

# MEMORANDUM OF AGREEMENT

Memorandum Of Agreement  
Between  
General Services Administration And  
Louisiana State University, the Hazardous Substance Research Center/South and  
Southwest (HSRC) and Horne Engineering Services, Inc.

The purpose of this Memorandum of Agreement (MOA) is to provide a basis of agreement between the General Services Administration (GSA) and Louisiana State University, the Hazardous Substance Research Center/South and Southwest (HSRC) and Horne Engineering Services, Inc. (LSU/Horne). These matters include both short-term development plans of LSU/Horne and the permission to access Southeast Federal Center (SEFC) facility to use an open area for cap construction materials storage.

**WHEREAS**, Horne Engineering, Inc, is the authorized representative for Louisiana State University, the Hazardous Substance Research Center/South and Southwest (HSRC) and Horne Engineering Services, Inc. and,

**WHEREAS**, GSA and Louisiana State University, the Hazardous Substance Research Center/South and Southwest (HSRC) and Horne Engineering Services, Inc. desire that Louisiana State University, the Hazardous Substance Research Center/South and Southwest (HSRC) and Horne Engineering Services, Inc have limited access to and use of, as hereinafter described, a specific portion of the SEFC property.

NOW, THEREFORE, the Parties agree to the following:

1. LSU/Horne shall work towards the completion of use and right of access within Sixty (60) days, or any fair and reasonable extension thereof by GSA, from the effective date.
2. Truck Route:
  - LSU/Horne shall have access to the use area as depicted on Exhibit A, attached.
3. Staging Area
  - LSU/Horne is responsible for supplying any trailer and other facilities necessary for the use of its personnel. If hook-up is required, Horne Engineering Services, Inc. shall submit to the GSA property manager for approval, in writing and 72 hours in advance, all information necessary for the hook-up.
  - All personnel prior to entering the SEFC will submit to the SEFC property manager full names, social security numbers and any other identification necessary for SEFC security purposes. Identifying badges are to worn at all times.
  - This agreement is for standard daytime working hours. Any access or other than daytime hours must be reviewed and approved by the SEFC property manager at least 24 hours in advance.

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- 20-mil poly will be placed over existing grade prior to stockpiling materials.
  - At the end of each workday, the stock piled materials will be covered with 6-mil poly and secured.
  - Limits of the staging area are defined on Exhibit B, attached.
  - No truck traffic is to go beyond stone (gravel) line depicted on Exhibit B, attached.
  - Horne Engineering Services, Inc. will submit, prior to delivery, for review and approval Material Safety Data Sheets (MSDS) on the materials that will occupy the site. GSA retains the right of refusal for any goods and materials submitted.
4. Low Impact Drainage System
- The system, depicted on Exhibit B, attached, is 13' wide with clean-out space throughout. This system must be protected.
  - LSU/Horne shall place 2 layers of 3/4" plywood or mats over the system and extending a minimum of 1 foot beyond each LID edge. If the plywood or mat is damaged during the course of this agreement, it shall be replaced before any continuation of work takes place.
5. Seawall Protection
- Material placed along the seawall for deposit on the barge will be placed on 20 mil poly or plywood.
  - If any material is left in this location at the end of the workday, the area must be protected with a silt fence. The remaining material shall be covered with 6-mil poly.
  - If severe weather or heavy rain is forecast, all materials will be removed from the seawall to the required staging area and covered with 6 mil poly.
6. Completion of work
- All areas, staging area, stone area, LID system and lawn area shall be restored to its original condition. Both parties to this agreement will photograph the area intended by this agreement prior to use.
7. LSU/Horne shall assume full responsibility and liability for its personnel, use, work and related work at SEFC.
8. LSU/Horne agree to cooperate with GSA in maintaining the premises in accordance with applicable environmental laws. LSU/Horne shall not use, store, or handle any hazardous materials upon the premises except in strict accordance with applicable laws and regulations. In the event of a release of hazardous materials, contractor shall take immediate steps to minimize and mitigate the risk of harm or damage to persons and property, and immediately notify GSA and the appropriate public safety officials. LSU/Horne is responsible for any cleanup, remedial or response action required by the regulatory agency to address hazards

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created as a result of his storage, use or handling of any hazardous material; and any and all costs as a result of a release of hazardous materials or a violation of any applicable environmental law or regulation by the LSU/Horne, his employees, subcontractors, and guests shall be borne by the LSU/Horne.

9. The signatories to this MOA certify that each signatory and each party have full legal authority to enter into this MOA.
10. This MOA may be modified or cancelled only upon the written agreement of the Parties hereto.
11. This MOA shall be effective as of the latest date of signature of any signatory party hereto.
12. GSA has the right to cancel this agreement at any time.

Louisiana State University, the Hazardous Substance Research Center/South and Southwest (HSRC) and Horne Engineering Services, Inc.

By: \_\_\_\_\_ Date:  
\_\_\_\_\_

GENERAL SERVICES ADMINISTRATION  
National Capital Region

By: \_\_\_\_\_ Date:  
\_\_\_\_\_