant experience of the proposer in providing LUST site assessments (Part III, Sections 3.2.5 and 3.2.6).

(4) 30% 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:

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

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. Written or oral discussions may be conducted with proposers who submit proposals determined to be reasonably susceptible of being selected for award. 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 by telephone no later than 3:00 PM, local time, on or before April 23, 2007. Presentations will be made by the selected proposers on April 25, 2007, at a time assigned by LDEQ.

If oral presentations are held, LDEQ will calculate a total score by weighing the written proposal (RFP Section 4.2) at 80% and weighing the oral presentation at 20%.

The same Selection Committee that evaluated written proosals will evaluate and rank all oral presentations according to the following weighted criteria:

(1) 20% Merit of the proposer's Scope of Services and overall quality of the proposal .

(2) 20% Qualifications and relevant experience of the proposer's key personnel assigned to the project (including subcontracted personnel as allowed).

(3) 30% Qualifications and relevant experience of the proposer in providing LUST site assessments.

(4) 30% Price.

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 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 this package, LDEQ estimates that the contract will be awarded by approximately May 1, 2007, 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 Laura McDonald at (225) 219-3820, or by writing to:

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

Attachments to this package:

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

Exhibits to this package:

(A) Access Agreement
(B) General Site Assessment Form
(C) Standard Operating Procedures for Compliance Evaluation Inspection Conducted by Office of Environmental Compliance/Surveillance Personnel
(D) Compliance Inspection Report
(E) Field Interview Form
(F) General System Assessment Form
(G) April 25, 2005 Memorandum (Determination of Groundwater Classification)
(H) Weekly Progress Report

ATTACHMENT 1. PROPOSAL COVER SHEET

LDEQ Number: 5701-07-02 **Amount of Proposal**: _____

Project Title: "Leaking Underground Storage Tank (LUST) Post-Hurricane Assessments"

Proposer:

Company Name: _____

Company Address: _____

_____

Proposer's Contact Person:

Name _____ Title _____

Address: _____

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

Subcontractors (add lines as necessary):

Name	Written commitment attached (Y/N)
_____	_____
_____	_____

I hereby certify that:

1. This proposal will remain in effect for at least ninety (90) days from April 10, 2007.

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 (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

"Leaking Underground Storage Tank (LUST) Post-Hurricane Assessments"
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 assessing leaking underground storage tank (LUST) sites in areas affected by Hurricanes Katrina and Rita to identify problems and address the most immediate needs. LDEQ will use site assessments to verify releases and collect data in order to determine the need for additional assessment work or site remediation. Since many of these LUST sites require immediate attention, LDEQ requires the services of an experienced, qualified contractor to provide site assessments. This project and site selection will be under the direction of the Underground Storage Tank Division (USTD).

The Contractor who is selected to perform the work under this contract will be precluded from proposing on and performing any and all following phase work at these sites under contracts awarded by the LDEQ, as provided by federal post-hurricane grant funding.

2.0 BACKGROUND INFORMATION

Hurricanes Katrina and Rita which struck coastal areas of Louisiana in the fall of 2005, caused damage to Underground Storage Tank (UST) sites in the impacted areas ranging from minor to total destruction. To date, the environmental status of many of the sites is yet to be determined. Visual inspections of the sites have been made by both the U. S. Environmental Protection Agency (EPA) and LDEQ to identify immediate problems. The true status of the USTs is unknown. It is essential that the hurricane damaged USTs are assessed in order to eliminate any current problems, as well as, preclude future problems.

UST facilities (in the eleven hurricane impacted parishes of Calcasieu, Cameron, Iberia, Jefferson, Jefferson Davis, Orleans, Plaquemines, St Bernard, St. Mary, St. Tammany and Vermillion) that are out-of-operation and not capable of dispensing fuel due to wind or flood damage will be evaluated to determine if there has been a hydrocarbon release to soil, groundwater or surface water, including a determination of the need for remedial action.

There are sixty-one (61) facilities in the Southeast Region and nineteen (19) facilities in the Southwest Region which will require general site assessment, general underground storage tank system assessment, compliance evaluation inspections and general system assessment. However, LDEQ reserves the right to add additional facilities as necessary.

Southeast Region UST Facilities (Damaged Totals)	
Parish	**Current Damaged Total**
Orleans	25
Jefferson	2
St. Tammany	4
St. Bernard	16
Plaquemines	14
TOTAL	**61**
Southwest Region UST Facilities (Damaged Totals)	
Parish	**Current Damaged Total**
Calcasieu	5
Cameron	11
Jefferson Davis	2
Vermillion	1
TOTAL	**19**

3.0 CONTRACTOR TASKS

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 and LDEQ to discuss the commencement of the project and answer any questions regarding the project. 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 Assessments

The Contractor shall conduct assessments in accordance with the following tasks:

(A) Site Access

The Contractor shall:

(1) perform a records review to determine the owner/operator of each site;

(2) obtain owner/operator signature on Exhibit A, Access Agreement, prior to performing any site fieldwork;

(3) in the event that the owner/operator cannot be located, the Contractor must inform LDEQ in writing within forty-eight (48) hours; LDEQ will direct the Contractor after notification has been made; and

(4) for each facility submit an original and two (2) copies of Exhibit A, Access Agreement, for review and approval by the LDEQ Project Manager.

(B) General Site Assessment (applies to all damaged facilities)

The Contractor shall determine the presence of Phase Separated Hydrocarbons (PSH) or Hydrocarbon Vapors by:

(1) gauging Groundwater (GW) Monitoring Wells and Release Detection Devices (RDDs) for PSH:

(a) for monitoring wells, the depth to groundwater and total depth of the wells shall be measured;

(b) if a non-aqueous phase liquid of known composition is encountered, the layer thickness shall be measured and reported;

(c) if a non-aqueous phase liquid of unknown composition is encountered, the layer thickness shall be measured and then sampled and analyzed to assist in the identification of the release source **[Risk Evaluation/Corrective Action Program (RECAP) Appendix B, B2.5.4]**;

The Contractor shall analyze the samples collected and notify the LDEQ Project Manager in writing so that he or she can take corrective action as necessary.

Sample analysis must be performed by a laboratory provided by the Contractor in accordance with applicable state and federal regulations.

All laboratory analysis required for this contract will be performed by a LDEQ Accredited Laboratory (LAC 33:I. 4501 through 5701). Information regarding the LDEQ Louisiana Environmental Laboratory Accreditation Program (LELAP) can be found at:

http://www.deq.state.la.us/index.htm; and

(d) at sites where the assessments indicate the presence of PSH, the Contractor must remove free product to the maximum extent practicable in accordance with **LAC 33:XI.715.E and submit recovery plans for review and approval by the LDEQ Project Manager.**

Suspected releases must be reported by the Contractor in the manner provided in **LAC 33: I.3923** within twenty-four (24) hours after becoming aware of the occurrence or emergency condition.

(2) visually inspecting the site, storm drains, sewers and surrounding area for PSH and screen using an organic vapor analyzer. Suspected releases must be reported by the Contractor in the manner provided in **LAC 33: I.3923** within twenty (24) hours after becoming aware of the occurrence or emergency condition; and

(3) for each facility submit an original and two (2) copies of Exhibit B, General Site Assessment Form, for review and approval by the LDEQ Project Manager.

(C) General Underground Storage Tank System Assessment and Compliance Evaluation Inspections (CEIs)

The Contractor shall:

(1) perform underground storage tank CEIs as outlined in "Standard Operating Procedures for Compliance Evaluation Inspection Conducted by Office of Environmental Compliance/Surveillance Personnel" (Exhibit C) or;

(2) perform each underground storage tank compliance evaluation inspection to include, but not be limited to, the pre-inspection file review, the inspection, the preparation and submittal of a site-specific final report for each inspection, including revisions as directed by LDEQ. These tasks are outlined below:

(a) File Review
Prior to performance of the CEI, the Contractor shall conduct a pre-inspection file review. Files can be obtained electronically through LDEQ's Electronic Data Management System (EDMS), LDEQ will arrange access. Information to be obtained includes, but is not limited to, facility location, facility contact information, UST registration and technical requirements information, UST repair or upgrade information, prior compliance history and prior releases.

(b) Facility Record Review
The Contractor shall conduct the records review before the visual observation of the UST system and shall determine if required records are present and being properly maintained for compliance, completeness, accuracy and retention times, and request copies of records necessary to support any area of concern noted. Records which may be inspected include, but are not limited to, correspondence between the facility and LDEQ, release detection records, cathodic protection records, maintenance records, testing or monitoring results, historical data kept

onsite, required reports and records of corrective actions taken since the last inspection (if applicable).

(c) Facility Contact

The Contractor shall make contact with the facility's responsible party in advance of the inspection date to provide the facility adequate time to compile the required paperwork for review. The following are examples of the required paperwork which needs to be available: LDEQ registration forms, type of equipment at the facility, monthly release detection records, corrosion protection records, any tank, line and leak detector test results, any UST system repair, upgrade or modification records, etc.

(d) Facility Inspection

The Contractor shall determine the following information during each UST compliance evaluation inspection. The bulleted list below is intended as an overview/summary of the process. The Compliance Inspection Report (Exhibit D) includes complete details of requirements for inspections.

- Number, construction and size of all underground storage tanks at the facility;
- Construction of piping, system type (suction or pressurized);
- Visual inspection of all equipment, including but not limited to, submersible pumps, line leak detectors, check valves, containment sumps, metal flex hoses, release detection wells, etc.;
- Type of spill prevention and overfill prevention equipment;
- Type of corrosion protection equipment for tanks and piping (anodes, impressed current system, etc.);
- Date of installation or upgrade of all equipment, determination of any repairs or modifications made to the UST system;
- Method of release detection for tanks and piping;
- Determine if release detection is conducted at proper intervals and performed correctly;
- Operation and maintenance of corrosion protection equipment;
- Determination if any releases have occurred by review of release detection records, checking release detection devices, checking sumps, etc.;
- Determine if the LDEQ UST-REG-01 and UST-REG-02 forms were filled out correctly;
- If out of service, document tank contents and date tanks were last used;
- Documentation of inspection results and documentation of non-compliance with UST regulations on the UST CEI checklist;
- For each facility submit an original and two (2) copies of Exhibit D, Compliance Inspection Report, for review and approval by the LDEQ Project Manager;

- Conduct an exit interview and provide a Field Interview Form (FIF), Exhibit E, to the facility representative; and
- For each facility submit an original and two (2) copies of Exhibit E, Field Interview Form, for review and approval by the LDEQ Project Manager.

The UST system shall be observed visually to check for consistency with UST forms submitted to LDEQ. The inspector shall determine if any revisions to applicable UST forms have been made or submitted by the facility or if there are near future plans to make modifications. Items which may be observed and evaluated include, but are not limited to, release detection devices for tanks and piping, corrosion protection of tanks and piping, spill prevention equipment, overfill prevention equipment, general condition and housekeeping of the UST system and any problems that should be referred to other sections within LDEQ. The inspector shall determine if the facility has made changes to the UST system; make notes of observations and pertinent statements made by facility representatives; ask questions and investigate any area which the inspector deems necessary. If an area of concern is noted, it should always be brought to the attention of the facility representative, documented and photographed if visible and appropriate.

When an emergency condition is discovered (leaking tank or line, product in release detection well, storm sewer, utility line, etc.), it is imperative that the inspector immediately notify the facility representative, document all information and contact the LDEQ Single Point of Contact (SPOC) at 225-219-3640 or 225-342-1234 within 24 hours.

(e) Field Interview Form (FIF)

The inspector must have the Field Interview Form (FIF) filled out in a manner which would communicate discovered areas of concern. The FIF shall be reviewed with company representatives at this time and signatures obtained. In the case of an unmanned facility or if the facility representative refuses to sign the FIF, state so in the signature blank and mail a copy of the FIF to the responsible official via certified mail at the facility address. The ‘green card’ receipt must be handled as a public record. A copy of the completed FIF shall be provided to the facility manager, his/her designee or the highest-level official present at the end of the exit interview.

The FIF shall be written legibly in ink (preferably blue) and all blanks must be completed. For those fields that have no significance to the inspection or if the information is not available, mark the blank “N/A”. Ideally the report should be error-free, but if an error is made, line through the error with a single “strike-through”, make the correction next to the error and initial the correction.

The FIF is printed on NCR paper so that true copies can be distributed. Therefore it is important to press hard enough to ensure that multiple copies are legible. The inspector shall secure the signature of the facility manager, his/her designee or the highest-level official present.

(f) Facility-specific Final Report

The Contractor shall prepare a Facility-specific Final Report for each inspection within twenty-one (21) days of the respective inspection. The report shall consist of the UST CEI Checklist, the FIF and any necessary attachments.

The report shall be a thorough documentation of the factual information gathered at the time of the inspection and shall include inspector observations which summarize the facts of the inspection. Information contained in this section is the basis for enforcement action which may arise from the inspection. Areas of concern shall be documented with a list of supporting facts (who, what, when, where, how). This section may contain a broad range of information, including discussion of the following subjects:

- General Information – Includes the number of tanks, tank contents and tank capacity, types of equipment, etc.;
- Visual Observations – Includes pertinent observations noted while inspecting the UST system, including areas of concern;
- File Review – Includes observations made during a review of records maintained by the facility and the Department;
- Specific Conditions – Includes the apparent compliance status of the facility; and
- Conclusions – Includes the inspector's summary of factual information which supports any concerns noted.

(D) General System Assessment/Inspection (applies to all damaged facilities)

The Contractor shall:

(1) check UST for the presence of water by:

(a) sticking the tanks using water finding paste or read automatic tank gauge system, if operable, or use an interface probe to determine whether water has entered the UST; and

(b) removing water if more than two (2) inches; liquids removed must be properly handled and recycled or disposed of (liquids cannot be removed without the owner's permission); in the event the owner has refused permission, this will be reported to LDEQ for enforcement action.

(2) check UST bottom for debris and mud/dirt: flooded or water impacted tanks may need to be drained of water and mud/dirt, or perhaps pumped dry and cleaned as conditions warrant (requires written authorization from the owner); all material removed from USTs must be properly classified, handled and recycled or disposed of;

(3) check UST for deformity or damage: if the deformity exceeds the manufacturer's standard then no repairs will be made; if the tank's deformity exceeds the manufacturer's specifications and the owner has granted permission then the tanks may be removed;

(4) check vents for movement, cracking and blockage;

(5) fiberglass tank deflection testing (is the deflection greater than manufacturer's standards):

(a) check deflection of fiberglass tanks; if the deflection is greater than manufacturer's specifications the Contractor shall call the manufacturer for instructions;

(b) if the manufacturer is unknown the Contractor shall use 2% as the default deflection standard;

(c) tank material can be determined from tank registration form *UST-REG-02, Registration of Technical Requirements for USTs*; and

(d) no repairs of tanks will be made if the tank's deflection exceeds the manufacturer's specifications; if the owner has granted permission, the tanks may be removed; in the event the owner has refused permission, this will be reported to LDEQ for enforcement action.

(6) double walled or secondary containment UST/piping interstitial space check:

(a) conduct interstitial space check for integrity and damage; and

(b) if flood impacted, interstitial spaces of tanks and lines of double walled or secondary containment systems will need to be drained and flushed where possible; all material removed must be properly classified, handled and recycled or disposed of.

(7) evaluate UST for presence of ethanol (did ethanol phase shift occur);

(8) release detection/corrosion protection:

(a) check accessible fittings, valves and miscellaneous piping for damage and corrosion; determine the potential for repair or replacement; and

(b) no repairs of the tanks will be made; if the owner has granted permission then the tanks may be removed; in the event the owner has refused permission, this will be reported to LDEQ for enforcement action. LDEQ will not be responsible for replacement of tanks, this will be the owner's responsibility.

(9) piping system:

(a) check for stress, cracks, movement or shearing;

(b) isolate leak and/or lines;

(c) perform piping repairs; and

(d) check dispenser filters and submersible check-valve screens for plugging with dirt or mud.

(10) For each facility submit an original and two (2) copies of Exhibit F, General System Assessment Form, for review and approval by the LDEQ Project Manager.

(E) Further System Assessment (dependent upon results from the general system assessment; this assessment does not apply to all damaged facilities)

The Contractor shall perform site-specific UST removal if determined necessary by LDEQ. Site-specific UST repairs/removal shall include precision tank and line tightness test. Tank and line tightness testing must be capable of detecting a 0.1 gallon-per-hour leak rate from any portion of the tank that routinely contains product while accounting for the effects of thermal expansion or contraction of the product, vapor pockets, tank deformation, evaporation or condensation and the location of the water table **(LAC 33:XL.701.A-B).**

Results of the tank and line tightness testing shall be submitted in triplicate to the LDEQ. The submittal must include a cover letter that includes the agency interest number (AI), facility name, facility physical address, the facility owner's name. LDEQ will direct the Contractor following review of the tightness testing results.

Suspected releases must be reported by the Contractor in the manner provided in **LAC 33:I.3923** within twenty-four (24) hours after becoming aware of the occurrence or emergency situation.

(F) Additional Assessment

Additional assessment activities will be dependent upon the results of previous assessment activities. This additional assessment will not apply to all damaged facilities. Additional assessment activities will be determined and directed by the LDEQ Project Manager.

The Contractor shall:

(1) perform tank removal/tank closure by following closure procedures according to **Title 33. Part XI, Chapter 9,** following LDEQ protocol (requires written authorization from the owner); or

(2) perform remedial environmental site investigation by investigating for the presence of a release where contamination is most likely to be present at the UST site, unless the presence and source of the release has been confirmed, or as dictated by the closure assessment if applicable.

Prior to all remedial site investigation activities, the contractor shall prepare and submit a Remedial Site Investigation Work Plan in triplicate to be approved by LDEQ. The following specifications and requirements are applicable to all remedial site investigations:

(a) Remedial site investigations should include a maximum of three (3) direct push soil borings to depths which provide adequate vertical delineation of contamination. Total footage per boring should not exceed 20'bgs. In the event delineation is not achieved at 20' then LDEQ will direct the Contractor.

(b) Soil and groundwater samples should be collected in accordance with RECAP Appendix B. Groundwater samples must be collected from temporary piezometers. Soil and groundwater samples should be analyzed in accordance with RECAP Appendix D, Table D-1.

(c) The RECAP Screening Option should be used to: (1) demonstrate that the constituents of concern (COC) concentration present in soil and/or groundwater does not pose a threat to human health or the environment; (2) identify the Area of Investigation (AOI) and the COC for corrective action of soil and/or groundwater under the Screening Option; or (3) identify the AOI and the COC for soil and groundwater further investigation and/or evaluation.

(d) Constituents that exceed the applicable Limiting RECAP Standard (LRS) where the LRS is equal to the Soil_SSGW, should be further evaluated using the Synthetic Precipitation Leacheate Procedure (SPLP). SPLP analysis should be performed on soils collected from the sample location that represents the maximum constituent concentration.

(e) Samples that exceed the TPH-GRO, TPH-DRO, or TPH-ORO LRS, should be further analyzed using appropriate TPH fractionation methodologies, RECAP Appendix D. When requesting these analyses, the carbon ranges to be reported must be specified to match those listed in RECAP Appendix D, Table D-1.

(f) All boreholes should be plugged and abandoned in accordance with the *LDEQ/LDOTD Construction of Geotechnical Boreholes and Groundwater Monitoring Systems Handbook*.

(g) All investigation-derived waste (IDW) must be removed and properly disposed of following the completion of site investigation activities.

Results of remedial site investigations should be reported to the Department in accordance with RECAP Appendix B, Section 3.0, Site Investigation Submittal Requirements. The contractor shall complete and submit a Site Investigation Report in triplicate.

Site assessments 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.**

Suspected releases must be reported in the manner provided in **LAC 33:I.3923** within twenty-four (24) hours after becoming aware of the occurrence or emergency situation.

(3) Conduct further site investigation as directed by the LDEQ following receipt of the initial site investigation report.

Prior to all further site investigation activities, the contractor shall prepare and submit a site investigation work plan in triplicate to be approved by LDEQ. The following specifications and requirements are applicable as directed by the LDEQ, and only at sites with confirmed releases from the UST system:

(a) Further investigations should include a maximum of 3 soil borings to depths which provide adequate vertical and horizontal delineation of the contamination. Total footage per boring should not exceed 20'bgs. In the event vertical delineation is not achieved at 20' then LDEQ will direct the contractor.

(b) Soil and groundwater samples should be collected in accordance with RECAP Appendix B. Groundwater samples must be collected from temporary piezometers. Soil and groundwater samples should be analyzed as directed by LDEQ, as determined by the results of the initial remedial site investigation. Only constituents that exceed the RECAP Screening Standards will be analyzed in the further site investigation.

(c) The RECAP Screening Option (SO) should be used to: (1) demonstrate that the COC concentrations present in the soil and/or groundwater does not pose a threat to human health or the environment; (2) identify the AOI and the COC for corrective action of soil and/or groundwater under the SO; (3) identify the AOI and the COC for soil and groundwater further investigation and/or evaluation.

(d) Constituents that exceed the applicable Limiting RECAP Standard (LRS) where the LRS is equal to the Soil_SSGW, and where the concentration of the constituent is greater than results from previous site investigations may be further evaluated using SPLP analysis. SPLP analysis should be performed on soils collected from the sample location that represents the maximum constituent concentration on-site.

(e) Samples that exceed the TPH-GRO, TPH-DRO, or TPH-ORO LRS, should be further analyzed using appropriate TPH fractionation methodologies, RECAP Appendix D. When requesting these analyses, the carbon ranges to be reported must be specified to match those listed in RECAP Appendix D, Table D-1.

(f) Further site investigations should include the advancement of one soil boring in an unimpacted area of the UST site. It is required that a soil sample be collected to determine the fractional organic carbon (foc) content of the soil. The foc soil sample shall be collected from a non-impacted area that is representative of the impacted soil conditions at the AOI, RECAP Appendix B.

(g) In order to evaluate an Area of Concern (AOC) or an AOI under RECAP, groundwater shall be classified into Groundwater Classifications 1, 2, or 3 as determined by current or potential use, maximum sustainable well yield, and total dissolved solids concentration, RECAP Appendix F.

The alternative procedure outlined in the April 25, 2006 Memorandum (Exhibit G) must be used prior to determination of the maximum sustainable well yield using methods described in RECAP Appendix F. If adequate information is not available to make a reasoned judgment regarding groundwater classification for the subject facility (as determined by LDEQ), evaluation and testing as stipulated in RECAP should be provided.

Maximum sustainable well yield shall be determined by well yield estimation methods (laboratory determination) as directed by LDEQ, and as outlined in RECAP Appendix F. It is required that one soil boring should be advanced, and an undisturbed sample of the aquifer material should be collected.

If determined by LDEQ that laboratory determination methods do not provide adequate representation of the maximum sustainable well yield, slug testing may

be required. One temporary monitoring well should be installed for the purpose of slug testing. Slug testing shall be completed in accordance with RECAP, Appendix F. Prior to slug testing, the contractor shall submit an amended site investigation work plan in triplicate to be approved by LDEQ.

(h) All boreholes/monitoring wells should be plugged and abandoned in accordance with the *LDEQ/LDOTD Construction of Geotechnical Boreholes and Groundwater Monitoring Systems Handbook.*

(i) All IDW must be removed and properly disposed of following the completion of the further site investigation activities.

Results of the further site investigation should be reported to the Department in accordance with RECAP Appendix B, Section 3.0, Site Investigation Submittal Requirements. The contractor shall complete and submit a Further Site Investigation Report in triplicate.

Site assessments 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.**

(G) Litigation Support

The Contractor shall provide litigation support as determined necessary by 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 submittals and 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, 40 CFR PART 31 and "LUST Trust Fund Cooperative Agreement Guidelines" OSWER Directive 9650.10A.

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. The H&SP shall be made available for LDEQ review upon request.

4.2 Weekly Progress Reporting

The Contractor shall prepare and submit to the LDEQ Project Manager a Weekly Progress Report, Exhibit G, describing all work completed during the preceding week, the status of the work in progress and anticipated work for the following week. Additionally, the Contractor shall report any environmental problems identified in the field needing further investigation or corrective action by LDEQ. The Weekly Progress Report shall be submitted in an electronic format to the LDEQ Project Manager no later than 10:00 a.m. every Tuesday. 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;

(4) a description of the progress made during the previous week, including problems experienced, requests for approved changes in personnel, and the effect of the problems/changes on the due date of deliverables; and

(5) the status of the work in progress and a list of anticipated work for the following week.

4.3 Submittals

The Contractor shall provide an original and two (2) copies of the following submittals 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 submittal is accepted.

- Access Agreement
- General Site Assessment Form
- Compliance Inspection Form
- Field Interview Form
- General System Assessment Form
- Weekly Progress Report

4.4 Deliverables

The following deliverables shall be prepared by the Contractor and submitted to the LDEQ Project Manager:

- PSH Recovery Plan for sites where PSH is discovered during the General Site Assessment;
- Tank and Line Tightness Testing Results with Cover Letter;
- Remedial Site Investigation Work Plan for Additional Assessment as required by LDEQ;
- Site Investigation Report; and
- Further Site Investigation Report.

The Contractor shall provide an 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 deliverables are accepted.

4.5 Record Keeping

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

(1) technical records (including, but not limited to, complete and accurate records of measurements, data, analysis and all other technical information collected in the course of this project); and

(2) other records and reports required by Federal and State laws and regulations.

4.6 Project Communication

The Contractor shall maintain communications and coordination with the LDEQ Project Manager, including reporting problems encountered in performing this work, notifying LDEQ of schedule delays and/or corrective action relating to these activities. The Contractor shall attend meetings as necessary to discuss 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.

4.7 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 Contractor shall be the sole point of contact regarding subcontracted services provided to LDEQ. LDEQ will not accept deliverables directly from subcontractors.

The 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 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 Site Access

The Contractor shall be responsible for gaining access to all properties. In the event that the owner/operator 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.

4.10 Completion of Site Activities

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.

4.11 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 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 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.

4.12 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.

4.13 Project Schedule

The Project Schedule shall be determined by LDEQ and the Contractor. LDEQ anticipates the completion of all activities related to this scope of work within one year of the commencement conference.

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, and review of Weekly Progress Reports; and

(4) review, require revision as necessary, and accept deliverables and submittals.

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. In the event that the owner/operator 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. In the event the owner has refused permission, this will be reported to LDEQ for enforcement action. However, LDEQ shall not be responsible for the Contractor's performance of the work and reserves the right to reject deficient work.

6.0 GUIDANCE DOCUMENTS

(1) LDEQ's Risk Assessment/Corrective Action Program (RECAP) Appendix B, B2.5.4;

(2) LAC 33:XI.715.E;

(3) LAC 33: I.3923;

(4) UST-REG-02, Registration of Technical Requirements for USTs;

(5) LAC 33:XL.701.A-B;

(6) Title 33. Part XI, Chapter 9;

(7) LDEQ/LDOTD Construction of Geotechnical Boreholes and Groundwater Monitoring Systems Handbook; and

(8) LUST QAPP_1006_r08,revision date January 6, 2006, pages 20 - 28.

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 Schedules 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 made for the actual number of hours worked in

accordance with the hourly rate provided in the Schedule of Prices, Attachment 4. LDEQ will reimburse the Contractor for a maximum of three (3) Contractor personnel for attendance at the conference. Payment will be made by LDEQ following completion of the conference and submission of the Contractor's invoice.

7.2 Site Access

The Site Access payment item shall include all activities and resources necessary perform a records review to determine the owner/operator of each site and obtain signature on Exhibit A, Access Agreement.

7.3 General Site Assessment

The General Site Assessment payment item shall include all activities and resources necessary to conduct these assessments. Payment shall be made in one lump sum in the payment period following the acceptance of the respective line item task by LDEQ. Payment for the work performed shall be made in accordance with the unit rate provided in the contract Schedule of Prices.

7.4 General Underground Storage Tank System Assessment and Compliance Evaluation Inspections

The General Underground Storage Tank System Assessment and Compliance Evaluation Inspections payment item shall include all activities and resources necessary to conduct these inspections. Payment shall be made in one lump sum in the payment period following the acceptance of the respective line item task by LDEQ. Payment for work performed shall be made in accordance with the unit rate provided in the contract Schedule of Prices.

7.5 General System Assessment/Inspection

The General System Assessment payment item shall include all activities and resources necessary to conduct these assessments. Payment shall be made in one lump sum in the payment period following the acceptance of the respective line item task by LDEQ. Payment for the work performed shall be made in accordance with the unit rate provided in the contract Schedule of Prices.

7.6 Further System Assessment

The Further System Assessment payment item shall include all activities and resources necessary to conduct Further System Assessment in accordance with Statement of Work, Section 3.2 (E). Payment shall be made in one lump sum in the payment period following the acceptance of the respective line item task by LDEQ.

7.7 Additional Assessment

The Additional Assessment payment item shall include all activities and resources necessary to

conduct Additional Assessment in accordance with Statement of Work, Section 3.2 (F). Payment shall be made in one lump sum in the payment period following the acceptance of the respective line item task by LDEQ.

A Progress Report that clearly supports the Contractor's request for payment for the corresponding billing period must be included with each invoice.

Payment for work performed under this contract will not exceed the agreed contract amount. Additional work performed by the Contractor in excess of the agreed contract amount without written authorization from LDEQ in the form of an approved contract amendment, will not entitle him to an increase in contract price.

LDEQ does not guarantee performance of the maximum amount of work. Additionally, if, during the course of the work, the Contractor discovers that the original cost estimate may be exceeded before the work is completed, the Contractor shall notify LDEQ immediately in writing before incurring additional costs. This notification shall include an explanation and a cost estimate. LDEQ shall determine the acceptability of additional costs and provide written notification to the Contractor before any costs in excess of the original estimate are incurred.

7.8 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 expenses 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

"Leaking Underground Storage Tank (LUST) Post-Hurricane Assessments"
(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

"Leaking Underground Storage Tank (LUST) Post-Hurricane Assessments"
Louisiana Department of Environmental Quality

Line Item No.	Pay Item Description	Payment Unit	No. of Units	Unit Rate	Line Total
1	Commencement Conference	hour	6		
2	Site Access	lump sum per site	80		
3	General Site Assessment	lump sum per site	80		
4	General UST System Assessment & Compliance Inspections	lump sum per site	80		
5	General System Assessment	lump sum per site	80		
6	Further System Assessment	lump sum per site	60		
7	Tank Removal	lump sum per site	50		
8	Additional Assessment	lump sum per site	50		
9	Further Site Assessment	lump sum per site	50		
10	Slug Testing	lump sum per test	30		
11	Litigation Support	hour			
12	Travel Time for Litigation Support	hour			
TOTAL PRICE					

- Unit rates for line items 1– 10 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.
- Hourly rates for line items 11 and 12 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

ATTACHMENT 5. SAMPLE LDEQ CONTRACT
"Leaking Underground Storage Tank (LUST) Post-Hurricane Assessments"

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

THIS CONTRACT, made and entered into this _____ day of _____, 2007, 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, La. R.S. 2011 (D)(6) grants authority to the Secretary of the Louisiana Department of Environmental Quality to declare emergencies;

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 employs 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 **"Leaking Underground Storage Tank (LUST) Post-Hurricane Assessments"** 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 Emergency 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 June 1, 2007 through May 31, 2008. 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 Commissioner of the Division of Administration. 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 Commissioner of the Division of Administration, 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 Commissioner of the Division of Administration, 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 assess leaking underground storage tank (LUST) sites in areas affected by Hurricanes Katrina and Rita to identify problems and address the most immediate needs. The objectives to be achieved through this contract in order to attain this goal include providing LDEQ with:

   (1) general site assessment of all damaged facilities;

   (2) general system assessment of all damaged facilities;

   (3) further system assessment dependent upon results from the general system assessment (this assessment does not apply to all damaged facilities); and
   (4) additional assessment as determined necessary by LDEQ.

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 Weekly 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 rate for each line item 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.

b. Payment procedure:

Payment shall be made for line item 1 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 2 through 10. 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 Weekly Progress Reports, a Progress Report for the corresponding billing period and a procurement summary detailing purchases from Minority/Women Business Enterprises (Appendix C), prior to issuance of payments.

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 source code developed, 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 0001 12 93. 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.

(4) Pollution Liability insurance as required by LDEQ.

(5) Umbrella Liability Policy as required by

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.

(4) Pollution Liability: $1,000,000.

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.

(3) Pollution Liability Insurance

Within fifteen (15) days of award of this contract, the Contractor shall submit to LDEQ written documentation concerning the procurement of pollution liability insurance coverage of at least one million dollars ($1,000,000.00), exclusive of legal defense cost. This documentation shall be in the form of a copy of the policy and declaration page. LDEQ shall be named as an additional insured. Any insurance policy which operates on a "claims-made" basis shall be maintained for the term of this contract.
Every twelve (12) months after the award of the contract, the Contractor must submit written documentation providing proof of continued pollution liability insurance coverage including:

(a) copies of applications submitted to three known underwriters of pollution liability insurance;

(b) a status report of any pollution liability insurance obtained (The report shall include the type of coverage, the premium charged, the limits of coverage, the deductible levels, and any other major terms and conditions of the insurance coverage. A copy of the actual policy and declaration page could be provided in lieu of a written status report.);

(c) if pollution liability coverage was denied by an underwriter, a summary of the reasons why such coverage was denied; and

(d) a status report concerning the alternative pollution liability risk transfer mechanisms that the Contractor has pursued other than commercial pollution liability insurance (e.g., risk retention groups, purchasing groups, etc.).

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.

(4) 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:

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

17. PAYMENT BOND

The Contractor shall provide a payment bond, executed to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract. The bond shall be in the amount of one hundred percent (100%) of the contract price.

18. 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.

19. 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.

20. SUCCESSORS AND ASSIGNS

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

21. 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.

22. COMPLIANCE WITH LAWS

The Contractor and its employees, subcontractors, and agents shall comply with all applicable Federal, State and Local laws and ordinances, including but not limited to, 40 CFR PART 31 and "LUST Trust Fund Cooperative Agreement Guidelines" OSWER Directive 9650.10A, in carrying out the provisions of this contract.

The Contractor is hereby advised that U.S. Environmental Protection Agency Grant No. LP-96639401 is being used by the Department to partially fund this contract. Continuation of this agreement is contingent upon grant approval.

23. 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 _____.

24. 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.

25. 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.

26. 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.

27. ANTI-DISCRIMINATION

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, The Federal 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 Act of 1975, and the Americans with Disabilities Act of 1990.

The Contractor further 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.

28. 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.

29. REMEDIES

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

30. MINORITY/WOMEN BUSINESS ENTERPRISE REQUIREMENTS:

The Contractor agrees to ensure that minority/women business enterprises have the maximum opportunity to participate in the performance of this contract and any subcontracts for supplies, equipment, construction, or services that may be let. In this regard, the Contractor shall take all necessary and reasonable steps to ensure that minority/women business enterprises have the maximum opportunity to compete for and perform services relating to this contract.

The following affirmative steps for utilizing MBE/WBEs are required:

1. Solicitations for products or services shall be sent to firms/individuals listed as MBE's and WBE's.

2. Where feasible, divide total requirements into smaller tasks to permit maximum MBE/WBE participation.

3. Where feasible, establish delivery schedules which will encourage MBE/WBE participation.

4. Encourage use of the services of the U. S. Department of Commerce's Minority Business Development Agency (MBD) and the U. S. Small Business Administration to identify MBE/WBE's.

5. Require that each party to a subcontract takes the affirmative steps outlined here.

6. Include in bid documents for subcontractors the negotiated "fair share" percentages:
   - MBE: Construction 11%; Supplies 5.5%; Services 13%; Equipment 3.4%
   - WBE: Construction 8.8%; Supplies 16%; Services 13%; Equipment 10%

31. TERMINATION OF CONTRACT FOR CAUSE

If, in the determination of LDEQ, the Contractor fails to fulfill in a timely and proper manner its obligations under this contract or violates any of the covenants, agreements, or stipulations of this contract, LDEQ shall thereupon have the right to terminate this contract by giving written notice sent certified mail (return receipt requested) to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.

In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this contract shall, at the option of LDEQ, become its property, and the Contractor shall be entitled to receive just and

equitable compensation for any satisfactory work completed on such documents and other materials. LDEQ 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 LDEQ for damages sustained by LDEQ by virtue of any breach of the contract by the Contractor, and LDEQ may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due LDEQ from the Contractor is determined.

32. TERMINATION FOR THE CONVENIENCE OF LDEQ

LDEQ may terminate this contract for the convenience of LDEQ at any time, by giving written notice to the Contractor by certified mail (return receipt requested) of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in the preceding section shall, at the option of LDEQ, become its property. If the contract is terminated by LDEQ 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 contract, less payments of compensation previously made.

33. 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 1999 NELAC Standard 5.13.

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 1999 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 1999 NELAC Standard 5.13.

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.

34. 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.

35. 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 Commissioner of the Division of Administration. 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:**

_____ _____

Thomas C. Bickham, III
Undersecretary

_____ _____

Wilbert F. Jordan, Jr.
Assistant Secretary, Office of Environmental Assessment

WITNESS: **CONTRACTOR**

_____ _____

LDEQ No. 5701-07-02

APPENDIX C

MBE/WBE PROCUREMENTS MADE DURING REPORTING PERIOD
EPA Financial Assistance Agreement Number: LP-96639401

1. Procurement Made By		2. Business Enterprise		3. $ Value of Procurement	4. Date of Award MM/DD/YY	5. Type of Product or Services[A] (Enter Code)	6. Name/Address/Phone Number of MBE/WBE Contractor or Vendor
Contractor	Sub-Contractor	Minority	Women				

[A]Type of product or service codes:

1 = Construction 2 = Supplies 3 = Services 4 = Equipment

A = Business Services
B = Professional Services
C = Repair Services
D = Personal Services

A good faith effort has been made to obtain MBE/WBE vendors

Signature **Date**

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 Louisiana Department of Environmental Quality, Office of Environmental Assessment
Purpose of Contract: to assess leaking underground storage tank (LUST) sites in areas affected by Hurricanes Katrina and Rita to identify problems and address the most immediate needs.

ATTACHMENT 7
Payment Bond

"Leaking Underground Storage Tank (LUST) Post-Hurricane Assessments"
Louisiana Department of Environmental Quality

Therefore, to these presents personally came and intervened herein acting for _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business in the State of Louisiana, as Surety, who declared that having taken cognizance of this contract and of the documents mentioned herein, he hereby in his capacity as its Attorney in Fact obligates his said company, as Surety for the said Contractor, unto LDEQ, for a payment bond, the bond of a sum equal to one hundred percent (100%) of the contract price of Dollars ($ _____).

The condition of this payment bond shall be that should the Contractor herein not pay all persons who have and fulfill obligations to perform labor and/or furnish materials in the prosecution of the work provided for herein, including by way of example workmen, laborers, mechanics, and furnishers of materials, machinery, equipment and fixtures, then said Surety agrees and is bound to make said payment(s).

Provided, that any alterations which may be made in the terms of the contract or in the work to be done under it, or the giving by LDEQ of any extensions of time for the performance of the contract, or any other forbearance on the part of either LDEQ or the Contractor to the other shall not in any way release the Contractor or the Surety from their liability hereunder, notice to the Surety of any such alterations, extensions, or other forbearance being hereby waived.

If the surety on any bond is declared bankrupt, becomes insolvent, or its right to do business in any state where any part of the project is located is revoked, the Contractor shall substitute another bond and surety acceptable to LDEQ. Any substitution shall be made within five (5) days after such declaration.

EXHIBIT A. 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, 2007, in _____ Parish, State of Louisiana.

_____

(Name of Responsible Party-Owner/Operator)

EXHIBIT B. GENERAL SITE ASSESSMENT FORM

LDEQ Contract No. 5701-07-02

"Leaking Underground Storage Tank (LUST) Post-Hurricane Assessments"

Contractor Name:
Contractor Address:
Name of Project Manager:

SECTION 1: FACILITY INFORMATION			
FACILITY AI		FACILITY NAME	
FACILITY ADDRESS			
OWNER NAME		OPERATOR NAME (IF DIFFERENT)	
OPERATOR PHONE			
INSPECTION DATE		INSPECTION TIME	
LATITUDE		LONGITUDE	
NOTES			
REQUIRED ACTION (ENVIRONMENTAL)			
REQUIRED ACTION (OPERATIONAL)			
SECTION 2: FACILITY CONDITION			
BUILDING STRUCTURE:			
FUELING CANOPY:			
NO. OF USTS		NO. OF DISPENSERS:	
DISPENSER STRUCTURE:			
VISUAL SURFACE INSPECTION OF USTS			
REPAIR STATUS OF FACILITY			
NOTES:			

EXHIBIT B. GENERAL SITE ASSESSMENT FORM

LDEQ Contract No. 5701-07-02

"Leaking Underground Storage Tank (LUST) Post-Hurricane Assessments"

SECTION 3: GROUNDWATER MONITORING WELL/RELEASE DETECTION DEVICES CHARACTERISTICS AND SAMPLING SUMMARY					
SITE MONITORING WELL ID (ASSIGNED BY CONTRACTOR)	MW	MW	MW	MW	MW
DOTD ID NO.					
LATITUDE					
LONGITUDE					
LAT/LONG METHOD					
WELL LOCATION					
WELL TYPE					
CASING DIAMETER (IN)					
WELL DEPTH (FT)					
DEPTH TO GROUNDWATER (FT)					
THICKNESS OF PSH (IN)					
SAMPLING EQUIPMENT (PSH)					
NOTES:					
Site Reconnaissance: *Use this section to report findings from the visual inspection of the storm drains, sewers and surrounding area for PSH and vapors.*					

PROJECT MANAGER SIGNATURE: _____ DATE: _____

EXHIBIT C.

STANDARD OPERATING PROCEDURES

FOR

COMPLIANCE INSPECTIONS

CONDUCTED BY OEC/SURVEILLANCE PERSONNEL

Louisiana Department of Environmental Quality
Office of Environmental Compliance
Surveillance Division

Revision 4

The following document has been reviewed and approved by:

N Chris Roberie 3/10/04

N. Chris Roberie, OEC Surveillance Division — Date

Process Owners: OEC Surveillance Division Regional Office Field Staff

Document Owner: Chris M. Piehler, OEC Surveillance Division

Please Note: The official version of this document is maintained on the LDEQ Intranet. Copies, whether in electronic or printed form, are not official and should be verified as current against the official document on the Intranet. The Control Header of the SOP will be used for comparison to the official document.

STANDARD OPERATING PROCEDURES

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COMPLIANCE INSPECTIONS

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Document Review and Revision Record

Date	Revision	Record of Activity
8/22/2001	0	Initial document approved.
02/04/2002	1	Changes made throughout document.
4/7/2003	2	Attachment 4 (LPDES) and 5 (FIF with Instructions) added to document.
12/4/2003	3	Added wording for the purpose of accommodating EPA comments on delegation package, namely: addition of the Stormwater Checklist as Attachment 5, addition of a section in Sec 2 on Training, addition of wording on SBAP and Enforcement (Sec. 6), addition of wording on qc and laboratory evaluations (Sec 1), specificity to self-reported notifications (Sec 2), addition of specified records for review (Sec 3).
3/10/2004	4	Addition of minimum requirements for a water-related CEI and definition of PCE vs. FCE (Sec 7.1).

Table of Contents

1.0 Introduction

The purpose of a compliance inspection is to determine if a facility is complying with the terms and agreements as set forth in applicable state/federal laws, regulations, and/or their permit(s). For purposes of this SOP, registrations, certifications and other activity authorization documents are collectively referred to as a "permit".

This document is to be used as guidance for the Surveillance Division inspectors to help ensure statewide consistency in inspection procedures. It will also be used for training purposes. There is a certain level of subjectivity when performing an inspection that cannot be accounted for when listing the steps for the various types of inspection procedures. Inspectors with many years of experience conduct inspections in greater complexity than can be adequately described in an SOP. New inspectors who utilize this document may not be capable of effectively conducting an inspection without some guidance or "mentoring". Therefore, it is Surveillance Division policy that Environmental Scientists 1 (probationary) and Environmental Scientists with permanent status (ES 1, 2 or 3) who are not familiar with a specific media will accompany inspectors (ES 2, 3 or ES Staff) who are proficient in that type media inspection for an unspecified number of inspections, based upon media type and complexity and/or until such time that his/her supervisor ascertains that they are capable of successfully conducting an inspection either independently or as a team member (in the case of multimedia inspections).

The scope of an inspection may include entry into the facility, a pre-inspection conference with company representatives, records review, facility tour, laboratory evaluation, data management systems (including quality control practices) and sampling (if appropriate), exit conference, and report preparation, although not necessarily in that order depending upon the program subject to the compliance evaluation. This SOP provides an overview of the main areas involved in a compliance inspection regardless of the media involved. An in-depth description of the many tasks involved in specific media inspections will be included in Section 7 of this SOP. This SOP intentionally does not include activities for Asbestos and for Lead related inspections. These are handled under separate SOP's.

The inspector must maintain a professional attitude, demeanor and appearance at all times. Attire must be consistent with LDEQ Policies 4002-89 and 0008-92. Environmental Supervisors and Environmental Managers may provide further direction as to what constitutes appropriate attire in a given situation.

2.0 Pre-Inspection Activities

2.1 Training

Inspector training will be on-going through the duration of the inspector's tenure as an inspector and will consist of three basic components: 1) basic inspector training, 2) program-specific training, and 3) health and safety training. Basic

inspector training may be achieved by attendance at one of the EPA-sponsored Basic Inspector Training courses when possible. In lieu of the opportunity for this formalized training, an inspector may gain this training through the tutelage and accompaniment of a senior inspector that has been adequately trained or has demonstrated a historic proficiency in the subject inspection field. Such in-house training will continue until the inspector has demonstrated proficiency of inspection procedures to the satisfaction of senior inspection staff and the Regional Manager.

Program-specific training may be obtained through attendance at one of the EPA Region 6 sponsored program-specific workshops. Until such an opportunity arrives for the inspector, inspections may be conducted after adequate tutelage and accompaniment by a senior inspector that has been adequately trained or has demonstrated a historic proficiency in the subject inspection field. Such in-house training will continue until the inspector has demonstrated proficiency of inspection procedures to the satisfaction of senior inspection staff and the Regional Manager.

Health and safety training is accomplished internally at the LDEQ through the attendance of 40 hour HAZWOPER training and subsequent 8 hour annual refresher courses with annual fit-testing of individually-assigned air purifying respirators.

All DEQ personnel adhere to the structured training program as described in the DEQ Policy 4008-1 “Training”, including the establishment and maintenance of Individual Development Plans (IDP).

2.2 File Review

A review of the facility file in the Regional office should be performed prior to the inspection. The purpose of this review is to familiarize the inspector with a facility’s operating permit, general process description, records review, permitted release points, parameters to be monitored, and compliance history. Regional files should provide this necessary information. However, the main LDEQ HQ building houses the official LDEQ records repository and should be considered as the source of file review information if necessary. Files may be accessed over the Department’s electronic filing system. The Enforcement Division may be contacted directly for information relative to final or pending enforcement actions.

2.2.1 Current Operating Permit

The permit(s) contain information pertaining to some of the applicable regulations, the location of the facility, a list and location of all permitted release points, self-monitoring requirements, and any specific conditions with which the facility must comply. A permit application, if available, is a source of information provided by the facility that states specifics on facility

operations. This document is helpful in determining if the facility is currently operating in the manner in which they said they would. Permit application packages and fact sheets are also good sources of information as they represent statements about the facility made by the facility.

2.2.2 Previous Inspection Reports

Previous inspection reports contain information related to compliance determinations made in previous years. These documents also contain facility environmental contacts, mailing address, phone numbers, etc. It is often very helpful for an inspector to use these documents to discover areas that have historically been left unevaluated, areas that have had historical enforcement concerns and overall operational compliance behaviors at the facility as discovered by previous inspectors.

2.2.3 Compliance History

Enforcement action documents such as a Notices of Violation or Compliance Orders should be reviewed so the same areas can be checked for improvement. This would constitute a “follow-up” inspection. During the inspection, it is necessary to verify that any areas of concern noted during previous inspections have been corrected. In addition, adherence to any increments of progress detailed in outstanding compliance orders or compliance schedules should be addressed.

Compliance reports and self-reported release notifications (such as discharge monitoring reports and other non-compliance notifications such as bypass notifications and overflow reports) should also be reviewed. Portions of a facility experiencing recurring problems of this nature may need inspecting to ascertain the nature of these non-compliances and potential actions needed to restore compliance. Discharge Monitoring Reports, Title V Annual Compliance Certifications and air emission reports are examples of self-monitoring data that are good sources of facility information for review.

2.2.4 Correspondence

A review of recent correspondence may be necessary to address any given issue that may have arisen since the last inspection. All of these documents should be available in the company file accessible to the inspector as well as in LDEQ files. Issues discovered in facility correspondence may include non-compliance reports, corrective actions, progress reports, facility modifications, process changes, personnel changes, etc.

2.3 Equipment Check

Necessary equipment and supplies should be checked and loaded into the vehicle prior to the inspection. This may include items such as cameras, film, video equipment, safety gear and clothing, LDEQ identification, sampling equipment, monitoring meters, and preservatives. A supply of applicable forms should also be on hand.

2.4 Applicable Regulations

Although the applicable regulations may be available at any time before, during and after the inspection by keeping a current copy of the Louisiana Administrative Code handy, a review prior to the inspection can be beneficial. In addition, the inspector should familiarize themselves with any new regulatory requirements that may have been triggered by any recent modifications at the facility. Remember that the permit probably does not contain all requirements with which a facility must comply.

3.0 On-Site Inspection Activities

3.1 Initial Entry

In general, inspections are to be unannounced; however, in certain circumstances it may be necessary to contact the company in advance. This is true for medical inspections (to ensure patient treatment is unencumbered by the inspector), facilities that cannot be reached with LDEQ vehicles or vessels (due to distance offshore or being located behind locked gates, otherwise inaccessible), and Underground Storage Tank inspections at small retail stations (for example, not bulk distributors or large petrochemical facilities, where routine personnel on site do not have knowledge of the areas subject to inspection). It may also be necessary to contact responsible officials of unmanned facilities for information needed to evaluate certain aspects of permit requirements.

Immediately upon entering the facility the inspector will present LDEQ identification and state the purpose of their visit. Ordinarily, the facility will provide a representative to accompany the inspector during the inspection. Prior to proceeding into the facility, the inspector should request to be accompanied by a facility representative. While an inspector is not required to sign any “hold harmless” agreements, the inspector is expected to follow all LDEQ and facility health and safety policies.

If you are denied entrance, reiterate the authority granting access to the site, (La. R.S. 30:2011(13) and 2012), which is printed on the back of all Department identification badges. After further denial, immediately contact your supervisor for further instructions.

3.2 Pre-Inspection Conference

Once initial entry is made, the inspector will conduct an opening conference with the appropriate facility personnel. The purpose of the opening conference is to inform the facility manager, his/her designee or the highest-level official present at the time of the inspection of the purpose and scope of the inspection. At this time, the inspector may also verify pertinent information on the site; confirm the correct name and responsible official of the facility; review the permit with the facility representative; determine the current operational status of the facility; provide the company with a list of records needed for review; go over safety regulations and equipment requirements as required by the facility; and discuss evidence collection procedures including photograph, video, and sample collection needs.

3.2.1 Field Notes

There is no requirement that the inspector maintain a field logbook to record notes while conducting the inspection. However, if notes are taken, they should be used to create the final report document and then destroyed. Any photographs taken during the inspection should be labeled with inspector's name, date, facility, and a brief description of what the photograph represents, as a minimum. Copies of reports, photographs and/or videotape may be kept in the respective Regional Office, but all original documents will be forwarded to the main file in Baton Rouge.

3.3 Records Review

The inspector will review any documents pertinent to the permit that he/she deems necessary to complete the inspection and determine permit compliance. Some of the records the company is required to file may have already been reviewed during the File Review conducted prior to leaving the office.

3.3.1 The records review should include, but is not limited to:

- permit conditions/status
- facility status relative to the permit application,
- laboratory results of any sampling,
- historical information,
- required SOP's,
- required certifications,
- Title V Annual Compliance Certifications,
- pollution prevention/control plans,
- documentation of corrective actions taken since the last inspection (if applicable)
- non-compliance notifications (bypass, overflow notifications)

- compliance history
- other reports required to be kept by the facility (e.g., TEDI, DMRs, LDAR, EISs, etc.).

3.4 Facility Tour

An onsite inspection should include a tour of the facility. This will allow the inspector to determine compliance with many of the requirements of applicable state/federal laws, regulations and the permit. It may be appropriate to conduct the facility tour immediately after the pre-inspection conference to prevent possible concealment of potentially non-compliant situations by facility personnel.

The facility tour should include,

- treatment trains,
- permitted release points,
- perimeter of the facility,
- process areas,
- pollution prevention/control structures
- areas where regulated activities are conducted.

Additional areas may be inspected depending upon the media involved (see Section 7). It may not be necessary to tour the company process area but it is recommended if the inspector is not familiar with processes at the site or if the media-specific inspection type requires it.

3.5 Sampling

In the event that samples are taken, the Environmental Quality Act requires the inspector to offer to split samples if practical. Acquire the facility representative's signature on the Chain of Custody (COC) as a witness when samples are taken. Provide a copy of the COC to the facility as a receipt. At unmanned facilities, indicate in the witness blank of the COC that no one was present and mail the facility copy of the COC (along with the Field Interview Form [FIF]) to the official address of the facility. If the facility representative refuses to sign the COC, indicate so in the witness blank and mail the facility copy of the COC (along with the FIF) to the official address of the facility.

3.6 Exit Interview

An exit interview must be conducted before departure from a manned facility. Those present should include, but are not limited to, the inspector, appropriate facility environmental personnel, and the facility manager, his/her designee or the highest-level official present at the time of the inspection. The exit interview provides the inspector a final opportunity to gather information, to clarify points raised during the inspection, to answer any questions the facility representatives may have and to plainly communicate the findings of the inspection to the facility

representatives. Even though the inspection may require further information gathering, significant findings and concerns found during the inspection must be brought to the attention of the facility representatives at this time. It is also important to iterate to the facility representative(s) that further review by the inspector may result in findings not listed in the FIF.

3.6.1 Field Interview Form (FIF)

The inspector must have the Field Interview Form (FIF) filled out in a manner that would communicate discovered areas of concern. The FIF should be reviewed with company representatives at this time and signatures obtained. In the case of an unmanned facility or if the facility representative refuses to sign the FIF, state so in the signature blank and mail a copy of the FIF to the responsible official via certified mail at the facility address. The 'green card' receipt must be handled as a public record (see "Document Handling in the Regions Standard Operating Procedure"). However, it should be clearly stated and understood that the inspection is not complete until all of the information gathered during the inspection is reviewed for compliance. This is especially applicable if samples were taken which must be sent to the laboratory for analysis. A copy of the completed FIF should be provided to the facility manager, his/her designee or the highest-level official present at the end of the exit interview.

The FIF should be written legibly in ink (preferably blue) and contain information in all blanks. For those fields that have no significance to the inspection or if the information is not available, mark the blank "N/A". Ideally the report should be error-free, but if an error is made, line it with a single "strike-through" make the correction next to the error, and initial the correction.

The FIF is printed on NCR paper so that true copies can be distributed. Therefore it is important to press hard enough with a pen to ensure that copies are also legible. Be sure to get the signature of the facility manager, his/her designee or the highest-level official present.

4.0 Report

4.1 Report Preparation

A report is prepared when a compliance inspection of a facility has been completed. The report must be a thorough documentation of the compliance status of the facility at the time of the inspection. Information in the report should be accurate, complete and legible as LDEQ personnel may use it for reference in permit writing, to support the issuance of enforcement actions, and for reporting to EPA or NRC. The report will consist of, at a minimum, the FIF completed at the facility. Certain media inspections require additional forms and any

inspection may require the attachment of supporting documentation. Permit specific conditions, site maps, process diagrams, manifests, MSDSs, lab analyses, and copies of inspection logs are examples of appropriate documents to attach. Information pertinent to cited areas of concern, such as photographs, testimony, sample results and paperwork should also be included. Photographs should be placed in the report in the format found in ATTACHMENT 3. It is not appropriate to attach voluminous documents or manuals to the report. If such documents contain information vital to an enforcement action, the critical pages should be excerpted for inclusion as report attachments.

If the inspection involves more than one media (multi-media), the designated lead inspector will compile the findings of all media inspections into a single FIF. The lead inspector may require that each contributing inspector write their own narrative and citations page and attach them all under a single page 1 of the FIF. The "Inspection Date" on the FIF refers to the date the facility was visited. The "Departure Date" will be the same day (in the case of an inspection lasting less than one day) or the last day the inspector is on-site (in the case of an inspection lasting more than one day).

4.2 Report Submission

The report package should be completed and sent to the inspector's supervisor within 20 working days after the inspection is completed or after all necessary information (such as analytical data) is received. The supervisor (or ES Staff conducting the review) will have ten working days to review the report and send the completed report package to the main office. One copy should be retained in the Regional Office file.

4.3 TEMPO

Within five working days after the inspection, the inspector must initiate the inspection document in TEMPO by creating an inspection document and, at a minimum, enter the date of inspection and the Compliance "Set/View" Type. If no agency interest record exists for the subject facility in TEMPO, apply for an AI number according to the *Standard Operating Procedure for Inspection Data Entry into TEMPO*. When received, enter the needed data as stated above within five days. Prior to submitting the written report to his supervisor, the inspector will enter the necessary data into the TEMPO database using the established *Standard Operating Procedure for Inspection Data Entry into TEMPO*.

If areas of concern are observed at the inspected facility, the inspector has the discretion of allowing the facility to correct any concerns prior to completion of the report. If the inspector exercises this prerogative, he/she should not have the report locked in TEMPO until the re-visit findings are complete. At that time, previously found areas of concern may be marked "Corrected concern" if the facility has responded to the concerns acceptably. The supervisor will refer and

lock the Compliance Evaluation Report in the TEMPO Central File prior to sending the hard copies to the main office.

There are two options available to the inspector relative to the FIF in the case of a re-visit as described in the previous paragraph: 1) The inspector may fill out an FIF, have the facility representative sign the FIF and leave a copy with the facility representative. Then upon returning for the re-visit, the inspector would fill out a second FIF to document the findings of the re-visit (corrective actions the facility may have made relative to the non-compliance issues as stated in the first FIF) **OR** 2) The inspector will fill out an FIF, have the facility representative sign the FIF and leave a copy with the facility representative. Then upon returning to the facility for the re-visit, the inspector would document his re-visit findings (corrective actions the facility may have made relative to the non-compliance issues as stated in the FIF) on an "Additional Observations" page, ensuring that the date of the re-visit and the facility representative's signature is on the "Additional Observations". A copy of this page would then be left with the facility representative. Option (1) results in two complete FIF's. Option (2) results in one FIF that has an 'amendment' or new entry to document re-visit findings. In both cases, a single Compliance Evaluation Report in TEMPO is used to document all findings.

5.0 Enforcement Referral

It is necessary to refer the inspection findings to the Enforcement section for appropriate action when the findings suggest areas of concern. Within the inspection packet/enforcement referral, a narrative summary should detail the exact problems noted. This can be properly included in the narrative portion of the FIF (if obvious from the site visit), but usually will require an attached typed narrative providing adequate and thoroughly detailed factual information that supports areas of concern noted. The inspector should use a "bullet list" to summarize the areas of concern he/she wants to bring to the attention of the enforcement writer.

Supplemental documentation (such as checklists, media-specific inspection forms, photographs, sample results, record copies, etc.) sufficient to clearly state the areas of concern MUST be included. Remember the burden of proof lies with the inspector to establish that facts exist that warrant consideration of an enforcement action. **This is NOT to be construed to mean that an inspector at any time should ever recommend in writing a specific enforcement action type or communicate to the regulated community what enforcement action to anticipate.** The report package is reviewed by the supervisor for completeness and accuracy prior to being sent to Enforcement. The package will contain a referral cover sheet (Attachment 1) that contains the areas of concern, the media involved and signatures of the inspector, supervisor and manager and will be directed to the Enforcement Managers, depending on the media involved.

The Enforcement section must also consider nine factors in determining the magnitude of a penalty if one is to be assessed. Some of the information they need is likely to be

on a good inspection report. Try to provide the additional information in the narrative that would address those factors likely to be uncovered during a compliance evaluation. The nine factors and some things to consider are:

- Degree of Risk to human health or property – type of pollutant involved; where it went; ongoing or one-time occurrence; measurable harm or risk to the environment or public health; temporary or permanent loss of the use of an environmental resource. This is information typically included in an incident or inspection report.

- Nature and Gravity – refers to the degree to which the facility attempted to comply with the intent of the requirement (Minor: mostly in compliance - slight deviation from the intent of the requirement; Major: mostly not compliant – large deviation from the intent of the requirement; or Moderate: something within the range of these two situations). This information sounds somewhat subjective, but it is something for which an inspector/investigator may well have an understanding and may be best communicated to the enforcement writer verbally. See LAC 33:I.705(A)(2) for more detail.

- History of Previous Violations or Repeated Noncompliance – repeat violation; continuing problem; when was the last occurrence; any other media problems. This is information typically included in an incident or inspection report.

- Gross Revenues Generated by the Respondent – number of employees; size and sophistication of the facility; nature of the business; how long has it been in business. This is not frequently addressed by the routine inspection and the inspector should avoid speaking directly to issues that do not pertain to a facility's environmental regulatory obligations.

- Degree of Culpability, Recalcitrance, Defiance, or Indifference to Regulations – who was responsible; did the company have control over the area of concern; did the subject issue continue after the issue was brought to the attention of the facility; what procedures were utilized by the company to prevent the concern from taking place. This information may be somewhat subjective, but it is something for which an inspector/investigator may well have an understanding and may be best communicated to the enforcement writer verbally, not in the report.

- Failure to Mitigate Damages Caused by Noncompliance – The responsible entity is required by law to mitigate impacts caused by unauthorized situations. What actions would be required to mitigate the situation and were any attempts made to rectify the problem?

- Noncompliance Reported or Concealed by Facility – was it reported as required; was it concealed?

- Monetary Benefits Realized Through Noncompliance – did the company save money by not complying? This is not information typical of a routine inspection, but is most likely obtained by the Enforcement staff through personal contact with the Surveillance Inspector after the enforcement referral, and as such, should be acknowledged by the inspector.

- Response Costs – number of hours inspector spent on the investigation; cost of film, lab analysis; miles traveled. This is not information typical of a routine inspection, but is most likely obtained by the Enforcement staff through personal contact with the Surveillance Inspector after the enforcement referral, and as such, should be tracked by the inspector.

The Enforcement Division may issue an action after referral. For final actions issued that are applicable, it is the responsibility of the affected regional surveillance staff to schedule a "follow-up" inspection based on the terms and conditions specified within the enforcement document for the purpose of determining the facility's adherence to the enforcement action requirements. Such follow-ups shall be based upon contact by the enforcement section providing information on deadlines required. If the findings of the follow-up are not satisfactory, documentation of the follow-up must be referred to the enforcement division in the manner described above. If the findings are satisfactory, provide a copy of the FIF documenting the compliance to the enforcement writer.

6.0 Small Business Assistance Program

The Small Business Assistance Program (SBAP) housed within LDEQ's Office of Environmental Services represents another tool to help LDEQ resolve non-compliance issues at permitted and non-permitted facilities.

During an inspection, the facility representative may inform the inspector that they are working with SBAP (they will show a LDEQ/SBAP business card with a date on it). The Field Interview Form (FIF) should be completed as normal and all areas of concern should be properly listed. Upon returning to the office, the inspector should call the SBAP representative working with the subject facility and confirm that he/she is aware of all findings on the FIF. The SBAP staff will work with the facility to instruct them on how to gain compliance. If SBAP efforts are unsuccessful, they will refer the facility to Surveillance for further handling relative to the issues of non-compliance.

When entering the FIF information into TEMPO, select the compliance status pick-list value "Referred to Small Business" for any listed non-compliant requirements for which SBAP involvement is confirmed. This will document the inspector's findings and the referral to SBAP without dumping areas of concern to the violations list.

If an inspector encounters a facility that he/she believes is a candidate for SBAP, the inspector should complete the SBAP Referral Sheet (Attachment 2) in consultation with the inspector's supervisor. Working with SBAP should not preclude the use of referrals

to enforcement when warranted, nor should pending enforcement actions be delayed to await the outcome of compliance assistance efforts.

7.0 Media-specific Inspection Details

7.1 Water Inspections

Water inspections may be of several types, depending upon the nature of the permitted activity and the depth to which the inspection is conducted. At a minimum, all Routine (as defined by the *EPA Inspector Credentials Authorization Procedures, Facility Inspection Schemes*) water permit compliance inspections will be conducted at least to the Compliance Evaluation Inspection (CEI) level as described in the NPDES Compliance Inspection Manual (1994), page 1-1 and Table 1-1. Routine water-related CEIs that include these activities will be considered a Full Compliance Evaluation (FCE). For-cause inspections that are intensive in nature and require significant expenditure of time and resources will also be considered FCE. Inspections other than routine permit compliance inspections that involve fewer inspection activities and are not intensive in nature, such as case-development support inspections and follow-up inspections that only involve scrutiny of a limited number of facility requirements, may be considered Partial Compliance Evaluations (PCE).

More in-depth compliance inspections may be conducted as needed, including compliance sampling inspections (CSI), pretreatment compliance inspections (PCI), toxics sampling inspections (TXI), performance audit inspections (PAI), diagnostic inspections, stormwater inspections (construction and industrial) and biomonitoring inspections. All types of inspections indicated in the NPDES Compliance Inspection Manual (1994) may be used by inspection personnel conducting water-related inspections.

After entry interview, it is suggested that the inspector go directly to the outfalls (beginning with the main process outfall unless a given situation warrants something else). Visually observe and document characteristics as found in Section L of the NPDES Form 3560. Sampling is best initiated at this time. Check *in-situ* pH and flow meters/recorders. Determine if primary flow measurement devices are appropriate and properly installed. Ask for the person who does the sampling and ask them to show you how they sample. Use this information and pursue the issue further to evaluate the self-monitoring program.

A facility site review should be conducted next. Traveling the perimeter of the facility, determine if water flows have occurred that leave the facility through unauthorized outfalls (locations not specifically defined in the permit). Check applicable aboveground storage tanks for adequate containment (along with other SPCC requirements found in LAC 33:IX 901 *et seq.*). Look for evidence of spills that may not have been reported. Check the facility against the permit application to determine if the facility is as it was described in the permit application as applicable. See if adequate curbing or other acceptable structures

are in place around process areas to allow for sufficient containment capabilities in the event of a spill. Check for proper sludge handling practices as applicable (NOTE: areas of concern relative to sludge handling are covered under solid waste regulations and, if cited or checked, constitute a multi-media inspection).

An inspection of the in-house laboratory (if one exists) may be conducted next. Ask laboratory personnel to show you some of their procedures. Method checklists are valuable to use to determine lab technician conformance with standard methods. Check lab records to ensure that meters and other essential equipment are properly calibrated and/or maintained. Look to see if standards and buffers used in LPDES reporting requirements are expired. Review quality control procedures for adequacy. In the absence of an in-house lab, the contract lab used by the facility to do wastewater analyses for reporting purposes is subject to inspection also.

Records review may include comparisons of Discharge Monitoring Reports (DMR's) to laboratory bench sheets. Run calculations to decide if averages and loading rates were calculated correctly. Review maintenance records to determine if problem equipment has been properly maintained. Proper record keeping will include storing applicable records of three years.

Any water-related permit compliance inspection may have storm water implications. When required, a facility may have a Storm Water Pollution Prevention Plan. Attachment 5 in the Appendix contains the LPDES Industrial General Permit Checklist to aid the inspector in evaluating that portion of a facility's requirements.

Details of completing a water inspection can be found in the *NPDES Compliance Inspection Manual*. 1994. U.S.E.P.A. EPA 300-B-94-014.

7.2 Air Inspections

7.2.1 Air-specific activities

Some specific activities associated with air inspections include:

Visible Emissions Observation - each emission point should be identified and observed for visible emissions. A Method 9 for visible emissions should be conducted if opacity is greater than 5%. The Visible Emission Observation form is referenced in this document.

Operating Parameters - Operating parameters of process equipment and control equipment should be obtained. Factors such as fuel firing rates, feed rates, scrubber flow, and differential pressure are just a few of the operating parameters, which should be noted. In some cases, an operating permit may regulate the allowable parameters of some equipment. These parameters may be compared to the parameters noted

during the most recent emissions testing when determining compliance with permit limits and emission standards.

Continuous Emission Monitors (CEM) - CEM located in the field must be secure, operating and in good condition. CEM data should be reviewed to ensure that equipment subject to continuous emission monitoring is operating within allowable standards and that CEM quality control and quality assurance procedures are being followed. Procedures for documenting and reporting excess emissions should also be addressed. The CEM Checklist should be completed and attached to the report.

Visible Inspection of Process Lines and Equipment - while touring the process areas, the following items should be addressed:

- Open ended lines in Volatile Organic Compounds (VOC) or Volatile Toxic Air Pollutants (VTAP) service
- Leaking sampling connection systems and/or pumps in VOC or VTAP service
- Drains and junction boxes
- Visible leaks/spills
- Product loading/unloading activities
- VOC storage tank floating roof tank seals
- Material handling procedures (asbestos, mercury)
- General condition of equipment
- Operating status of the facility
- Equipment not in service
- General housekeeping
- New construction or removal of equipment
- Unpermitted equipment
- Offsite problems or odors
- Emission points noted in Title V Annual Compliance Certifications as having deviations from compliance.
- Any problems that should be referred to other divisions within LDEQ.

7.2.2 Air-specific Report Information

It is important, and almost always necessary, for the inspector to make note of and include in the report the following items:

Process Description - This will be a concise description of the activity that takes place at the facility. This description should include the raw materials used and how they are transported. It should also include a listing of the products and by-products and their respective disposition. If the inspected facility has multiple processes, a brief description of each should be given. Diagrams of the facility or process(es) that are included as attachments will be referenced in this section.

Permit History - This section is a listing of all permits issued to the subject facility. The information for each permit must include the permit number, date of issuance, applicable program (SIP, NSPS, etc.), and the units or sources to which each permit applies.

Emission Point Review - This section is a summary of tour observations of emission points. Each point where areas of concern are identified should be individually listed. Each emission point listed in the V Annual Compliance Certification as being in deviation should be evaluated for compliance. The point must be referenced by the identification number designated in the Emission Inventory Questionnaire, in the Application for Approval of Emissions and in the permit. Sufficient factual information detailing the concern(s) found with a specific point must be included.

Narrative - The narrative portion summarizes all facets of the inspection. Information contained in this section is the basis for any enforcement action that may arise from the inspection. If areas of concern are found, they are thoroughly documented here with supporting factual information (who, what, when, where, how) along with appropriate reference to the Environmental Regulatory Code (LAC 33:III), Environmental Quality Act, or other applicable regulations or permits conditions. This section may contain a broad range of information, but should at least contain portions discussing the following subjects.

- General Information – This would include current production rates, hours of operation, and number of employees. It may also include information to aid in future inspections, such as directions to a facility that is difficult to locate.
- Facility Tour – This details observations made during the facility tour including any areas of concern noted.
- File Review – This details observations made during a review of records maintained by the facility and by the LDEQ.
- Annual Compliance Certification – A statement indicating how the result of the inspection compared to the Annual Compliance Certification.

Specific Conditions – A statement noting how each specific condition of the permit was evaluated must be made.

Attachments - In cases referred to Enforcement, it is appropriate to attach information to the report such as photographs, Permit Specific Conditions, site maps, process diagrams or any other documentation necessary to carry the Department's burden of proof in a given case. Any attached items must be identified on a "List of Attachments" in the report. It is not appropriate to attach voluminous documents or manuals to the report. If

such documents contain information vital to an enforcement action, the critical pages should be excerpted for inclusion as report attachments.

7.3 Hazardous Waste

A report narrative is drafted when a compliance inspection of a facility has been completed. The report must be a thorough documentation of the compliance status of the facility at the time of the inspection. This reporting procedure is designed for permitted facilities, but could also be applied to any compliance inspection.

Checklists have been developed for each facility type (generator, TSD, Used Oil, etc.) and each type of regulated unit (container storage, tank, incinerator, landfill, etc.). These checklists are designed to assist an inspector in making a thorough inspection. They are to be used as a reference guide and training document. All pertinent information observed during an inspection must be recorded and then documented in the inspection report narrative.

Necessary equipment, including items such as camera or video equipment, safety gear (nomex outerwear, glasses, shoes, hearing protection, etc.), monitoring equipment (TVA-1000, CGI, halogen leak detector, etc.) and sampling equipment should be checked prior to the inspection. The inspector will have film (or diskettes for digital cameras), sample containers and Chain of Custody forms during the inspection for evidence collection.

Hazardous waste generation points - Each generation point should be identified. These points may be as complex as one or more manufacturing processing unit(s) at a chemical plant or as simple as a painting booth at a body shop. The inspector should observe operations at each point to determine if there are any spill, releases, or discharges coming from the area. The inspector should determine if the facility has identified all waste streams, if the facility has performed a hazardous waste determination on all waste streams and if these determinations are correct.

Hazardous waste management units - The inspector should visually inspect each waste management unit for compliance with the applicable regulation(s) and/or permit condition(s). Unit specific checklist should be used as a reference.

Other Areas - The inspector should visually inspect other areas such as storage lots, buildings, and other secluded areas where waste may have been placed or stored improperly. These areas may be hiding places used by the facility.

Records Review - The records review may include, but not be limited to:

- Notification form (HW-1)
- Annual report

- Manifest and Land Disposal Restriction notifications
- Inspection logs for each waste management unit
- Personal training plan and annual training updates*
- Contingency Plan* +
- Documentation supporting waste determinations
- Waste Analysis Plan * +
- Waste management unit's operating logs +
- Closure and Post Closure Plans/Permit(s)* +
- Closure Cost Estimates* +
- Waste Minimization Plan
- Air Emissions Records

  + - applies to Class 1 and permitted facilities only
- If these plans are part of an approved permit, then it is only necessary to review any revisions made to the plan since the last inspection.

The Report Narrative

A report narrative must be a thorough documentation of the compliance status of the facility at the time of the inspection and summarize all facets of the inspection. The narrative should contain factual information only. The inspector documents what he observed and what information was provided to him by the facility. For example: (1)"Observed 2 open 55 gallon containers labeled Hazardous waste …"(2) Mr. Smith stated that the drums had been open all day". Information contained in the narrative is the basis for any enforcement action that may arise from the inspection. If areas of concern are noted, they are thoroughly documented here with a description of the offense (who, what, when, where, how) along with supporting documents (MSDS, manifest, inspection logs, etc.) and photographs. This reporting procedure is designed for permitted facilities, but could also be applied to any RCRA compliance inspection

Specifics to be include in the report

- Type of inspection to be performed (CEI, Complaint, etc).
- Items noted during record review – History of facility since last inspection such as status of permit request, permit modifications, closure activities, etc.
- Process Description - This will be a concise description of the activity that takes place at the facility. This description will include what processes generate hazardous waste. It will also include a listing of the hazardous waste generated by the processes and the waste respective disposition. If the inspected facility has multiple processes, a brief description of each must be given. Any diagrams of the facility or process that are included as attachments will be referenced in this section.
- Permit History - This section is a listing of all hazardous waste permits issued to the subject facility. The information for each permit must include the units to which each permit applies.

- Facility Tour - This details observations made during the facility tour including any violations noted.
- File Review - This details observations made during a review of records maintained by the facility and by the LDEQ.
- Specific Conditions - A statement regarding the compliance status of the facility to every applicable Permit Specific Condition must be made.

Compliance Monitoring Enforcement Log (CMEL) – This document will be completed according to the directions accompanying the CMEL and one copy submitted to the designated Enforcement Division personnel within the seven days of completion of the inspection. The CMEL may be electronically (e-mail) submitted to the Enforcement Division. Revised/updated CMEL will be submitted to the Enforcement Division as needed.

To be consistent with the RCRA QAPP, reports must be submitted to the Supervisor for review within fifteen working days of acquiring all necessary information.

7.4 Radiation

7.4.1 Inspection Planning

The inspector should become familiar with the regulations that apply to the particular license or registration. Some chapters apply to all licensees and registrants, while other chapters apply to a specific category of license. Learning the regulations is primarily a matter of study and experience. The licensee or registrant has committed to doing certain things that are contained in his operating and emergency procedures. Since the inspection is to insure that the individuals are following the procedures, these must be studied and understood by the inspector. Information such as use of personnel monitoring, types of survey instruments used at the facility, location and type of x-ray machine and frequency of calibration are contained in the application. The application should also be reviewed prior to the inspection so that the facility may be inspected relative to the application.

A film, TLD, or OSL badge for monthly and annual personnel monitoring should be worn during radiation inspections. Even if the potential for exposure is very small the wearing of the personnel monitoring badge is required to help develop the habit of wearing personnel monitoring at all times and also to set an example for the regulated community.

A zero-to-200 mR pocket dosimeter is also to be worn during all inspections. The use of a pocket dosimeter is especially critical during inspections of industrial radiography licensees. The dosimeter should have been checked for correct response to radiation within the last 12

months and have a valid calibration sticker affixed. It is recharged daily with use.

When conducting inspections of industrial radiography licensees, an alarming rate meter is required of the licensee and LDEQ personnel. The meter should have been calibrated within the past 12 months. It should be checked for proper operation daily with use.

7.4.2 Conducting the Inspection

If two (2) inspectors are present, only one (1) should conduct the inspection. The second should not interrupt during the interview but save his questions for the end of the inspection. Never contradict each other or argue in front of the licensee or registrant.

Licenses and registrations are prioritized based upon the degree of hazard associated with their activities. This has been established and is documented in the “Inspection Priorities and Frequency” document. When scheduling, higher priority inspections should be scheduled first. It is recommended that inspections be scheduled by zip code, or cities within a geographical region, in order to conserve gasoline and to more efficiently use time in the field.

One of the best ways for gathering information is through personal observations. This is especially true when inspecting the use of a source of radiation. Some of the things to look for are listed below.

- surveillance of area
- use of ropes or barricades when appropriate
- posting
- use of survey meters
- condition of equipment
- proper monitoring and safety equipment

Interview the right person. Put the person at ease. Phrase questions properly and do not answer your own questions. Listen. Do not be thinking of the next question or checking off spaces on a check-off sheet. Take notes. Control interview. It is an interview not just a record audit. Save areas of concern until last. Do not talk about other inspectors. Do not get trapped into giving absolute numbers or advice that may not hold true in all situations.

Records should be spot-checked and crosschecked as a general rule with the one exception of personnel monitoring records. Personnel monitoring records should be completely reviewed from the time of the last inspection. The following is a list of some of the common records to be reviewed:

- personnel monitoring
- training
- receipt, disposal, and transfer
- periodic inventory
- maintenance
- utilization logs
- leak tests
- exposure and contamination surveys
- radiation histories
- posting requirements
- operating and emergency procedures
- calibration certificates for instruments

A distinction is made between health and safety (major) and record (minor) concerns. Health and safety concerns result or have the potential to result in exposure to individuals or release of radioactive material to the environment. Records concerns are those that involve failure to maintain appropriate records or file appropriate reports in a timely manner. Records concerns are not expected to result in exposure to individuals or release of radioactive material to the environment. Concerns must be thoroughly documented and brought to the attention of the individual responsible for radiation protection. Occasionally, concerns are corrected at the time of the inspection. This is to be noted in the report. It is the Department's policy to bring all items of concern to the individual's attention and to record all areas of concern.

Inspection reports will range from copies of the X-ray inspection forms to the narrative reports used for license inspections. The reports must document areas of concern thoroughly and should be as short as possible. Include the license name, address, parish, date of report, date of inspection, inspector(s), author, and people present at exit interview. List the type of inspection and the location(s) of the inspection. State the number of compliance concerns noted during this inspection and include compliance history information. Also note if the previous inspection concerns have been corrected or if any are repeat problems. Describe the organization of the business, the Radiation Safety Officer (RSO), Radiation Safety Committee (RSC) if applicable and describe the personnel monitoring system if one is being used.

In the report narrative, describe in detail what was inspected, where it was located, what records were reviewed and how procedures were followed. If an area of concern is noted, completely describe the event or document it so that the area of concern is completely understood by those that review your report. Provide specific factual information about the area of concern noted.

7.5 Solid Waste

Solid waste facilities are subject to the regulations that were in effect at the time the permit was issued, not necessarily the most current version of the regulations. The permit application contains the applicable regulations and requirements for permitted units. Permitted units may include, but are not limited to, landfills, surface impoundments, landfarms, incinerators, processing facilities, composting facilities and beneficial use facilities, etc. A review of the application will provide information about the type and number of permitted units, types of waste, waste handling procedures and the facility layout. Determine if any permit modifications have been approved or submitted by the facility since the last inspection.

Each permitted unit should be identified and observed visually to ensure requirements of the permit are being met. Items that may be observed and evaluated include, but are not limited to, surface water drainage, methods of monitoring incoming waste, condition of access roads, monitoring well construction, security, waste management, daily, interim and final cover, gas management, safety devices, equipment utilized during emergencies, buffer zone, vector control, leachate management, litter control, segregated waste control, the general condition of the unit, operation of the unit, general housekeeping, and problems that should be referred to other sections within the Department.

The inspector may make notes of observations and any pertinent statements made by facility representatives. Ask questions and stop to investigate any area that you may have concerns about. Do not allow the facility representative to hurry the investigation or prevent you from asking questions of other employees. If the facility limits the inspector's access to certain portions of the facility related to the inspection, this is similar to denial of access to the facility. If an area of concern is noted during the site tour, always bring it to the attention of the facility representative and discuss it with them at the time it is discovered. Document the area of concern(s) and photograph them if possible.

The records review may be conducted before or after the visual observation of permitted units. Determine if records required are present and being properly maintained for compliance, completeness, accuracy and retention times. Request copies of records necessary to support any area of concern noted. Records that may be inspected include, but are not limited to, correspondence between the facility and the Department, emergency procedures and contingency plans, certified filed notes for construction, training documents, daily logs, quality-assurance/quality-control records, inspection records to detect prohibited incoming waste, Board of Certification and Training for Solid Waste Disposal System Operator Certificates, records on leachate volume, monitoring, testing or analytical data, groundwater sampling results, post-closure monitoring reports, annual reports, semiannual soil waste mixture test, records of transporters

transporting waste for processing or disposal at the facility and all records specified in the application as necessary for the effective management of the facility and for preparation of required reports.

The report will contain inspector observations that summarize the facts of the inspection. This will be a brief description of the activity that occurs at each permitted unit. This description will include solid waste generated and how the waste is handled. Any diagrams of the facility or process that are included as attachments should be referenced in this section. Information contained in this section is the basis for enforcement actions that may arise from the inspection. If areas of concern are noted, they must be thoroughly documented with a list of supporting facts (who, what, when, where, how). This section may contain a broad range of information, including portions discussing the following subjects:

- Facility Tour – Includes observations made during the facility tour including any areas of concern noted.
- File Review – Includes observations made during a review of records maintained by the facility and the Department.
- Specific Conditions – Includes the apparent compliance status of the facility.
- Conclusions – Includes the inspector's summary of factual information that supports any concerns noted.

7.6 Underground Storage Tank Inspection Details

A review of the facility file should be completed prior to the inspection. Forms that should be reviewed include registration, registration of technical requirements, closure/assessment and notification of intent to close, etc. The forms provide information on the contact person in charge of tanks, number of registered tanks, technical requirements for each tank and other pertinent information.

The UST system should be observed visually to check for consistency with UST forms submitted to the Department. Determine if any revisions to applicable UST forms have been made or submitted by the facility or if there are any near future plans to make any modifications. Items that may be observed and evaluated include, but are not limited to, release detection devices for tanks and piping, corrosion protection of tanks and piping, spill prevention equipment, overfill prevention equipment, general condition and housekeeping of the UST system and any problems that should be referred to other sections within the Department. Determine if the facility has made any changes to the UST system. The inspector should make notes of observations and pertinent statements made by facility representatives. Ask questions and investigate any area that you feel is necessary. If an area of concern is noted, always bring it to the attention of the facility representative. Document the areas of concern and photograph them if possible.

When a leaking tank is discovered, it is imperative that the inspector document all necessary information to determine if a facility is in “substantial compliance”. This information is needed to determine if the facility is eligible for UST Trust Fund operations. LRS 30:2194(B)(10) defines "substantial compliance" to mean that **“…an owner of an underground storage tank has registered that tank with the department, has generally complied with the state and federal laws and regulations applicable to underground storage tanks, and noncompliance with such laws and regulations has not caused or contributed to a release, has met the financial responsibility requirements imposed by RS 30:2195.9 and has promptly notified the secretary of any third- party claim or suit made against him"**. Note the distinction from paperwork deficiencies and those that may contribute to leaks/releases, such as lack of cathodic protection or tightness testing. If a leaking tank is out of service, try to determine the last date when the tank was used; that is, when was fuel last dispensed from the subject tank.

The records review may be conducted before or after the visual observation of UST system. Determine if required records are present and being properly maintained for compliance, completeness, accuracy and retention times. Request copies of records necessary to support any area of concern noted. Records that may be inspected include, but are not limited to, correspondence between the facility and the Department, release detection records, cathodic protection records, maintenance records, testing or monitoring results, historical data kept onsite, required reports, and records of corrective actions taken since the last inspection (if applicable).

A report is drafted when a compliance inspection of the UST system has been completed. The report must be a thorough documentation of the factual information gathered at the time of the inspection. The report should consist of the FIF and any necessary attachments.

The report will contain inspector observations that summarize the facts of the inspection. Information contained in this section is the basis for enforcement action that may arise from the inspection. If areas of concern are found, they are documented here with a list of supporting facts (who, what, when, where, how). This section may contain a broad range of information, including portions discussing the following subjects:

- General Information – Includes the number of tanks, tank contents and tank capacity.
- Visual Observations – Includes pertinent observations noted while inspecting the UST system, including areas of concern.
- File Review – Includes observations made during a review of records maintained by the facility and the Department.

- Specific Conditions – Includes the apparent compliance status of the facility.
- Conclusions – Includes the inspector's summary of factual information that supports in concerns noted.

7.7 Waste Tire Inspection Details

The permitted area should be identified and observed visually to ensure all requirements of the permit are being met. Items that may be observed and evaluated include, but are not limited to, waste tire storage capacity, waste tire material storage, segregation of waste tires from used tires, practices used to exclude water from tires, required signs, controlled access, buffer zone, site drainage, vector control, waste tire pile dimensions, access lanes, fire control systems, treatment of process water, waste tire handling, general condition and housekeeping and any problems that should be referred to other sections within the Department. The inspector should make notes of observations and any pertinent statements made by facility representatives. Ask questions and stop to investigate any area that you may have concerns about. If an area of concern is noted during the site tour, always bring it to the attention of the facility representative and discuss it with them at the time it is discovered. Document the area of concern and photograph them if possible.

The records review may be conducted before or after the visual observation of the site. Determine if records required are present and being properly maintained for compliance, completeness, accuracy and retention times. Request copies of records necessary to support any area of concern noted. Records that may be inspected include, but are not limited to, correspondence between the facility and the Department, historical data kept onsite, completed manifest, monthly waste tire fee reports, required logbooks, operational plans and all required reports and records.

8.0 Applicable Inspection Forms

The Field Interview Form (FIF) and Incident Report Form are two documents applicable to all media when conducting inspections and/or investigations. Other media-specific forms that may be included in a given inspection are listed below.

8.1 Water: EPA Form 3560-3 rev 1979.
8.2 Air: Visible Emission Observation Form, Continuous Emission Monitor (CEM) Checklist
8.3 Hazardous: Compliance Monitoring Enforcement Log (CMEL), equipment checklists
8.4 Radiation: X-Ray Form
8.5 UST: Release Detection Checklist; Compliance Inspection Checklist for Underground Storage Tanks.
8.6 Waste Tire Checklist

EXHIBIT D.

COMPLIANCE INSPECTION REPORT FOR UNDERGROUND STORAGE TANKS

AI #:		**FID #:**					
AI NAME:				**INSPECTION DATE(S):**			
Physical Location							
			LA	**Parish:**			
	(City)		(State)				
Mailing Address:							
	(Address)		(City)		(State)	(Zip)	
Facility Representative/Title:							
Facility Representative Telephone No:							
Lead Inspector:							
Other Inspector(s):							
Summary of Findings/Comments							
Report By:							
	Your name, title					(Date)	
Reviewed By:							
	, Environmental Scientist Supervisor					(Date)	

Note: All questions are to be answered. The answer is either yes, no, or not applicable.
Use the further explanations pages in the back to describe your areas of concern in greater detail.

AI #:		FID #:		
AI NAME:			INSPECTION DATE(S):	

Section A Registration Requirements **(Further Explanation Attached ☐)**

1. Please indicate the number, size, product stored, installation date, and upgrade date for each tank registered at the facility? Tanks installed on or before Dec 22, 1988 are considered existing tanks.

DEQ ASSIGNED TANK NO.	SIZE OF TANK (GALLONS)	PRODUCT STORED	INSTALLATION DATE	UPGRADE DATE

Latitude: Degrees: Minutes: Seconds: Tank Hole Location

Longitude: Degrees: Minutes: Seconds:

Significant Operational Compliance Components (SOC)

SOC - Release Prevention

Section B Standards for New Underground Storage Tanks **(Further Explanation Attached ☐)**

1. Is each tank properly designed and constructed to prevent corrosion in any portion, which routinely contains product? (303.B.1) ☐ Yes ☐ No ☐ N/A
2. What is the corrosion protection method for the tanks?
   - a. Fiberglass reinforced plastic (303.B.1.a.) ☐ Yes ☐ No ☐ N/A
   - b. Tank constructed of metal and cathodically protected e.g. metal tank coated with dielectric material; impressed current (303.B.1.b) Specify: ☐ Yes ☐ No ☐ N/A
   - c. metal-fiberglass reinforced plastic composite (303.B.1.c) ☐ Yes ☐ No ☐ N/A
   - d. Records available to document CP is not necessary. (509.B.1) ☐ Yes ☐ No ☐ N/A
   - e. Other corrosion protection Specify: ☐ Yes ☐ No ☐ N/A

Section C Standards for New UST Piping System **(Further Explanation Attached ☐)**

1. Is the piping that routinely contains regulated substances and is in contact with the ground or water designed, constructed, and protected to prevent corrosion? (303.B.2) ☐ Yes ☐ No ☐ N/A
2. What method of corrosion protection is used for the piping?
   - a. Fiberglass-reinforced plastic piping (303.B.2.a.) ☐ Yes ☐ No ☐ N/A
   - b. Constructed of metal and cathodically protected e.g. coated w/dielectric material etc. (303.B.2.b.) Specify: ☐ Yes ☐ No ☐ N/A
   - c. Metal piping without additional corrosion protection measures. (303.B.2.c.) Specify: ☐ Yes ☐ No ☐ N/A
   - d. Records available to document CP is not necessary. (509.B.1) ☐ Yes ☐ No ☐ N/A

Section D Spill and Overfill for New UST Systems **(Further Explanation Attached ☐)**

1. Is **each** tank equipped with Spill Prevention Equipment to prevent a release of product when the transfer hose is detached from the fill pipe? (303.B.3.a.i.) Date Installed: ☐ Yes ☐ No ☐ N/A
2. Is each tank equipped with Overfill Prevention Equipment? (303.B.3.a.ii.) Date Installed: ☐ Yes ☐ No ☐ N/A
3. Is the Overfill Prevention Equipment designed to:
   - a. Automatically shut off flow to the tank when the tank is no more than 95% full? e. g. butterfly valve (303.B.3.a.ii.(a)) (device not tampered with or inoperable) ☐ Yes ☐ No ☐ N/A
   - b. Automatically alert the transfer operator when the tank is no more than 90 % full? (Is the alarm near the fill port? Does it work?) (303.B.3.a.ii.(b)) e.g. overfill alarm ☐ Yes ☐ No ☐ N/A
   - c. Restrict the flow 30 minutes prior to overfilling or alert the operator one minute before overfilling? (303.B.3.a.ii(c)) e.g. ball floats ☐ Yes ☐ No ☐ N/A
4. What type of Overfill Prevention Equipment being used? (303.B.3.b.)

Section E Upgrading Existing UST Systems to New System Standards **(Further Explanation Attached ☐)**

1. Does the Existing UST system comply with one of the following requirements:
   - a. Was the system upgraded to meet the standards for New UST systems? (303.C.1.a.) ☐ Yes ☐ No ☐ N/A
   - b. Was the system upgraded with cathodic protection? (303.C.1.b.) If yes, complete Section H. ☐ Yes ☐ No ☐ N/A

Note: All questions are to be answered. The answer is either yes, no, or not applicable.
Use the further explanations pages in the back to describe your areas of concern in greater detail.

AI #:		FID #:		
AI NAME:			INSPECTION DATE(S):	

2. What method of corrosion protection is used for each tank?

a.	Metal tank retrofitted with interior lining (303.C.3.a) Date Lining Installed:	☐ Yes ☐ No ☐ N/A
b.	Is lining inspected periodically? Date of Last Inspection:	☐ Yes ☐ No ☐ N/A
c.	Metal tank retrofitted with cathodic protection (303.C.3.b.)	☐ Yes ☐ No ☐ N/A
d.	Internal Lining combined with cathodic protection (303.C.3.c)	☐ Yes ☐ No ☐ N/A
e.	Other corrosion protection. Specify:	☐ Yes ☐ No ☐ N/A

Section F Piping Upgrading Requirements **(Further Explanation Attached ☐)**

1.	Is the piping protected from corrosion? If yes, complete Section C. (303.C.4)	☐ Yes ☐ No ☐ N/A

Section G Spill and Overfill for Existing Tanks **(Further Explanation Attached ☐)**

1.	Is each tank equipped with Spill and Overfill Prevention Equipment? (303.C.5) If yes complete questions Section D. .	☐ Yes ☐ No ☐ N/A

Section H Release Prevention Operation and Maintenance **(Further Explanation Attached ☐)**

1.	Is the corrosion protection system continuously operated and maintained to provide corrosion protection to metal components of external portions of the tanks and piping that routinely contain regulated substance and are in contact with the ground or water? (503.A.1)	☐ Yes ☐ No ☐ N/A
2.	Are the cathodic protection systems inspected by qualified testers? (503.A.2)	☐ Yes ☐ No ☐ N/A
3.	Was the cathodic protection system tested within six months after installation? (503.A.2.a)	☐ Yes ☐ No ☐ N/A
4.	Is the system tested at least every three years? (503.A.2.a)	☐ Yes ☐ No ☐ N/A
5.	Does the inspection meet the requirements of a code of practice developed by a nationally recognized association? (503.A.2.b)	☐ Yes ☐ No ☐ N/A
6.	Does the facility have copies of the last two cathodic protection inspections? (503.B.2)	☐ Yes ☐ No ☐ N/A
7.	If the UST system has an impressed current, is the rectifier inspected every 60 days? (503.A.3)	☐ Yes ☐ No ☐ N/A
8.	Does the facility have copies of the last three years rectifier inspections? (503.B.1)	☐ Yes ☐ No ☐ N/A
9.	Are all records of UST system repairs being retained for the operating life of the UST system? (507.B)	☐ Yes ☐ No ☐ N/A
a.	Is a tightness test performed on the tank and/or piping within 30 days of a repair if applicable? (507.A.5)	☐ Yes ☐ No ☐ N/A
b.	Is the cathodic protection systems tested within six months of a repair? (507.A.6)	☐ Yes ☐ No ☐ N/A
c.	Documentation of operation of corrosion protection equipment (509.B.2.)	☐ Yes ☐ No ☐ N/A

SOC - Release Detection

Section I Release Detection Requirements for System **(Further Explanation Attached ☐)**

1.	Does the facility perform an approved method of release detection? (703.A.1)	☐ Yes ☐ No
2.	Is the method of release detection capable of detecting a release from any portion of the tank that routinely contains product? (703.A.1.a)	☐ Yes ☐ No ☐ N/A
3.	Is the release detection system installed, calibrated, operated, and maintained in accordance with the manufacturer's instructions including routine maintenance, etc.? (703.A.1.b)	☐ Yes ☐ No ☐ N/A
4.	Does the release detection system meet the performance standards outlined in 703.A.1.c? (Check third party certification against equipment or method present) (703.A.1.c)	☐ Yes ☐ No ☐ N/A

Section J Release Detection Record Keeping **(Further Explanation Attached ☐)**

1.	As outlined in 705.A.1, does the facility maintain all written performance claims and documentation provided by the release detection vendor throughout the operating life of the equipment? (509.B.4)	☐ Yes ☐ No ☐ N/A
2.	Are the following records, listed in 705 A.2 & 3, retained for at least three year as required? (509.B.4)	
a.	sampling records	☐ Yes ☐ No ☐ N/A
b.	equipment testing;	☐ Yes ☐ No ☐ N/A
c.	monitoring results;	☐ Yes ☐ No ☐ N/A
d.	calibration records;	☐ Yes ☐ No ☐ N/A
e.	maintenance records;	☐ Yes ☐ No ☐ N/A
f.	leak detection equipment repairs	☐ Yes ☐ No ☐ N/A
		☐ Yes ☐ No ☐ N/A
3.	According to 705.A.2., are all tank tightness-testing records retained until the next test is conducted? (509.B.4)	☐ Yes ☐ No ☐ N/A
4.	As outlined in 705.A.3., are schedules of required calibration and maintenance for release detection equipment retained for 5 years? (509.B.4)	☐ Yes ☐ No ☐ N/A

Section K Release Reporting **(Further Explanation Attached ☐)**

Suspected Releases

1.	Facility has notified the department of a suspected release as required (703.A.2)	☐ Yes ☐ No ☐ N/A
2.	Facility has resolved suspected release in accordance with procedures outlined in 707 or 711.	☐ Yes ☐ No ☐ N/A

Spills and Overfills

Note: All questions are to be answered. The answer is either yes, no, or not applicable.
Use the further explanations pages in the back to describe your areas of concern in greater detail.

AI #:		FID #:		
AI NAME:			INSPECTION DATE(S):	

1. Facility has notified department of spills and overfills as required. (713 A) ☐ Yes ☐ No ☐ N/A
2. Follow-up written reports were submitted to department within 7 days as required. ☐ Yes ☐ No ☐ N/A

Section L Release Detection Methods for Tanks (Further Explanation Attached ☐)

Is release dectection being performed on the UST system's tanks? If yes, check the method(s) utilized by the facility? ☐ Yes ☐ No ☐ N/A

☐ A. Inventory Control with Tank Tightness Testing (701.A.1) Deadline date:

a. Are inputs, withdrawals, and amts remaining in tank recorded daily or on each operating day? (701.A.1.a.) ☐ Yes ☐ No ☐ N/A
b. Is the measuring equipment capable of measuring the level of the product over the full range of the tank's height to the nearest one-eighth of an inch? (701.A.1.b.) ☐ Yes ☐ No ☐ N/A
c. Are inputs reconciled with delivery receipts? (701.A.1.c) ☐ Yes ☐ No ☐ N/A
d. Are the deliveries made through a drop tube which extends to within one foot of bottom? (701.A.1.d) ☐ Yes ☐ No ☐ N/A
e. Is measurements of the water level made to the nearest one-eighth of an inch at least once a month? (701.A.1.f.) ☐ Yes ☐ No ☐ N/A
f. Is TTT method capable of detecting a 0.1 gal/hr leak rate from any portion of the tank routinely containing product? (703.B.1.a) ☐ Yes ☐ No ☐ N/A
g. Is the TTT conducted every 5 years as required ? (703.B.1.a) ☐ Yes ☐ No ☐ N/A

Date of Last Test:

h. TTT is conducted following the manufacturer's instructions or third party certification conditions. (703.A.1.c) ☐ Yes ☐ No ☐ N/A

☐ B. Manual Tank Gauging (MTG) (tanks <2000 gal) (701.A.2)

a. If tank is >550 gal and < 2000 gal is annual tank tightness being conducted? (703.B.1.b) Date of last test: ☐ Yes ☐ No ☐ N/A
b. Tank size is appropriate for using MTG (701.A.2) ☐ Yes ☐ No ☐ N/A
c. Method is being conducted properly (701.A.2.d) ☐ Yes ☐ No ☐ N/A
d. No liquid is added to or taken out of tank during test. (701.A.2.a) ☐ Yes ☐ No ☐ N/A
e. Equipment is capable of 1/8-in measurement (701.A.2.c.) ☐ Yes ☐ No ☐ N/A

☐ C. Automatic Tank Gauging (ATG) (701.A.4.)

Make and Model: Probe Type:

a. Is the ATG capable of detecting a leak of 0.2 gal/hr leak rate? (701.A.4.a.i) ☐ Yes ☐ No ☐ N/A
b. If ATG is not capable of 0.2 gal/hr leak rate, is inventory control (or other equivalent performance test) being conducted in accordance with monthly leak detection requirements? (701.A.4.a.ii.) ☐ Yes ☐ No ☐ N/A
c. As the sole method of release detection, the ATG must be able to detect a 0.2 gal/hr release from any portion of the UST system with a probability of detection of 0.95 and a probability of false alarm of no greater than 0.05 (701A.4.b) ☐ Yes ☐ No ☐ N/A
d. The ATG will generate a hard copy which contains the following:
   i. the time and date of the test (701.A.4.b.i); ☐ Yes ☐ No ☐ N/A
   ii. the tank identification (701.A.4.b.ii); ☐ Yes ☐ No ☐ N/A
   iii. the fuel volume in the tank at the time of the test (701.A.b.iii); ☐ Yes ☐ No ☐ N/A
   iv. the qualitative result either "pass" or "fail" (701.A.b.iv); ☐ Yes ☐ No ☐ N/A
e. Is the test being conducted according to Third Party Certification Conditions? (703.A.1.c) ☐ Yes ☐ No ☐ N/A

☐ D. External Release Detection Devices (701.A.5)

General Requirements for Vapor and Liquid Monitoring

a. Do the RDDs meet the general requirements for construction? (701.A.5.a) ☐ Yes ☐ No ☐ N/A
b. Are the release detection devices clearly marked where applicable? (701.A.5.b.vii , 701.A.5.c.vi) ☐ Yes ☐ No ☐ N/A
c. Wells are properly designed and positioned ☐ Yes ☐ No ☐ N/A
d. Type of backfill:
e. Site assessment has been performed for vapor or ground water monitoring? ☐ Yes ☐ No ☐ N/A

☐ **Groundwater Monitoring** (701.A.5.c.)

a. Ground water in the monitoring well is never more than 20 feet from the ground surface. ☐ Yes ☐ No ☐ N/A
b. Can the continuous monitoring device or manual method detect 1/8-in of free product? ☐ Yes ☐ No ☐ N/A

☐ **Vapor Monitoring**

a. Vapor monitoring well is not affected by high ground water. (701.A.5.b.iii) ☐ Yes ☐ No ☐ N/A

☐ E. Interstitial Monitoring (701.A.6.)

a. Describe the UST system which uses IM e.g. double walled tank, secondary barrier: Explain: ☐ Yes ☐ No ☐ N/A

Note: All questions are to be answered. The answer is either yes, no, or not applicable.
Use the further explanations pages in the back to describe your areas of concern in greater detail.

AI #:		FID #:		
AI NAME:			INSPECTION DATE(S):	

b. Secondary containment can be used to detect a release. (701.A.6.a) ☐ Yes ☐ No ☐ N/A

c. Sensor properly positioned. (701.A1.b.) ☐ Yes ☐ No ☐ N/A

☐ **F. Statistical Inventory Reconciliation (SIR) (701.A.7)**

a. Can the SIR method detect a release of 0.2 gal/hr from any portion of the UST System that routinely contains product with a probability of detection of at least 0.95 and a probability of false alarm no greater than 0.05 (701.A.7.a). ☐ Yes ☐ No ☐ N/A

b. Did the owner/operator received the monthly report(s) from the SIR provider/vendor who performs the analysis within 15 days following the last day of the calendar month for which the analyst was performed (701.A.7.b). ☐ Yes ☐ No ☐ N/A

c. Did the SIR analysis report include the following information:

i. the name of the SIR provider/vendor and the name and version of the SIR method used 701.A.7.b.i); ☐ Yes ☐ No ☐ N/A

ii the name of the company and individual who performed the analysis (701.A.7.b.ii); ☐ Yes ☐ No ☐ N/A

iii the name and address of the facility at which the analysis was performed (701.A.7.b.iii); ☐ Yes ☐ No ☐ N/A

iv a description of the UST system for which the analysis was performed (701.A.7.b.iii); ☐ Yes ☐ No ☐ N/A

v. a quantitative statement, in gallons/hr, for each UST system monitored for the month, of the leak threshold, minimum detectable leak rate, and the indicated leak rate (701.A.b.iv.); ☐ Yes ☐ No ☐ N/A

vi a quantitative statement of "pass," "fail," or "inconclusive" for each UST system monitored (701.A.b/v). ☐ Yes ☐ No ☐ N/A

☐ **G. Other Method**: (701.A.8) Specify Method:

a. Method can detect 0.2 gal/hr leak rate or a release of 150 gal within a month; & meet the 95/5 probability requirement. (701.A.8.a) **OR** ☐ Yes ☐ No ☐ N/A

b. EPA/LDEQ has approved the method as being as effective as Tank Tightness testing, ATG, vapor monitoring, ground water monitoring, or interstitial monitoring and operator complies with any conditions imposed by the agency. (701.A.8.b) ☐ Yes ☐ No ☐ N/A

2. Are the release detection methods monitored at least every 30 days? (703.B.1.) ☐ Yes ☐ No ☐ N/A

Section M Methods of Release Detection for Piping (Further Explanation Attached ☐)

Is release detection performed on the UST system's piping? If yes, check the appropriate piping system. ☐ Yes ☐ No ☐ N/A

☐ **A. Pressurized Piping**

1. Which of the following methods of leak detection does the facility use for pressurized piping? (703.B.2.a.)

a. Automatic Line Leak Detectors (ALLD) (one of the following methods is required) (703.B.2.a.i) ☐ Yes ☐ No ☐ N/A

i. Automatic flow restrictor or ☐ Yes ☐ No ☐ N/A

ii. Automatic shutoff or ☐ Yes ☐ No ☐ N/A

iii. Continuous audible or visual alarm ☐ Yes ☐ No ☐ N/A

iv. Is a performance test conducted every 12 months on the line leak detector according to manufacturer's requirements **and** also by simulating a release in order to determine if the system is fully operational? ☐ Yes ☐ No ☐ N/A

v. Can the Automatic Line Leak Detectors detect leaks of 3 gal/hour at 10 psi within 1 hr? ☐ Yes ☐ No ☐ N/A

vi. Is the ALLD operational? ☐ Yes ☐ No ☐ N/A

AND b. One other method (703.B.2.a.ii.) ☐ Yes ☐ No ☐ N/A

i A line tightness test conducted every 12 months (703.B.2.a.ii); Date of last test: ☐ Yes ☐ No ☐ N/A

ii. Is LTT method capable of detecting a 0.1 gal/hr leak rate from any portion of the tank routinely containing product? (703.B.2.a.ii) ☐ Yes ☐ No ☐ N/A

iii. Is the Tightness Test conducted following manufacturer's instructions and third party certification? (703.1.A.c) ☐ Yes ☐ No ☐ N/A

OR

iv. Monthly interstitial monitoring or ☐ Yes ☐ No ☐ N/A

v. Monthly vapor monitoring or ☐ Yes ☐ No ☐ N/A

vi. Monthly groundwater monitoring or ☐ Yes ☐ No ☐ N/A

vii. Monthly statistical reconciliation or ☐ Yes ☐ No ☐ N/A

viii. Other monthly monitoring Specify: ☐ Yes ☐ No ☐ N/A

☐ **B. Suction Piping**

1. Which of the following leak detection methods does the facility use for suction piping? (703.B.2.b)

a. (Safe Suction) No leak detection if the piping has enough slope to drain product back into tank **and** has only one check valve located beneath the pump in the dispensing unit **OR** (703.2.b.) ☐ Yes ☐ No ☐ N/A

b. Line tightness test every 3 years? Dates of last test: ☐ Yes ☐ No ☐ N/A

Is tightness test conducted according to manufacturer's instructions and/or third party certification conditions? ☐ Yes ☐ No ☐ N/A

OR

c. One of the other methods listed in Section K.2.b.ii-vi above and verified (703.B.2.b.v.) Specify: ☐ Yes ☐ No ☐ N/A

Note: All questions are to be answered. The answer is either yes, no, or not applicable.
Use the further explanations pages in the back to describe your areas of concern in greater detail.

AI #:		FID #:		
AI NAME:			INSPECTION DATE(S):	

Section N Requirements for Temporary Closure (Further Explanation Attached ☐)

1.	For UST systems in temporary closure, has the facility (903.A.)	
a.	Notified the Department of the temporary closure status (903.B.3)	☐ Yes ☐ No ☐ N/A
b.	Removed all the liquids from the system. If all liquids were removed, go to Section N. If greater than 1 inch of liquids remain please complete this section and sections L &M. (903.A.)	☐ Yes ☐ No ☐ N/A
c.	If applicable, has the Cathodic Protection been maintained? (903.A.)	☐ Yes ☐ No ☐ N/A
2.	If the UST system was temporarily closed for 3 months or less, did the owner/operator comply with the following: (903.B)	☐ Yes ☐ No ☐ N/A
a.	Leave vent line open and functional (903.B.1)	☐ Yes ☐ No ☐ N/A
b.	Cap and secure all other lines, pump, manways, and ancillary equipment (903.B.2)	☐ Yes ☐ No ☐ N/A
c.	Perform a tank tightness test within five days after the system was brought back into service (903.D.)	☐ Yes ☐ No ☐ N/A

NON-Significant Operational Compliance Components

Section O Additional Paperwork Requirements (Further Explanation Attached ☐)

1.	Is the information on the registration form current and accurate? (301.A.3 or 301.B.)	☐ Yes ☐ No ☐ N/A
2.	Is a copy of the current registration form kept on-site or at the nearest staffed facility? (301.C.3)	☐ Yes ☐ No ☐ N/A
3.	Has the owner/operator submitted the following information to the department:	☐ Yes ☐ No ☐ N/A
a.	Registration form for all UST systems, including installation certification and installer verification for new tank systems (509.A.1.)	☐ Yes ☐ No ☐ N/A
b.	Reports of all releases, suspected releases, spills and overfills, and confirmed releases (509.A.2)	☐ Yes ☐ No ☐ N/A
c.	Descriptions of corrective action plans, site characterizations, free product removal investigation of soil and groundwater cleanup, and corrective action plan (509.A.3.)	☐ Yes ☐ No ☐ N/A
d.	Notification before permanent closure or change-in-service (509.A.4)	☐ Yes ☐ No ☐ N/A
e.	Results of site assessment conducted at permanent closure (509.A.5.)	☐ Yes ☐ No ☐ N/A
4.	Has the owner/operator maintained the following documents:	
a.	Documentation of UST system repairs (509.B.3.)	☐ Yes ☐ No ☐ N/A
b.	A copy of the most current registration form filed with department (509.B.5)	☐ Yes ☐ No ☐ N/A
5.	Was the facility able to provide the records in a timely fashion as required by the inspector? (509.C.)	☐ Yes ☐ No ☐ N/A

Section P General Requirements (Further Explanation Attached ☐)

1.	Are the materials being stored compatible with the materials or liner in the UST system? (505.A.)	☐ Yes ☐ No ☐ N/A
2.	Is the tank located within 50 feet of active or abandoned water well? (303.A.)	☐ Yes ☐ No ☐ N/A

Section Q Temporary Closure Continued (Further Explanation Attached ☐)

1.	If the UST system is temporarily closed for more than 6 months has the owner/operator permanently closed the system (903.C.).	☐ Yes ☐ No ☐ N/A
2.	If the UST system is temporarily closed for more than 24 months, has the owner/operator (903.D)	
a.	performed a site assessment in accordance with 907;	☐ Yes ☐ No ☐ N/A
b.	were the results of the site assessment submitted to DEQ within 60 days following the end of the 24 month period. or	☐ Yes ☐ No ☐ N/A
c.	Applied for an extension to perform a site assessment.	☐ Yes ☐ No ☐ N/A

Section R Requirements for Permanent Closure (Further Explanation Attached ☐)

If the site has undergone permanent closure, has the owner/operator maintained the site assessment for a period of three years?	☐ Yes ☐ No ☐ N/A

Section S Financial Responsibility (Further Explanation Attached ☐)

1.	Has the facility paid its annual monitoring and maintenance fee? (307.D)	☐ Yes ☐ No ☐ N/A
2.	Is the Registration/Fee Certificate posted?	☐ Yes ☐ No ☐ N/A
3.	Can the owner/operators demonstrate financial responsibility for taking corrective action etc, i.e. how is he going to pay for the cleanup of a release? What type of financial responsibility is used? Explain:	☐ Yes ☐ No ☐ N/A

Section T Failure to Comply

Has the facility failed to comply with any of the regulations or any order issued by the department? If so, this constitutes a violation of the Act.	☐ Yes ☐ No ☐ N/A

Note: All questions are to be answered. The answer is either yes, no, or not applicable.
Use the further explanations pages in the back to describe your areas of concern in greater detail.

FURTHER EXPLANATIONS

AI No:		Insp. Date:	

Section:		Part:		Regulation	
Detail:					

Section:		Part:		Regulation:	
Detail:					

Section:		Part		Regulation:	
Detail:					

Section:		Part		Regulation:	
Detail:					

Section:		Part		Regulation:	
Detail:					

Section:		Part:		Regulation:	
Detail:					

Section:		Part:		Regulation:	
Detail:					

Note: All questions are to be answered. The answer is either yes, no, or not applicable.
Use the further explanations pages in the back to describe your areas of concern in greater detail.

AI No:		Insp. Date:	

Section:		Part:		Regulation:	

Detail:

Section:		Part:		Regulation:	

Detail:

Section:		Part:		Regulation:	

Detail:

Section:		Part:		Regulation:	

Detail:

Section:		Part:		Regulation:	

Detail:

Section:		Part:		Regulation:	

Detail:

Section:		Part:		Regulation:	

Detail:

Note: All questions are to be answered. The answer is either yes, no, or not applicable.
Use the further explanations pages in the back to describe your areas of concern in greater detail.

EXHIBIT E.

LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY
FIELD INTERVIEW FORM

FACILITY ID#:_____ INSPECTION DATE:_____ TIME OF ARRIVAL:_____

DEPARTURE DATE:_____ TIME OF DEPARTURE:_____

FACILITY NAME:_____ PH #:_____

LOCATION:_____

_____ PARISH NAME:_____

MAILING ADDRESS:_____
(Street/P.O. Box) (City) (State) (ZIP)

FACILITY REPRESENTATIVE:_____ TITLE:_____

INSPECTION TYPE:_____ MEDIA INVOLVED: AIR WASTE WATER OTHER _____

INSPECTOR'S OBSERVATIONS: (e.g. AREAS AND EQUIPMENT INSPECTED, PROBLEMS, DEFICIENCIES, REMARKS, VERBAL COMMITMENTS FROM FACILITY REPRESENATIVES)

_____

_____

_____

_____

_____

_____

AREAS OF CONCERN	EXPLANATION	RESOLVED
_____	_____	YES NO
_____	_____	YES NO
_____	_____	YES NO
_____	_____	YES NO

PHOTOS TAKEN: ☐ YES ☐ NO SAMPLES TAKEN: ☐ YES ☐ NO (Attach Chain-of-custody)

RECEIVED BY: SIGNATURE:_____ TITLE:_____

PRINT NAME:_____
(NOTE: SIGNATURE DOES NOT INDICATE AGREEMENT WITH INSPECTOR'S NOTES)

INSPECTOR(S):_____ ATTACHMENTS:_____

_____ _____

_____

NOTE: The Information contained on this form reflects only the preliminary observations of the inspector(s). It should not be interpreted as a final determination by the Department of Environmental Quality or any of its officers or personnel as to any matter, including, but limited to, a determination of compliance or lack thereof by the facility operator with any requirements of statutes regulations or permits. Each day of non-compliance constitutes a separate violation of the regulations and/or the Louisiana Environmental Quality Act.

EXHIBIT F. GENERAL SYSTEM ASSESSMENT FORM

LDEQ Contract No. 5701-07-02

"Leaking Underground Storage Tank (LUST) Post-Hurricane Assessments"

Contractor Name:
Contractor Address:
Name of Project Manager:

SECTION 1: FACILITY INFORMATION			
FACILITY AI NUMBER		FACILITY NAME	
FACILITY ADDRESS			
OWNER NAME		OPERATOR NAME (IF DIFFERENT)	
OPERATOR PHONE			
INSPECTION DATE		INSPECTION TIME	
LATITUDE		LONGITUDE	
NOTES			

SECTION 2: UST INFORMATION (INFORMATION TO BE GATHERED THROUGH RECORDS SEARCH & VISUAL FACILITY INSPECTION)					
UST ID	NO._____	NO. _____	NO._____	NO._____	NO._____
SIZE					
PRODUCT	GASOLINE DIESEL OIL KEROSENE OTHER	GASOLINE DIESEL OIL KEROSENE OTHER	GASOLINE DIESEL OIL KEROSENE OTHER	GASOLINE DIESEL OIL KEROSENE OTHER	GASOLINE DIESEL OIL KEROSENE OTHER
STATUS	ACTIVE TEMP CLOSED PERM CLOSED	ACTIVE TEMP CLOSED PERM CLOSED	ACTIVE TEMP CLOSED PERM CLOSED	ACTIVE TEMP CLOSED PERM CLOSED	ACTIVE TEMP CLOSED PERM CLOSED
DATE INSTALLED					
TANK MATERIAL	STEEL FRP UNKNOWN	STEEL FRP UNKNOWN	STEEL FRP UNKNOWN	STEEL FRP UNKNOWN	STEEL FRP UNKNOWN
SECONDARY CONTAINMENT	YES NO	YES NO	YES NO	YES NO	YES NO
CATHODIC PROTECTION	SACRIFICIAL IMPRESSED UNKNOWN NONE	SACRIFICIAL IMPRESSED UNKNOWN NONE	SACRIFICIAL IMPRESSED UNKNOWN NONE	SACRIFICIAL IMPRESSED UNKNOWN NONE	SACRIFICIAL IMPRESSED UNKNOWN NONE

EXHIBIT F. GENERAL SYSTEM ASSESSMENT FORM
LDEQ Contract No. 5701-07-02
"Leaking Underground Storage Tank (LUST) Post-Hurricane Assessments"

SECTION 2 (CONTINUED): UST INFORMATION (INFORMATION TO BE GATHERED THROUGH RECORDS SEARCH & VISUAL FACILITY INSPECTION)					
RELEASE DETECTION	ATG MTG INV SIR RDD-GW RDD-VAPOR INTERSTITIAL NONE/ UNKNOWN	ATG MTG INV SIR RDD-GW RDD-VAPOR INTERSTITIAL NONE/ UNKNOWN	ATG MTG INV SIR RDD-GW RDD-VAPOR INTERSTITIAL NONE/ UNKNOWN	ATG MTG INV SIR RDD-GW RDD-VAPOR INTERSTITIAL NONE/ UNKNOWN	ATG MTG INV SIR RDD-GW RDD-VAPOR INTERSTITIAL NONE/ UNKNOWN
DISPENSER	PRESSURE SUCTION	PRESSURE SUCTION	PRESSURE SUCTION	PRESSURE SUCTION	PRESSURE SUCTION
PIPING TYPE	STEEL FLEX FIBERGLASS	STEEL FLEX FIBERGLASS	STEEL FLEX FIBERGLASS	STEEL FLEX FIBERGLASS	STEEL FLEX FIBERGLASS
PIPING RELEASE DETECTION	INV GW NONE / UNKNOWN SUCTION AFR AUTO LLD INTERSTITIAL	INV GW NONE / UNKNOWN SUCTION AFR AUTO LLD INTERSTITIAL	INV GW NONE / UNKNOWN SUCTION AFR AUTO LLD INTERSTITIAL	INV GW NONE / UNKNOWN SUCTION AFR AUTO LLD INTERSTITIAL	INV GW NONE / UNKNOWN SUCTION AFR AUTO LLD INTERSTITIAL
PIPING CORROSION PROTECTION	SACRIFICIAL IMPRESSED UNKNOWN NONE	SACRIFICIAL IMPRESSED UNKNOWN NONE	SACRIFICIAL IMPRESSED UNKNOWN NONE	SACRIFICIAL IMPRESSED UNKNOWN NONE	SACRIFICIAL IMPRESSED UNKNOWN NONE
PIPING - CONTAINMENT	YES NO	YES NO	YES NO	YES NO	YES NO
OVERFILL	BALL FLOAT SHUTOFF ALARM	BALL FLOAT SHUTOFF ALARM	BALL FLOAT SHUTOFF ALARM	BALL FLOAT SHUTOFF ALARM	BALL FLOAT SHUTOFF ALARM
SPILL	SPILL BUCKET OTHER NONE	SPILL BUCKET OTHER NONE	SPILL BUCKET OTHER NONE	SPILL BUCKET OTHER NONE	SPILL BUCKET OTHER NONE
NOTES:					

EXHIBIT F. GENERAL SYSTEM ASSESSMENT FORM

LDEQ Contract No. 5701-07-02

"Leaking Underground Storage Tank (LUST) Post-Hurricane Assessments"

SECTION 3: UST EVALUATION					
UST ID	NO._____	NO._____	NO._____	NO._____	NO._____
PRODUCT (INCHES)?					
WATER (INCHES)?					
DEPTH OF UST (INCHES)?					
UST BOTTOMS (DEBRIS, MUD)?	YES NO	YES NO	YES NO	YES NO	YES NO
EVIDENCE OF FLOTATION?	YES NO	YES NO	YES NO	YES NO	YES NO
EVIDENCE OF DAMAGE OR DEFORMITY?	YES NO	YES NO	YES NO	YES NO	YES NO
WATER IN INTERSTITIAL SPACE?	YES NO	YES NO	YES NO	YES NO	YES NO
DAMAGE TO INTERSTITIAL SPACE?	YES NO	YES NO	YES NO	YES NO	YES NO
EVIDENCE OF DEFLECTION?	YES NO	YES NO	YES NO	YES NO	YES NO
EVIDENCE OF DAMAGE TO VENTS?	YES NO	YES NO	YES NO	YES NO	YES NO
ETHANOL PRESENT?	YES NO	YES NO	YES NO	YES NO	YES NO
EVIDENCE OF AN ETHANOL PHASE SHIFT?	YES NO	YES NO	YES NO	YES NO	YES NO
EVIDENCE OF CORROSION?	YES NO	YES NO	YES NO	YES NO	YES NO
NOTES: ***BRIEFLY DESCRIBE ANY PHYSICAL DAMAGE, DEFORMITY OR FINDINGS NOT LISTED ON THIS FORM***					

EXHIBIT F. GENERAL SYSTEM ASSESSMENT FORM

LDEQ Contract No. 5701-07-02

"Leaking Underground Storage Tank (LUST) Post-Hurricane Assessments"

SECTION 6: DISPENSER & PIPING EVALUATION				
DISPENSER ID:	NO._____	NO._____	NO._____	NO._____
DISPENSER DAMAGE?	YES NO	YES NO	YES NO	YES NO
SHEAR VALVE STATUS:	INTACT FUNCTIONAL MALFUNCTIONED MISSING	INTACT FUNCTIONAL MALFUNCTIONED MISSING	INTACT FUNCTIONAL MALFUNCTIONED MISSING	INTACT FUNCTIONAL MALFUNCTIONED MISSING
DAMAGED OR CLOGGED DISPENSER FILTERS?	YES NO	YES NO	YES NO	YES NO
NOTES: ***BRIEFLY DESCRIBE ANY PHYSICAL DAMAGE, DEFORMITY OR FINDINGS NOT LISTED ON THIS FORMS***				

EVALUATION – SPILL BUCKET/PIPING	
SPILL BUCKET DAMAGE?	YES NO
PIPING – PHYSICAL DAMAGE (STRESSED, CRACKED, SHIFTED)?	YES NO
PIPING FREE PRODUCT NOTED?	YES NO
NOTES: ***BRIEFLY DESCRIBE ANY PHYSICAL DAMAGE, DEFORMITY OR FINDINGS NOT LISTED ON THIS FORM***	

PROJECT MANAGER SIGNATURE: _____ DATE: _____

EXHIBIT G

April 25, 2005

MEMORANDUM

TO: ETD/RSD Team Leaders

FROM: Dr. James H. Brent, Administrator, Environmental Technology Division
Keith L. Casanova, Administrator, Remediation Services Division

SUBJECT: Determination of Groundwater Classification

Numerous sites referred to ETD/RSD for further evaluation contain contaminant concentrations that only marginally exceed RECAP screening standards. In an effort to better manage ETD/RSD time and perhaps, significantly reduce costs associated with additional assessment/remedial actions, those sites marginally exceeding the RECAP screening standards may be evaluated under Management Option 1 (MO-1). In order to further evaluate these sites under MO-1, groundwater classification must be determined. In order to classify groundwater use, RECAP requires the determination of the current use of the aquifer of concern, the maximum sustainable yield, and/or the background total dissolved solids (TDS) concentration. The determination of yield and/or TDS usually requires the installation of monitoring wells to conduct aquifer testing, although Appendix F of RECAP allows estimation of well yield.

In order to take full advantage of the groundwater information gathered from hundreds of sites across the state and to expedite the remediation process for these marginally contaminated sites, the following alternative procedure may be used as applicable to determine groundwater classification at sites that do not possess monitoring wells.

1. The responsible party or their representative should determine the use of the aquifer of concern by establishing the sources of public and private water supplies within a one-mile radius of the site of concern (DOTD, survey, etc.). If the aquifer of concern is used for, or is hydraulically connected to an aquifer used for public, domestic, agricultural, or any other supply, classify according to RECAP, Section 2.10.

2. If none of these uses apply, groundwater may be classified based on the groundwater classification established at area sites where monitoring wells have been used to determine yield and/or TDS, provided there are no significant geological or hydrogeological differences between the site of concern and the other sites in the area. Geological/hydrogeological conditions should be determined by reviewing site boring logs and any available hydrogeological data, including aquifer test data and potentiometric surface maps.

Once determined, the proposed groundwater classification with supporting documentation must be provided in writing to the LDEQ, including a listing of nearby facilities whose information was used as the basis for the classification. When accepted, this groundwater classification may then be used to establish Table 2-3 RECAP standards.

The intent of this process is not to replace but to supplement groundwater classification as described in RECAP. If adequate information is not available to make a reasoned judgment regarding groundwater classification for the subject facility, evaluation and testing as stipulated in RECAP should be provided. Use of this supplemental approach for groundwater classification must be approved and the results confirmed by your supervisor/manager. Please contact them with any questions.

Your continuing efforts to provide timely and effective management of sites are appreciated.

KLC/JHB

EXHIBIT H. WEEKLY PROGRESS REPORT

LDEQ Contract No. 5701-07-02

"Leaking Underground Storage Tank (LUST) Post-Hurricane Assessments"

Reporting Period:

Contractor Name:
Contractor Address:
Name of Project Manager:

Progress Reporting: *This section should state a description of the progress made during the previous week, including problems experienced, requests of approved changes in personnel, and the effect of the problems/changes on the due date of deliverables.*
Number of Facilities with Access Agreements (to date): Number of Site Assessments Completed: Number of System Assessments Completed: Inspected Facilities (AI Numbers):

*Monthly invoices for completed tasks must be submitted with the progress report for first week of each month.