REQUEST FOR PROPOSALS

"Abandoned Underground Storage Tank Site Investigation and Risk Evaluation"
U. P. Lachney Estate Property, LA Hwy. 15 and Oakwood St., Gilbert, LA; Franklin Parish

LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY

This project is funded by the

American Recovery and Reinvestment Act (ARRA)

RFP No: 7225-09-03

October 19, 2009

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TABLE OF CONTENTS

Page

PART I. ADMINISTRATIVE INFORMATION 1
1.1 Request for Proposals 1
1.2 Contract Term and Compensation 1
1.3 Proposal Preparation 1
1.4 Questions and Answers 1
1.5 Submission of Proposals 2
1.6 Changes, Addendum, or Withdrawal of Proposals 3
1.7 RFP Schedule Summary 3

PART II. GENERAL INFORMATION 4
2.1 "Foreign" Corporations Contracting with the State of Louisiana 4
2.2 Disclosure of Ownership Affidavit 4
2.3 Code of Ethics for State Employees 4
2.4 Insurance Requirements 4
2.5 Response Action Contractor Requirements 4
2.6 Laboratory Accreditation 5
2.7 Proposal Costs 5

PART III. PROPOSAL PREPARATION INSTRUCTIONS 6
3.1 Proposal Content 6
3.2 Elements for Technical Proposal (Volume I) 6
3.2.1 Proposal Cover Sheet 6
3.2.2 Table of Contents 6
3.2.3 Scope of Services 6
3.2.4 Personnel Qualifications and Experience 7
3.2.5 Company Qualifications and Experience 8
3.2.6 Subcontractors 8
3.2.7 Price Proposal (Schedule of Prices) 9
3.3 Elements for Financial Information (Volume II) 9
3.4 Proposal Format 10
3.5 Use and Disclosure of Confidential Information 10

PART IV. PROPOSAL EVALUATION AND SELECTION 11
4.1 Evaluation Process 11
4.2 Evaluation Criteria 11
4.3 Price Evaluation Calculation 12
4.4 Clarifications and Oral Presentations 12
4.5 Determination of Responsibility 12
4.6 Contract Award and Debriefings 13
4.7 Protest of the Solicitation or Award 13

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Franklin Parish
Louisiana Department of Environmental Quality

PART I. ADMINISTRATIVE INFORMATION

1.1 Request for Proposals

The Louisiana Department of Environmental Quality (LDEQ), requires the services of a well-qualified contractor to provide site investigation and risk evaluation at the U.P. Lachney property. LDEQ invites all qualified parties (companies and individuals) to submit proposals for providing these services.

1.2 Contract Term and Compensation

The term of the contract resulting from this RFP will be twelve months, beginning approximately [beginning date] and ending approximately [ending date]. 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 the RFP process. LDEQ reserves the right to amend the contract to increase the number of units of requested services and thereby increase the total contract cost, using the unit prices established in the Schedule of Prices. This contract and any amendments require the approval of the Office of Contractual Review.

Although the contract will be federally funded in part, neither the United States Environmental Protection Agency, nor any other federal departments, agencies, or employees are, or will be, a party to this RFP or any resulting contract.

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

Any and all questions regarding this Request for Proposals must be submitted in writing to the LDEQ Financial Services Division by November 3, 2009. Do not contact other LDEQ program personnel with questions regarding this RFP.

Questions may be mailed to:

Robyn Geddes
Financial Services Division
Louisiana Department of Environmental Quality
P. O. Box 4303
Baton Rouge, LA 70821-4303

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

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

1.5 Submission of Proposals

If you desire to submit a proposal, one (1) original of the technical proposal and financial information shall, and five (5) copies of the technical proposal should, be submitted to the Louisiana Department of Environmental Quality (LDEQ), Financial Services Division, **no later than 3:00 p.m. local time on or before November 19, 2009. Proposals, amendments, and any other information received after this date and time will not be considered.** All proposals should be delivered to:

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

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

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

1.6 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 RFP Schedule Summary

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

Table 1. RFP Schedule Summary.

Event	Date	Local Time
Begin Advertisement of RFP	10/19/09	
Deadline for LDEQ receipt of written questions from prospective proposers	11/3/09	4:00 PM
Proposal due date and time	11/19/09	3:00 PM
Oral presentations by proposers (if required)	To Be Scheduled	
Estimated award date	Approximately 12/7/09	
Estimated initiation of the contract period	Approximately 2/7/09	

PART II. GENERAL INFORMATION

2.1 "Foreign" Corporations Contracting with the State of Louisiana

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

2.2 Disclosure of Ownership Affidavit

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

2.3 Code of Ethics for State Employees

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

2.4 Insurance Requirements

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

2.5 Response Action Contractor Requirements

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

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

2.6 Laboratory Accreditation

In accordance with LAC 33:I.4501, any commercial laboratory (as defined in LAC 33:I.4503) shall be accredited by the Department's Environmental Laboratory Accreditation Program prior to commencing analytical work. Each such laboratory must be certified for the method/matrix/analytes necessary to perform the analytical work required in Appendix A, Scope of Services. The Department shall not accept analytical data generated by any commercial laboratory that is not accredited by the Louisiana Environmental Laboratory Accreditation Program in accordance with LAC 33:I.4501 through 5915. All analytical data must be submitted in a format approved by the DEQ project manager and shall meet the requirements of LAC 33:I.5313 and the 2003 NELAC Standards.

Any laboratory other than a commercial laboratory (as defined in LAC 33:I.4503) shall meet at a minimum the quality systems requirements found in LAC 33:I.Chapter 53 and in Chapter 5 of the 2003 NELAC Standards. All analytical data must be submitted in a format approved by the DEQ project manager and meet the requirements of LAC 33:I.5313 and the 2003 NELAC Standards. (See Attachment 5, Sample LDEQ Contract, Article 31).

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

2.7 Proposal Costs

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

PART III. PROPOSAL PREPARATION INSTRUCTIONS

3.1 Proposal Content

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

3.2 Elements for Technical Proposal (Volume I)

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

3.2.1 Proposal Cover Sheet

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

3.2.2 Table of Contents

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

3.2.3 Scope of Services

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

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

(1) Project Management

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

(a) Overall company organization

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

(b) Project organization

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

(c) Management approach

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

(2) Performance of Project Tasks

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

3.2.4 Personnel Qualifications and Experience

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

3.2.5 Company Qualifications and Experience

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

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

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

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

(a) the name and address of the client (sponsoring agency or company);

(b) the name and telephone number of the client's contact person;

(c) the project title and contract number;

(d) the starting and ending dates of the project (contract term);

(e) the total dollar amount of the project; and

(f) a brief description of the project.

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

3.2.6 Subcontractors

All subcontractors used by the Contractor for this project must be identified on Attachment 1, Proposal Cover Sheet. The proposer must provide a signed letter of

agreement or a copy of a signed contract from any subcontractor. This commitment must demonstrate the subcontractor's willingness to undertake his portion of the proposed project.

3.2.7 Price Proposal (Schedule of Prices)

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

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

3.3 Elements for Financial Information (Volume II)

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

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

(b) notes to the Financial Statements; and

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

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

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

(b) notes to the Financial Statements; and

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

OR

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

In addition, the proposer must provide a statement indicating if the proposer's previous fiscal year received an amount >80% and >$25 Million of annual gross avenue from Federal contracts, loans, grants and cooperative agreements, and the public does not have access to Senior Executive compensation. If yes, the contractor must provide a list of the five (5) most highly compensated officers as follows and in order of compensation: Officer #; Officer Name; and Officer Compensation.

3.4 Proposal Format

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

3.5 Use and Disclosure of Confidential Information

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

PART IV. PROPOSAL EVALUATION AND SELECTION

4.1 Evaluation Process

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

(1) a signed Proposal Cover Sheet (Part III, Section 3.2.1); and

(2) a Schedule of Prices (Part III, Section 3.2.7).

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.)

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

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

4.2 Evaluation Criteria

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

(1) 20 % Merit of the proposer's Scope of Services (Part III, Section 3.2.3) and overall quality of the proposal (Part III, Sections 3.1 through 3.4).

(2) 20% Qualifications and relevant experience of the proposer's key personnel assigned to the project (including subcontracted personnel as allowed) (Part III, Section 3.2.4 and 3.2.6).

(3) 20% Qualifications and relevant experience of the proposer in providing site investigation and risk evaluation of property contaminated by abandoned motor fuel underground storage tanks (Part III, Section 3.2.5 and 3.2.6).

(4) 40% Price (Part III, Section 3.2.7).

4.3 Price Evaluation Calculation

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

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

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. 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 Financial Services Division on or before **December 1, 2009**. Presentations will be made by the selected proposers on **December 2, 2009**, at a time assigned by LDEQ.

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

4.5 Determination of Responsibility

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

(a) has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;

(b) has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them (including probable subcontractor arrangements);

(c) is able to comply with the proposed or required time of delivery or performance schedule;

(d) has a satisfactory record of integrity, judgment, and performance (A proposer which is seriously delinquent in current contract performance, considering the number of contracts and the extent of delinquencies of each, shall in the absence of evidence to the contrary or compelling circumstances, be presumed to be unable to fulfill this requirement.); and

(e) is otherwise qualified and eligible to receive an award under applicable laws and regulations.

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

4.6 Contract Award and Debriefings

Unless it is determined that it is in the best interest of the State of Louisiana to reject all proposals or cancel the RFP, LDEQ estimates that the contract will be awarded by approximately **December 7, 2009**, and will issue a "Notification of Award" letter to the successful proposer. Unsuccessful proposers will also be notified of LDEQ's decision in writing, and may request a post-award debriefing by contacting Lisa Miller at (225) 219-3816, or by e-mail at lisa.miller@la.gov.

4.7 Protest of the Solicitation or Award

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

Attachments to this RFP:

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

Exhibits to this RFP:

(1) Exhibit A – Directions to the Site
(2) Exhibit B – Access Agreement
(3) Exhibit C – RECAP Input Parameter Form

ATTACHMENT 1. PROPOSAL COVER SHEET

Project Title: "Abandoned Underground Storage Tank Site Investigation and Risk Evaluation" U. P. Lachney Estate Property, LA Hwy. 15 and Oakwood St., Gilbert, LA; Franklin Parish

Proposer: _____
Company Name

_____
Company Address

Proposer's Contact Person:

_____ _____
Name Title

_____
Address

Telephone No. (_____) _____ FAX No. (_____) _____ Email:_____

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 _____, 2009.

2. I possess an established system of accounting and financial controls adequate to permit the effective administration of this contract or willingness to modify the present system to meet State of Louisiana requirements.

3. I will be ready and able to begin work within fifteen (15) days after contract award.

4. I accept the mandatory Department of Environmental Quality contract provisions (RFP Attachment 5).

5. I am authorized to represent _____ and can commit the organization to all provisions of this proposal.

_____ _____
Signature Date

ATTACHMENT 2
STATEMENT OF WORK

"Abandoned Underground Storage Tank Site Investigation and Risk Evaluation"
U. P. Lachney Estate Property, LA Hwy. 15 and Oakwood St., Gilbert, LA;
Franklin Parish

Louisiana Department of Environmental Quality

1.0 INTRODUCTION

The Louisiana Department of Environmental Quality (LDEQ) is committed to protecting public health and the environment in Louisiana by investigating leaking underground storage tank (LUST) sites where releases may have occurred. In an effort to protect people where they live, work, and play, the Environmental Protection Agency distributed LUST funding to Louisiana under the American Recovery and Reinvestment Act of 2009 to assess and clean up underground storage tank petroleum leaks. This money is part of $197 million appropriated under the Recovery Act to address shovel-ready sites nationwide contaminated by petroleum from leaking underground storage tanks. The funds will be used for overseeing assessment and cleanup of leaks from underground storage tanks or directly paying for assessment and cleanup of leaks from federally regulated tanks where the responsible party is unknown, unwilling or unable to finance, or the cleanup is an emergency response. The LDEQ requires the services of an experienced, qualified contractor to provide a LUST site investigation and risk evaluation. This project will be under the direction of the LDEQ Underground Storage Tanks Division (USTD).

2.0 BACKGROUND INFORMATION

The Contractor shall provide project planning, records review, site assessment and reconnaissance, evaluation and interpretation of data, and groundwater monitoring at the U. P. Lachney Estate Property located at the corner of LA Hwy. 15 and Oakwood St. in Gilbert, LA, in Franklin Parish. The LDEQ assigned Agency Interest number for this facility is **83492**.

The late Mr. Lachney had reported through his attorney that all USTs were removed from the U. P. Lachney Estate Property in 1987. Groundwater contamination was discovered as a result of benzene contamination found in two public supply water wells. Results of site investigation dated February 7, 1994, confirmed that there is Free Product (FP) gasoline as well as BTEX and TPH-GRO in soil and groundwater at levels that exceeds regulatory standards. The site is located next to the City Hall for the Village of Gilbert among mixed commercial and City owned properties. The release from the USTs at the U. P. Lachney Estate property was determined ineligible for reimbursement from the Louisiana Motor Fuels Trust Fund. The USTs which caused the release were not registered in use prior to the release. LDEQ records and site observations indicate that the property is vacant with no existing structures.

3.0 REQUIREMENTS OF THE CONTRACTOR

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

3.1 Commencement Conference

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

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

(1) Site Access

The Contractor shall:

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

(b) obtain owner/operator signature on Exhibit B, Access Agreement, prior to performing any site field work;

(c) submit an original and two (2) copies of Exhibit B, Access Agreement, for review and approval by the LDEQ Project Manger; and

(d) in the event that the owner/operator cannot be located, the Contractor must inform LDEQ in writing within forty-eight (48) hours; LDEQ will provide assistance to the Contractor after notification has been made.

(2) Collection of Background Information

The Contractor shall:

(a) review LDEQ files to determine the results of any previous investigations;

(b) collect site-specific information including, but not limited to:

[1] current activities at the site;

[2] topographic and hydrogeologic information pertinent to the site; and

[3] population and ecological information about the surrounding area.

(3) Site Assessment and Reconnaissance

The Contractor shall:

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

(b) interview individuals familiar with the site as necessary; and

(c) conduct off-site reconnaissance of adjacent properties.

3.3 Project Planning for Site Investigation

Within thirty (30) calendar days of the Notice to Proceed, the Contractor shall submit the following according to the Project Schedule (Section 4.12):

(1) Site Investigation Work Plan, including but not limited to:

(a) the delineation of the vertical and horizontal extent of impact resulting from the LUSTs;
(b) site history;
(c) planned field activities and sampling procedures;
(d) sampling locations and rationale;
(e) parameters and methodology of analysis;
(f) field documentation;
(g) groundwater classification;
(h) geotechnical analysis;
(i) decontamination of equipment;
(j) monitoring well plugging and abandonment;
(k) TCLP analysis for disposal of contaminated soil; and
(l) disposal of investigation derived wastes (IDW).

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

(2) Technical Sampling and Analysis (TS&A) Plan;

(3) Health and Safety (H&S) Plan; and

(4) Quality Assurance/Quality Control (QA/OC) Plan.

The Site Investigation must be based upon the Contractor's proposal as approved by the LDEQ. Work plans deemed insufficient to fully delineate the contamination will be issued a Notice of

Deficiency and returned to the Contractor for correction. The Contractor shall amend the investigation work plan based on LDEQ comments and re-submit for approval.

The Site Investigation Work Plan, TS&A Plan, H&S Plan, and QA/QC Plan shall comply with the requirements of **LAC 33:I, Chapter 13 [Risk Evaluation/Corrective Action Program (RECAP)], Appendix B, Section B.2.4.**
http://www.deq.louisiana.gov/portal/Default.aspx?tabid=131

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

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

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

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

(1) Implementation of Site Investigation Work Plan

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

Within thirty (30) calendar days of LDEQ written approval of the Site Investigation Work Plan, the Contractor shall begin the site investigation and shall complete the investigation within one hundred-fifty (150) days of Work Plan approval. The site investigation shall meet the requirements of LAC 33:I, Chapter 13 (RECAP), Appendix B. Section 2.5. The site investigation shall include, but is not limited to:

(a) on-site observations and measurements;

(b) determination of the source(s) of release, horizontal and vertical delineation of all impacted media, and a determination of the distance to all sensitive receptors;

(c) evaluation of the potential for off-site contaminant migration;

(d) sampling, packaging and labeling, chain-of-custody, shipping and handling, analytical testing, QA/QC, interpretation of the analytical results and the recording and reporting of all results. (All testing must be completed by an accredited laboratory in accordance with LAC 33:I, Subpart 3. The laboratory shall be accredited for the applicable tests and required parameters. Additionally, all sampling and analysis shall be performed in accordance with the Contractor's Technical Sampling and Analysis Plan.);

(e) plugging and abandonment of all boreholes and monitoring wells (new and existing) as directed by the LDEQ project manager; and

(f) disposition of all investigation derived waste in accordance with applicable laws, regulations, and ordinances.

(2) Evaluation and Interpretation of Data

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

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

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

(3) Site Investigation RECAP Evaluation Report

Within one hundred-fifty (150) days of LDEQ's Site Investigation Work Plan approval, the Contractor shall submit for LDEQ review and approval a combined Site Investigation/RECAP Evaluation Report for the site in accordance with LAC 33:I, Chapter 13 [Risk Evaluation/Corrective Action Program (RECAP)], Appendix B, Section 3.0.

(4) Additional Site Investigation

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

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

3.5 Quarterly Groundwater Monitoring and Reports

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

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

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

3.6 Emergency/Interim Corrective Action

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

are to be compiled and submitted quarterly to LDEQ in the Emergency/Interim Corrective Action Report.

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

3.7 Attendance at Public Meetings

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

3.8 Litigation Support

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

4.0 PROJECT MANAGEMENT

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

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

(1) supervision of the Contractor's personnel;

(2) contract administration:

  (a) invoicing;

  (b) changes to the contract;

  (c) resolving disputes between the Contractor and LDEQ; and

  (d) compliance by the Contractor with all contract clauses and conditions;

(3) scheduling meetings and training sessions;

(4) record-keeping; and

(5) preparation and submission of deliverables.

4.1 Compliance with Laws and Regulations

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

(1) the Environmental Regulatory Code, Part XI, Underground Storage Tanks (Title 33, Part XI); and

(2) Risk Evaluation/Corrective Action Program (Title 33, Part I, Subpart 1, Chapter 13).

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

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

The Contractor is responsible for the health and safety of his employees during the performance of all activities required by this contract. He shall maintain and comply with a Health and Safety Plan (H&SP) consistent with Section 104(f) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 as amended, EPA Order 1440.3 and all Occupational Health and Safety Administration requirements, all applicable federal, state and local laws, regulations, ordinances, and codes used in planning and implementing site health and safety. In the event of conflict between any of these requirements, the more stringent requirement shall be followed.

4.2 Progress Reporting

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

(1) the Contractor's name, address, and the name of the Contractor's Project Manager;

(2) LDEQ's contract number and project title;

(3) the dates of the reporting period; and

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

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

4.3 Deliverables

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

(1) Site Investigation Work Plan;

(2) Technical Sampling and Analysis Plan;

(3) Health and Safety Plan;

(4) Quality Assurance/Quality Control Plan;

(5) Combined Site Investigation/RECAP Report;

(6) Quarterly Groundwater Monitoring Reports; and

(7) Monthly Progress Reports.

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

4.4 Record Keeping

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

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

(2) cost records for cost-recovery purposes; and

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

4.5 Project Communication

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

4.6 Training Sessions

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

4.7 Subcontractors

All subcontractors used by the Contractor for this project must be identified in the Contractor's proposal or approved in writing by LDEQ before performing any work under this contract. The prime contractor shall be the sole point of contact regarding subcontracted services provided to LDEQ. He shall submit all deliverables to LDEQ under this contract. LDEQ will not accept deliverables directly from subcontractors.

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

4.8 Substitution of Personnel

To ensure efficiency and continuity, the Contractor's key project management personnel shall remain assigned to the contract until its completion. If, during the course of the contract, the Contractor finds that he cannot provide the personnel listed in his accepted proposal, the Contractor must request permission in writing from LDEQ to provide a substitute and/or addition. 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 and/or addition;

(2) a narrative establishing that the proposed substitute is at least equal in education, qualifications, and experience to the person being replaced and/or added; and

(3) a résumé for the proposed substitute and/or addition.

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

4.9 Completion of Site Activities

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

4.10 Correction of Deficient Work

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

4.11 Concurrent Site Work

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

4.12 Project Schedule

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

Table1. Project Schedule

Time Frame (calendar days)	Activity
Notice to Proceed	LDEQ awards contract and issues a Notice to Proceed to the selected Contractor
Within 10 days from Notice to Proceed	Commencement Conference held between Contractor and LDEQ
Within 30 days of Notice to Proceed	Contractor submits signed Site Access Agreement(s) (Exhibit B), Site Investigation Work Plan, Technical Sampling and Analysis Plan, Health and Safety Plan, and Quality Assurance/Quality Control Plan to LDEQ for review and approval
Within 14 days of Receipt of Work Plan	LDEQ review and approval of Site Investigation Work Plan, Technical Sampling and Analysis Plan, Health and Safety Plan, and Quality Assurance/Quality Control Plan
Within 30 days of LDEQ approval of SI Work Plan	Contractor begins Site Investigation
Within 60 days of commencement of site investigation activities	Contractor submits RECAP Input Parameter Form
Within 60 days of LDEQ Approval of RECAP Input Parameters Form and within 150 days of LDEQ approval of SI Work Plan	Contractor submits the combined Site Investigation/RECAP Evaluation Report
Within 30 LDEQ Request for Additional Site Investigation	Contractor submits Site Investigation Work Plan, Technical Sampling and Analysis Plan, Health and Safety Plan, and Quality Assurance/Quality Control Plan to LDEQ for review and approval
Within 14 days of Receipt of Work Plan	LDEQ review and approval of Site Investigation Work Plan, Technical Sampling and Analysis Plan, Health and Safety Plan, and Quality Assurance/Quality Control Plan
Within 30 days of LDEQ approval of Additional Site Investigation Work Plan	Contractor begins Additional Site Investigation
Within 30 days of completion of additional site investigation	Contractor submits Additional Site Investigation Report including RECAP Addendum.
Within 30 days of completion of field activities	If required, the Contractor implements Phase Separated Hydrocarbon recovery

Within 90 days of completion of field activities	If required, the Contractor begins Quarterly Groundwater Monitoring
30 days after each quarterly groundwater monitoring period	Contractor submits Quarterly Groundwater Monitoring Report

5.0 LDEQ RESPONSIBILITIES

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

(1) provide points of contact (liaisons) for technical and contract activities (Project Manager and Contract Manager);

(2) provide LDEQ materials (documents, reports, photographs, etc.) for the Contractor's work as necessary;

(3) monitor the Contractor's work through telephone communications, meetings, review of Monthly Progress Reports, oversight inspections; and

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

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

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

6.0 Guidance Documents

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

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

(3) LUST QAPP_1066_r08, revision date January 6, 2006, pages 20-28;

(5) LDEQ Closure/Change in Service Guidance Document; and

(6) API Recommended Practice 1604 (Reaffirmed Nov, 2001) – Closure of Underground Petroleum Storage Tanks.

7.0 MEASUREMENT AND PAYMENT

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

7.1 Commencement Conference

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

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

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

7.3 Project Planning for Site Investigation

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

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

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

7.5 Site Investigation Report

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

7.6 Additional Investigation - Project Planning

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

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

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

7.8 Additional Investigation – Additional Site Investigation Report

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

7.9 Quarterly Groundwater Monitoring and Reports

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

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

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

7.11 Attendance at Public Meetings

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

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

7.12 Litigation Support

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

Travel and mileage for litigation support, as requested by LDEQ, shall be reimbursed in accordance with the Division of Administration State General Travel Regulations within the limits established for State Employees. These limits are defined in the most current version of Division of Administration Policy and Procedure Memorandum No. 49 (http://www.doa.louisiana.gov/osp/travel/travelpolicy.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).

Exhibit A

Access Site

Driving Directions to U. P. Lachney Estate Property, Gilbert LA, Franklin Parish

From Baton Rouge: Take I-110 North to US Hwy 61 North. Continue north on US Hwy 61untill you get to Natchez, MS (approximately 88 miles) then turn left on US Hwy 65 N/John R. Junkin Dr. This intersection is at a light just past the hospital on your left. US Hwy 65N will turn into LA Hwy 15/US Hwy 425 which will curve to almost due North in Sicily Island, LA (approximately 32 miles). Continue on LA Hwy 15/US Hwy 425 for approximately 15 miles. The Gilbert Town Hall will be on the left. The U. P. Lachney Estate site will be the vacant field adjacent to the town Hall on the North side.

From Shreveport: Take I-20 East through Monroe to Rayville (approximately 115 miles). Take exit 138 towards Rayville/Archibald and turn right onto LA 137/US Hwy 425 South. This highway will become LA Hwy 15. Continue approximately 17 miles. Gilbert Town hall will be on the right. The U. P. Lachney Estate site will be the vacant field adjacent to the town Hall on the North side.

From Monroe: Take I-20 East towards Rayville (approximately 15 miles). Take exit 138 towards Rayville/Archibald and turn right onto LA 137/US Hwy 425 South. This highway will become LA Hwy 15. Continue approximately 17 miles. Gilbert Town hall will be on the right. The U. P. Lachney Estate site will be the vacant field adjacent to the town Hall on the North side.

All distances were extrapolated from Mapquest.

EXHIBIT B. ACCESS AGREEMENT

I, _____ owner of property that previously contained 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 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 its designated personnel, agents, assigns and/or contractors are hereby authorized to take any and all action necessary to remediate the contamination.

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

_____
(Name of Responsible Party-Owner/Operator)

EXHIBIT C. **RFP No. 7225-09-03**

RECAP INPUT PARAMETER FORM

(To be completed for all Eligible Motor Fuels Underground Storage Tank Trust Fund Sites)

Agency Interest Name	
AI#	
Facility Owner Name	
Facility Owner Address	
Response Action Contractor	
Contact Name/Phone # of Response Action Contractor	

Input Parameters	
Source Size – List Sd, L, & Sw (If L and Sw are greater than 30' X 30', provide justification, including a site map with boring/well locations, UST system features, and tables showing contaminated soil intervals and the zone of groundwater fluctuation)	**Sd:** **L:** **Sw:**
Groundwater Classification	**__ GW-1 __ GW-2 __ GW-3$_{DW}$ __ GW3$_{NDW}$**
Identify the methodology used to determine groundwater classification	**___ Hydraulic Conductivity ___ Slug Test ___ Pump Test**
Describe Other Methods Used For GW Classification (e.g., DOTD water well survey):	
Dilution Factor Applied (include map depicting the MO-1/Appendix I Point of Exposure)	**MO-1:** **Appendix I:**
% Organic Matter/Fractional Organic Carbon (foc) Content	
List all borings and monitoring wells subject to enclosed structure (es) RECAP standards (if applicable). Please attach a scaled site map designating es borings and wells.	

THE FOLLOWING SECTIONS WILL BE COMPLETED BY THE LDEQ TEAM LEADER
Name of LDEQ Team Leader:
Signature of LDEQ Team Leader:
Date Input Parameter Form Approved:
Site Investigation/RECAP Evaluation Report Due Date:

ATTACHMENT 3. EXPERIENCE TABLE

"Abandoned Underground Storage Tank Site Investigation and Risk Evaluation"
U. P. Lachney Estate Property, LA Hwy. 15 and Oakwood St., Gilbert, LA; Franklin Parish RFP
(Enlarge or duplicate table as necessary)

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

ATTACHMENT 4
SCHEDULE OF PRICES

"Abandoned Underground Storage Tank Site Investigation and Risk Evaluation"

U. P. Lachney Estate Property, LA Hwy. 15 and Oakwood St., Gilbert; Franklin Parish

Louisiana Department of Environmental Quality

Line Item No.	Pay Item Description	Payment Unit	No. of Units	Unit Rate	Line Total
1	Commencement Conference [SOW, Section 3.1]	Lump sum	1		
2	Site Access [SOW, Section 3.2]	Lump sum	1		
3	Project Planning for Site Investigation [SOW, Section 3.2]	Lump sum	1		
4	Implementation of Site Investigation Work Plan, Evaluation and Interpretation of Data [SOW, Section 3.4 (1) - (2)]	Lump sum	1		
5	Site Investigation/RECAP Report [SOW, Section 3.4(3)	Lump sum	1		
6	Additional Site Investigation - Project Planning [SOW, Section 3.4 (4)]	Lump sum	1		
7	Additional Site Investigation - Site Investigation Implementation, Data Evaluation & Interpretation [SOW, Section 3.4 (4)]	Lump sum	1		
8	Additional Site Investigation - Site Investigation Report [SOW, Section 3.4(4)]	Lump sum	1		
9	Quarterly Groundwater Monitoring & Reports [SOW, Section 3.5]	Quarterly	4		
10	Emergency/Interim Corrective Action [SOW, Section 3.6]	Per 8 Hour Vacuum Event	8		
11	Emergency/Interim Corrective Action (Quarterly Groundwater Monitoring) [SOW, Section 3.6]	Quarterly	4		
12	Monitoring/Recovery Well Plugging and Abandonment (Existing Wells)[SOW, Section 3.4, (1)(e)]	Per Well	6		

13	Attendance at public meetings [SOW, Section 3.7]	Hour			
14	Travel time for Attendance at Public Meetings [SOW, Section 7.11]	Hour			
15	Litigation Support [SOW, Section 3.8]	Hour			
16	Travel time for Litigation Support [SOW, Section 7.12]	Hour			
TOTAL PRICE					

- Unit rates for lines 1 – 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), travel expenses and profit.

- Unit rates for lines 13 – 16 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
"Abandoned Underground Storage Tank Site Investigation and Risk Evaluation"
U. P. Lachney Estate Property, LA Hwy. 15 and Oakwood St., Gilbert, LA;
Franklin Parish

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

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

WITNESSETH:

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

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

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

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

1. PROJECT IDENTITY

This contract will be identified as **"Abandoned Underground Storage Tank Site Investigation and Risk Evaluation" U. P. Lachney Estate Property, LA Hwy. 15 and Oakwood St., Gilbert, LA; Franklin Parish** with the Contract Number assigned as set forth above. All invoices and other correspondence submitted to LDEQ in connection with this contract shall be identified by this Contract Number.

2. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

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

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

3. CONTRACT TERM

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

4. RESPONSE ACTION CONTRACTOR REQUIREMENTS

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

5. SCOPE OF SERVICES

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

6. NOTICE TO PROCEED

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

7. COMPENSATION

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

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

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

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

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.

The Contractor is hereby advised that U. S. Environmental Protection Agency Grant No. 2L-966895-01-0 funded by the American Recovery and Reinvestment Act of 2009 (ARRA) and is being used by the Department to partially fund this contract.

9. LDEQ OBJECTIVES, MONITORING PLAN, AND PERFORMANCE MEASURES

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

a. The goal of this contract is to provide investigation and risk evaluation of property contaminated by abandoned motor fuel underground storage tanks. The objectives to be achieved through this contract in order to attain this goal include providing LDEQ with:

(1) Collection of Background Information, Site Assessment and Reconnaissance, and Site Access;

(2) Project Planning for Site Investigation;

(3) Implementation of Site Investigation Work Plan, Evaluation and Interpretation of Data and Site Investigation Report;

(4) Quarterly GW Monitoring and Reports; and

(5) Emergency/Interim Corrective Action.

b. LDEQ will monitor the progress of the Contractor during the contract by:

(1) designating LDEQ staff to act as the Project and Contract Managers;

(2) meeting with the Contractor as necessary to provide guidance or answer questions;

(3) ensuring that deliverables are submitted within the time frame of the contract;

(4) reviewing, requiring correction as necessary, and approving all deliverables; and

(5) requiring Monthly Progress Reports.

c. LDEQ will measure the successful performance of the Contractor by reviewing and evaluating the acceptability of all deliverables

10. INVOICING AND PAYMENT

a. Payment:

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

The unit rate for line items 1-12 in the contract Schedule of Prices shall include all associated direct costs (labor, supplies, equipment, incidentals and expendables, duplication/copying, communications, postage, shipping and handling, transportation, taxes, etc.), all indirect costs (fringes, overheads, general and administrative costs), travel and profit.

The unit rate for line items 13 – 16 in the contract Schedule of Prices shall include all direct costs (labor, supplies, equipment, incidentals and expendables, duplication/copying, communications, shipping and handling, taxes, etc.), all indirect costs (fringes, overhead, general and administrative costs) and profit. Personnel travel expenses and mileage, as required by LDEQ, shall be reimbursed separately according to the State General Travel Regulations (http://www.doa.louisiana.gov/osp/travel/travelpolicy.htm) upon presentation of required documentation and shall constitute part of the maximum payable under the contract. Travel time shall be reimbursed in accordance with the hourly rate provided in the Schedule of Prices.

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

b. Payment procedure:

Invoices shall be submitted within fourteen (14) calendar days of the last day of the preceding month. Payment shall be made 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. Monthly

Progress Reports that clearly support the Contractor's request for payment for the corresponding billing must be included with each invoice.

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:

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

(2) A procurement summary detailing purchases from Minority/Women Business Enterprise (MBE/WBE) shall be submitted semi-annually (April 15th & October 15th) by the Contactor on Appendix C with corresponding invoice for payment for approval prior to issuance of incremental and final payment. The information in the report should cover the periods ending March 30th and September 30th, to be submitted within 15 days after the end of the reporting period.

(3) Disadvantaged Business Enterprise (DBE) reporting requirements shall be submitted semi-annually (April 15th & October 15th). The information in the report should cover the periods ending March 30th and September 30th, to be submitted within 15 days after the end of the reporting period:

a. EPA Form 6100-2 (DBE Subcontractor Participation Form)(Completed by Subcontractor and mailed directly to EPA).

b. EPA Form 6100-3 (DBE Subcontractor Performance Form) (completed by subcontractor and contractor. Returned to DEQ by Contractor. DEQ submits to EPA).

c. EPA Form 6100-4 (DBE Subcontractor Utilization Form) (Contractor mails to the Department and submits to EPA).

The **Contractor** shall submit the MBE/WBE Procurement Summary, EPA Form 6100-3 and EPA Form 6100-4 to:

Louisiana Department of Environmental Quality
Financial Services Division
P.O. Box 4303
Baton Rouge, LA 70821-4303

Additionally, the **Contractor** shall submit EPA Form 6100-4 to:

ATTN: DBE Coordinator
US EPA Region 6, SDBUO
1445 Ross Avenue, Ste. 1200
Dallas, TX 75202-2733

The **subcontractors** shall submit EPA Form 6100-2 to:

ATTN: DBE Coordinator
US EPA Region 6, SDBUO
1445 Ross Avenue, Ste. 1200
Dallas, TX 75202-2733

(4) The Contractor shall submit a narrative quarterly report to the Project Manager at DEQ/OEA, P. O. Box 4314, Baton Rouge, LA 70821-4314 indicating Louisiana Jobs Created and/or Sustained no later than: September 15th, December 15th, March 15th and June 15th :

In order to comply with Section 1512 of American Recovery and Reinvestment Act (ARRA), the Contractor shall provide description of the employment impact of the Recovery Act funded work, including the types of jobs and estimate of the number of jobs created or retained by the project and activity or contract.

Contractors shall submit quarterly reports containing detailed information on the projects and activities funded by the Act. Each Contractor must include the Data Universal Numbering System (DUNS) number on its contract. Any Contractor that does not have a DUNS number can obtain one by applying at this site: http://fedgov.dnb.com/webform/. Numbers are generally issued within one business day.

Contractors are required to report an estimate of jobs directly created or retained by projects using ARRA funds. Jobs are reported by "full time equivalent" (FTE) positions. One FTE is assumed to be 2,080 hours per year (52 weeks times 40 hours) or 520 hours per quarter. In some cases, employees may not work 2,080 hours per year (taking paid holidays and leave time into consideration), and in those cases an FTE may be a different number.

Jobs are reported quarterly and the reports are cumulative. As an example, if a contractor's workers worked 2,200 hours during the first quarter of a job, the contractor would report 4.23 FTE for the quarter (2,200/520). If those workers worked 2,000 hours in the next quarter, the contractor would report 4.04 as the cumulative FTE for both quarters (4,200/1,040)
Jobs are not limited to construction workers; they can include foremen, superintendents, resident inspectors, or others assigned duties related directly to the project. Workers only indirectly related to the project, such as material suppliers or clerical staff preparing reports, are not counted.

Detailed guidance for reporting on jobs created or retained can be found at http://www.whitehouse.gov/omb/assets/memoranda_fy2009/m09-21.pdf

d. Payroll Records

DAVIS BACON WAGE RATE REQUIREMENTS

Certified payroll records shall be submitted weekly (Form WH-347 optional) accompanied with a signed "Statement of Compliance" to the Project Manager.

In order to comply with Section 1606 of American Recovery and Reinvestment Act (ARRA), the Contractor agrees that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of the United States Department of Labor ("DOL") in accordance with the Subchapter IV of chapter 31 of Title 40, United States Code.

Davis Bacon prevailing wage requirement applies when the project includes:

1) Installing piping to connect households or businesses to public water systems or replacing public water system supply well(s) and associated piping due to groundwater contamination

2) Soil excavation/replacement when undertaken in conjunction with the installation of public water lines/wells described above, or

3) Soil excavation/replacement, tank removal, and restoring the area by paving or pouring concrete when the soil excavation/replacement occurs in conjunction with both tank removal and paving or concrete replacement.

When the project includes one of the items listed above (1, 2, or 3 above), the following provisions shall apply:

(a) Contract and Subcontract Provisions

1. Minimum Wages

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the applicable wage determination of the Secretary of Labor which the recipient obtained under the procedures specified in Item 2, above, and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage

determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. Recipients shall require that the contractor and subcontractors include the name of the Recipient employee or official responsible for monitoring compliance with DB on the poster.

(ii)(A) The Recipient, on behalf of EPA, shall require that contracts and subcontracts entered into under this agreement provide that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The EPA Award Official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the recipient agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the recipient to the EPA Award Official. The Award Official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the award official or will notify the award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Recipient do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the questions, including the views of all interested parties and the recommendation of the award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the Award Official within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The Department shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Louisiana Department of Environmental Quality may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of

1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Louisiana Department of Environmental Quality who will maintain the records on behalf of EPA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Louisiana Department of Environmental Quality for transmission to the EPA if requested by EPA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a contractor to require a subcontractor to provide addresses and social security numbers to the contractor for its own records, without weekly submission to the Department.

(B) Each payroll submitted to the Department shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under Sec. 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under Sec. 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the ``Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Louisiana Department of Environmental Quality, U.S. Environmental Protection Agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Louisiana Department of Environmental Quality may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees—

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of

trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Louisiana Department of Environmental Quality may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. The Secretary of the Louisiana Department of Environmental Quality shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Sec. 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess
of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

3. Withholding for unpaid wages and liquidated damages. The Department shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1)through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR Sec. 5.1, the Secretary of the Louisiana Department of Environmental Quality shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions

made, and actual wages paid. Further, the Secretary of the Louisiana Department of Environmental Quality shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Louisiana Department of Environmental Quality, U.S. Environmental Protection Agency and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

11. DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS:

The Contractor agrees to ensure that Disadvantaged Business Enterprises (DBE) 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 disadvantaged business enterprises have the maximum opportunity to compete for and perform services relating to this contract.

The following affirmative steps for utilizing DBEs are required:

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities.

2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process.

3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs.

4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

5. Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development Agency of the Department of Commerce.

6. If the prime contractor awards subcontracts, require the prime contractor to take steps in paragraphs (1) through (5) of this section.

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts

awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

The prime contractor shall pay all subcontractors for satisfactory performance no more than 30 days from the prime contractor's receipt of payment.

The prime contractor shall notify DEQ in writing prior to any termination of DBE subcontractor for convenience.

12. ARRA PROJECT SIGN

Contractors receiving funding under the American Recovery and Reinvestment Act of 2009 (ARRA), must display the ARRA logo in a prominent location and in a manner that informs the public that the project is an ARRA investment. LDEQ will provide a sign with the proper ARRA logo requirements to the contractor. Further information regarding ARRA sign requirements can be found at http://www.epa.gov/ogd/forms/Recovery_emblem_guide_v1[1].pdf. If applicable, the sign should not be displayed during project activities that are not part of the ARRA investment or where ARRA funds are not applicable.

13. USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS

Section 1605 of the American Recovery and Reinvestment Act of 2009 (ARRA) provides for the use of American iron, steel, or manufactured goods in projects funded with funds made available from ARRA. Specifically, subsection (a) states that "None of the funds appropriated or otherwise made available by this Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States." Additional information can be obtained from http://www.epa.gov/recovery/.

14. 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.

15. 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.

16. 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.

17. OWNERSHIP OF DOCUMENTS

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

18. 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 must be at least equal in education, qualifications, and experience to the person being replaced. 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.

19. CONTRACTOR'S INSURANCE

The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the

Contractor, his agents, representatives, or employees. The cost of such insurance shall be included in the Contractor's prices and shall not be separately billed.

a. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

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

b. Minimum Limits of Insurance

The Contractor shall maintain limits no less than:

(1) Commercial General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

(2) Automobile Liability: $1,000,000 combined single limit per accident, for bodily injury and property damage.

(3) Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage.

c. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by LDEQ. At the option of LDEQ, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects LDEQ, its officers, officials,

employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

d. Other Insurance Provisions

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

(1) General Liability and Automobile Liability Coverages

(a) LDEQ, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to LDEQ, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.

(b) Any failure to comply with reporting provisions of the policy shall not affect coverage provided to LDEQ, its officers, officials, employees, Boards and Commissions or volunteers.

(c) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) Workers' Compensation and Employers Liability Coverage

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

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

(3) All Coverages

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

e. Acceptability of Insurers

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

f. Verification of Coverage

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

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

Lisa Miller
Financial Services Division
Louisiana Department of Environmental Quality
P.O. Box 4303
Baton Rouge, LA 70821-4303

20. 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.

21. 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.

22. SUCCESSORS AND ASSIGNS

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

23. 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.

24. COMPLIANCE WITH LAWS OR GRANT

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

The Contractor is hereby advised that U.S. Environmental Protection Agency Grant No. 2L-966895-01-0 is being used by the Department to partially fund this contract. Continuation of this agreement is contingent upon grant approval.

25. 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 _____.

26. 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.

27. 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.

28. PROTECTION OF WHISTLEBLOWERS

In accordance with section 1553 of the American Recovery and Reinvestment Act of 2009, the Contractor agrees that employees of non-Federal employer receiving covered funds may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Recovery Accountability and Transparency Board, and inspector general, the Comptroller General, a member of Congress, A State or Federal regulatory or law enforcement Agency, a person with supervisory authority over the employee, a court or grand jury, the head of a Federal agency, or their representatives, information that the employee reasonably believes is evidence of:

1. Gross mismanagement of a contract
2. Gross waste of funds
3. A substantial and specific danger to public health or safety related to implementation or use of funds
4. An abuse of authority related to implementation or use of funds
5. A violation of law, rule, or regulation related to the funds

29. RECORDS

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

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 or audit. Copies thereof shall be furnished if requested.

30. ANTI-DISCRIMINATION

The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended,

the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

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

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

31. 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.

32. REMEDIES

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

33. TERMINATION OF CONTRACT FOR CAUSE

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

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

Notwithstanding the above, the Contractor shall not be relieved of liability to the Department for damages sustained by the Department by virtue of any breach of

the contract by the Contractor, and the Department may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Department from the Contractor is determined.

34. TERMINATION FOR THE CONVENIENCE OF THE DEPARTMENT:

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

35. 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 5915. All analytical data must be submitted in a format approved by the DEQ project manager and shall meet the requirements of LAC 33:I.5313 and the 2003 NELAC Standards.

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

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

Analytical work shall not be performed by any subcontractor unless written Department approval has been obtained by the Contractor prior to subcontracting any part of the services specified. The Contractor shall submit requests for approval, accompanied by information (including but not limited to resumes) of proposed subcontractors to the project manager. The Contractor further agrees to

guarantee and to require of any subcontractor that all services performed under any subcontract shall comply with all of the terms and conditions of this Contract and with LAC 33:I.5307.D.

36. 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.

37. AMENDMENTS

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

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

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

WITNESS:	**DEPARTMENT OF ENVIRONMENTAL QUALITY:**
_____	_____ Vince Sagnibene Undersecretary Office of Management and Finance
_____	_____ Paul D. Miller, P.E. Assistant Secretary Office of Environmental Assessment
WITNESS:	**CONTRACTOR**
_____	_____

APPENDIX C

MBE/WBE PROCUREMENTS MADE DURING REPORTING PERIOD
EPA Financial Assistance Agreement Number: 2L-966895-01

1. Procurement Made By		2. Business Enterprise		3. $ Value of Procurement	4. Date of Award MM/DD/YY	5. Type of Product or Services (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_____ DATE:_____
SIGNATURE

Semi-Annual Reporting ___(Oct-Mar)___(Apr-Sept)

OMB Control No: _____
Approved: _____
Approval Expires: _____

Environmental
Protection Agency

Disadvantaged Business Enterprise Program
DBE Subcontractor Participation Form

NAME OF SUBCONTRACTOR[1]	**PROJECT NAME**
ADDRESS	**CONTRACT NO.**
TELEPHONE NO.	**E-MAIL ADDRESS**
PRIME CONTRACTOR NAME	

Please use the space below to report any concerns regarding the above EPA-funded project (e.g., reason for termination by prime contractor, late payment, etc.).

_____
_____
_____
_____
_____

CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES RECEIVED FROM THE PRIME CONTRACTOR	AMOUNT SUBCONTRACTOR WAS PAID BY PRIME CONTRACTOR

_____ _____
Subcontractor Signature Title/Date

[1]Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

OMB Control No: _____
Approved: _____
Approval Expires: _____

Environmental
Protection Agency

Disadvantaged Business Enterprise Program
DBE Subcontractor Participation Form

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Participation Form to this address.

OMB Control No: _____
Approved: _____
Approval Expires: _____

Environmental
Protection Agency

Disadvantaged Business Enterprise Program
DBE Subcontractor Performance Form

NAME OF SUBCONTRACTOR[1]	**PROJECT NAME**
ADDRESS	**BID/PROPOSAL NO.**
TELEPHONE NO.	**E-MAIL ADDRESS**
PRIME CONTRACTOR NAME	

CONTRACT ITEM NO.	**ITEM OF WORK OR DESCRIPTION OF SERVICES BID TO PRIME**	**PRICE OF WORK SUBMITTED TO PRIME CONTRACTOR**

Currently certified as an MBE or WBE under EPA's DBE Program? _____ Yes _____ No

_____ _____
Signature of Prime Contractor Date

_____ _____
Print Name Title

_____ _____
Signature of Subcontractor Date

_____ _____
Print Name Title

[1]Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

OMB Control No: _____
Approved: _____
Approval Expires: _____

Environmental
Protection Agency

Disadvantaged Business Enterprise Program
DBE Subcontractor Performance Form

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Performance Form to this address.

OMB Control No: _____
Approved: _____
Approval Expires: _____

Environmental
Protection Agency

Disadvantaged Business Enterprise Program
DBE Subcontractor Utilization Form

BID/PROPOSAL NO.	**PROJECT NAME**
NAME OF PRIME BIDDER/PROPOSER	**E-MAIL ADDRESS**
ADDRESS	
TELEPHONE NO.	**FAX NO.**

The following subcontractors[1] will be used on this project:

COMPANY NAME, ADDRESS, PHONE NUMBER, AND E-MAIL ADDRESS	TYPE OF WORK TO BE PERFORMED	ESTIMATED DOLLAR AMOUNT	CURRENTLY CERTIFIED AS AN MBE OR WBE?

I certify under penalty of perjury that the forgoing statements are true and correct. In the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302(c).

_____ _____
Signature Of Prime Contractor Date

_____ _____
Print Name Title

[1]Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

OMB Control No: _____
Approved: _____
Approval Expires: _____

Environmental
Protection Agency

Disadvantaged Business Enterprise Program
DBE Subcontractor Utilization Form

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Utilization Form to this address.

ATTACHMENT 6
INDEMNIFICATION AGREEMENT

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

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

Accepted by: _____
Company Name

_____
Signature

_____
Title

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

Contract No. _____ for_____
_____
Purpose of Contract: _____
_____