

**EXHIBIT B**

**STATE OF LOUISIANA  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
OFFICE OF ENVIRONMENTAL ASSESSMENT  
UNDERGROUND STORAGE TANK DIVISION**

**RESPONSE ACTIONS AT ABANDONED UNDERGROUND STORAGE TANK SITES  
ABANDONED TANK CLOSURE AND ASSESSMENT PROGRAM**

**MANDATORY WORK AGREEMENT  
GENERAL TERMS AND CONDITIONS**

**Response Action Contractor:** \_\_\_\_\_  
(“RAC” or “Contractor”)

**RAC Address:** \_\_\_\_\_  
\_\_\_\_\_

**RAC Representative:** \_\_\_\_\_

Contractors providing services as directed by the Department agree to comply with the General Terms and Conditions as outlined in Part A of this Mandatory Work Agreement (Agreement). The Contractors providing services for sites eligible for federal grant funding agree to comply with the additional terms and conditions as outlined in Part B of this Agreement. Where terms and conditions conflict between Parts A and B, the Contractor shall comply with the requirements of the Part under which the work is assigned.

**A. General Terms and Conditions:**

1. The Contractor agrees to perform all response action activities and services under this Agreement in accordance with Attachment A (Scope of Services) and as assigned in all written Work Orders. The Contractor also agrees that the site characterization is accomplished within a designated Area of Investigation (AOI) as defined in the most current version of the Risk Evaluation and Corrective Action Program (RECAP) Document. All relevant information pertaining to ATCAP sites may be accessed through the Louisiana Department of Environmental Quality (**Department**) Public Records Center, Room 127, 602 N. Fifth Street, Baton Rouge, LA 70802, or by submitting a public records request. Most records of the Department are available in the Department’s Electronic Document Management System (EDMS) at <http://edms.deq.louisiana.gov>. The form for a public records request may also be found at <http://edms.deq.louisiana.gov>.
2. The remediation services provided by the Contractor will comprise, without exception, every discipline and expertise necessary to meet all the requirements of Attachment A (Scope of Services) and all written Work Orders. The Contractor shall be notified at the time of Work Order issuance if the site is eligible for federal grant funding. The

Contractor shall comply with the additional terms and conditions as outlined in Exhibit B, Part B and Exhibit D, Requirements of the Federal Grant. The Contractor will perform all remediation activities in accordance with all applicable federal, state and local statutes, rules, regulations, procedures, and guidelines.

3. Any and all such equipment, products, or materials necessary to perform these activities, services, or requirements, as further stated herein, shall be supplied, owned, and maintained by the Contractor. All maintenance, service, and repair of the remedial equipment and monitoring/recovery wells will be the Contractor's responsibility.
4. The Contractor shall maintain the minimum qualification requirements of a Response Action Contractor (RAC), as defined in LAC 33:XI.1205.A., throughout the duration of this Agreement. Failure to maintain the required qualifications, or promptly correct any lapse, may be considered as a failure to perform within the terms of this Agreement and handled in accordance with Paragraph 26 of this document.
5. The Contractor shall hold harmless and indemnify the Site owner/operator, the Department, and the State of Louisiana against any third party liability from damage caused by the Contractor.
6. The Department's performance and obligation to pay under this Agreement is contingent upon the availability of sufficient funds in the ATCAP. The Department will encumber the funds necessary to conduct the remediation at the Site as specified in this Agreement. If, however, after execution of this Agreement, there are not adequate funds in the Tank Trust Account to support this Agreement, then the Department will notify the Contractor immediately and the Contractor may withdraw from this Agreement. If the Contractor does withdraw from this Agreement, the Department will reimburse the Contractor for all necessary and appropriate costs in accordance with the most current version of the Tank Trust Account Cost Control Guidance Document for actual work performed from the period of the previously paid reimbursement application to the date of contract termination as funds become available in the ATCAP. Such a termination shall not be considered as failure to perform by the Contractor and shall be handled in accordance with Paragraph 18 of this document.
7. The Department agrees to authorize payments in accordance with Attachment A (Scope of Services), upon receipt, verification, and acceptance of the reimbursement application based upon approved work orders. Reimbursement packages must be submitted on the most current reimbursement application form as provided by the Trust Fund Management Section and in accordance with all submittal requirements described in the most current version of the Tank Trust Account Cost Control Guidance Document.
8. Any appeal of a reimbursement denial decision must be submitted in writing on the form provided by the Trust Fund Management Section and directed to the Trust Fund Reviewer who processed the application in question or the Trust Fund Management Section Manager. Forms are available on the Department's website at <http://www.deq.louisiana.gov/trustfund>.

9. All plans, reports, correspondence, and submittals requested in written Work Orders, including but not limited to *Investigation Work Plans, Investigation Reports, RECAP Evaluation Report, Corrective Action Plan (CAP), CAP Construction and Operation Report, Groundwater Monitoring Reports, Soil Confirmation Reports, Well Plugging and Abandonment Reports, Conveyance Notification Filing Reports, etc.*, shall be submitted, in accordance with LAC 33:XI.715.F and G, within the schedules established by the Department in triplicate to: LDEQ, Underground Storage Tank Division – Remediation Process Administrator, P.O. Box 4314, Baton Rouge, Louisiana, 70821-4314.
10. In the event of an audit of the Tank Trust Account or the ATCAP, the Contractor shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with consistently applied generally accepted accounting principles. The Department considers Contractor’s standard accounting procedures to track labor costs and material expenses as acceptable documentation. The Department, the State, or their authorized representatives, shall have access to such records for audit purposes during the term of this Agreement and for three (3) years following Agreement completion. In the event any work is sublet, the Contractor shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
11. The Contractor agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Contractor that the Department shall not be liable to any vendor or subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
12. The Contractor will perform as an independent Contractor and not as an agent, representative, or employee of the Department.
13. All written work orders to complete response actions in accordance with Attachment A (Scope of Services) will be final and will not be terminated, or costs increased, or modified for any reason with the exception of the following conditions:
  - a. Identification of a new release that affects attainment of remedial goals;
  - b. migration of off-site contamination onto the subject site that affects attainment of remedial goals;
  - c. changes in applicable regulatory requirements or policies that affect remedial design, operations or remediation goals;
  - d. events beyond the control of the parties that make performance or timely performance impossible; and
  - e. other conditions that are mutually agreed to by the Contractor and the Department.
14. The Agreement may be terminated if a *Force Majeure* event destroys or otherwise renders the existing remedial strategy inoperable or impossible to implement. *Force Majeure* events shall include hurricanes, tornados, floods, wildfires, and wars. *Force Majeure* events shall not include lightning strikes, heavy rains, high winds, hail, freezing temperatures, damage caused by vandalism, theft, or other acts of third parties, including damage resulting from collision by a motor vehicle. Such a termination shall not be

considered as failure to perform by the Contractor and shall be handled in accordance with Paragraph 18 of this document.

15. In the event that the remediation schedule is delayed for more than ninety (90) calendar days and such delay is due to circumstances beyond the control of the Contractor, then the time for the performance of remediation may be extended. In the event that the remediation schedule is delayed for more than 180 calendar days, then either the Contractor or the Department may terminate this Agreement. Such a termination shall not be considered as failure to perform by the Contractor and shall be handled in accordance with Paragraph 18 of this document.
16. The Contractor shall be responsible for payment of all utilities necessary to complete the remediation, including electricity, propane, sanitary sewer, telephone, etc.
17. All applicable certification, training, permits, applications, and fees associated with soil borings, well installation; injection, discharge, treatment, or transportation of groundwater, air, or soil; construction or operation of a remediation system; and any other action requiring a permit are the responsibility of the Contractor.
18. In the event this Agreement is terminated pursuant to Paragraphs 6, 14, 15, or 24 of this document, and such termination is not due to failure to perform by the Contractor, the Contractor shall be paid for all necessary and appropriate costs in accordance with the most current version of the Tank Trust Account Cost Control Guidance Document for actual work performed from the period of the previously paid reimbursement application to the date of contract termination. Any such payments made shall completely satisfy the Department's obligation to the Contractor under this Agreement.
19. The Contractor shall immediately notify the Department (within 24 hours) upon discovery of a significant change in site conditions. This notification must be followed up in writing within seven (7) calendar days upon discovery of the significant change. The following are examples of significant changes in site conditions:
  - a. an emergency or imminent hazard which could require the contractor to make changes to the remedial system to mitigate the hazard;
  - b. measurable free product is found at a monitoring point for the first time;
  - c. the remediation system has shut down for more than a week;
  - d. a sensitive receptor has been impacted, such as elevated VOCs in indoor air, utility lines, and water supply wells.
20. The Contractor must notify the Department, in writing, at least thirty (30) calendar days before making modifications to any approved remedial technology or its operation that may be subject to regulations or results in a modification in air or water treatment. Changing to another remediation technology not previously discussed and approved in the Corrective Action Plan will require the Contractor to prepare and submit a Corrective Action Plan Addendum for approval by the Department.
21. The Contractor shall be responsible for gaining access to off-site properties to sample monitoring wells, install remediation equipment, conduct any site investigation, or perform any corrective action activity, etc., as required. **The Contractor shall ensure**

**that all property owners (on-site and off-site) affected by the release are in agreement with the proposed corrective action method(s) or technology(ies) prior to submission of a Corrective Action Plan. Failure to secure access and approval of the proposed corrective action method(s) shall constitute a material breach of this Agreement.** The Contractor shall also be responsible for returning the site to the condition, as it existed prior to installation of the remediation or monitoring systems, (e.g. removing monitor well manholes/road boxes, asphalt paved areas will be paved with asphalt, concrete areas will be replaced with concrete, grass areas will have soil replaced to the original grade and seeded or sodded with grass, etc.).

22. The Contractor shall coordinate all work activities at the site with the Owner/Operator to minimize interference with business operations. The Contractor agrees to notify the Department's Team Leader no later than five (5) business days prior to the initiation of the approved response activities. The RAC acknowledges that no site work shall be conducted without a Department representative on site unless approved by the LDEQ ATCAP Project Manager. During work activities, the Contractor shall also maintain the site free of debris and in good condition. The RAC shall be responsible for the protection and safety of all workers, materials, equipment, and other property on the sites against vandals and other unauthorized persons during on-site activities.
23. The Department reserves the right to conduct its own sampling events, to install groundwater monitoring wells, and/or to advance soil borings, at any time and at its sole cost and discretion. The Department shall provide notice to the Contractor at least two (2) weeks in advance of such events so that the Contractor will have the option to observe the Department's activities and split samples with the Department. Any and all costs incurred by the Contractor for such participation shall be borne solely by the Contractor.
24. The Department reserves the right to stop work under this Agreement, if it is in the best interest of the State of Louisiana. Any delay in the remediation schedule caused by such order shall be handled in accordance with Paragraph 15 of this document.
25. Payment under this Agreement may be withheld by the Department at any time for failure of the Contractor to perform in accordance with the terms and conditions contained herein. The Department will provide notice to the Contractor by certified letter describing the violated term(s) and/or condition(s). The Contractor will be given a specified number of calendar days to correct all identified deficiencies. In the event of an imminent hazard the Department will notify the Contractor as soon as practical, but may act immediately to abate the hazard. If the Contractor created the hazard and the Department must act to abate, then the Contractor shall indemnify the Department for any third party liability pursuant to Paragraph 5 of this document, and reimburse the Department for the actual costs incurred for the abatement.
26. The Contractor acknowledges that the Department may terminate the Contractor's eligibility for future work under this Agreement if the Department determines that the Contractor has failed to perform its duties for site rehabilitation tasks set forth in this Agreement, including a failure to correct deficiencies noted by the Department in accordance with Paragraph 25 of this document.

27. If the Contractor abandons any project prior to completion of the remediation period or prior to the end of the Agreement term, whichever occurs first, or otherwise fails to fulfill the terms of this Agreement, such abandonment or other failure shall be considered failure to perform by the Contractor and handled in accordance with Paragraph 26 of this document. If the Contractor fails to achieve the remediation goals, as specified in Attachment A (Scope of Services), by the end of the Agreement term, it shall not be construed as failure to perform under this Agreement if the Contractor has continued to provide corrective action on a full-time basis.
28. If the Contractor abandons any activity of the project prior to completion of the remediation period or prior to the end of the Agreement term, whichever occurs first, or otherwise fails to fulfill the terms of this Agreement, the Contractor shall ensure the site has been left clean and orderly with all wastes, supplies, unnecessary equipment, products or materials used or generated in the investigation and corrective action activities have been removed and disposed in accordance with State regulations, guidance documents and generally accepted industry practices. **Failure to do so may result in enforcement action by the Department.**

**B. Applicable to Federal Grant-Funded Sites as Directed by the Department:**

1. The State, through the Legislative Auditor, and/or the Office of the Governor, Division of Administration, the Department's Audit Services, U.S. Environmental Protection Agency, or any of their duly authorized representatives, shall be entitled to audit the books, documents, papers, and records of the Contractor and any subcontractors which are reasonably related to this contract.
2. The Contractor and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for five (5) years from date of final payment under this contract, for inspection or audit, and copies thereof shall be furnished if requested.
3. 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, Section 13 of the Federal Water Pollution Control Act Amendments 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, EPA Title IV implementing regulations, 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, disability or age in any matter relating to employment. 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.

4. 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.
5. The Department may terminate this contract for cause based upon the failure of the Contractor to comply with the terms and conditions of the contract; provided that the Department shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) calendar 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) calendar 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. 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.

6. The Department may terminate the contract at any time by giving thirty (30) calendar 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 contract, less payments of compensation previously made for allowable costs, including non-cancelable commitments.
7. Any claim or controversy arising out of this contract shall be resolved by the provisions of La R.S. 39:1672.2 through 1672.4.
8. In accordance with the EPA grant award from which this RSIQ is partially funded, the Contractor agrees to comply with the applicable requirements of the current EPA General Terms and Conditions found at <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-2-2017-or-later>, regarding this procurement contract and all subcontracts awarded by the Contractor.
9. The Contractor is hereby advised that a U.S. Environmental Protection Agency grant is being used by the Department to partially fund this contract. The Contractor shall comply with the requirements of this grant, as outlined in Exhibit D, Requirements of the Federal Grant, of this RSIQ. Continuation of this contract is contingent upon grant approval.

**This Agreement will be effective the day of signing by all parties and may only be cancelled with written notice to all parties under the terms written in this Agreement. All costs incurred in the execution of this Agreement and all activities and services associated with this Agreement are effective the day of signing by all parties.**

\_\_\_\_\_  
Response Action Contractor

\_\_\_\_\_  
Date

**The Department approves the terms and conditions of this Agreement between the above signed parties and agrees to provide reimbursements for the Abandoned Tank Closure and Assessment Program based on these terms.**

\_\_\_\_\_  
Louisiana Department of Environmental Quality

\_\_\_\_\_  
Date