

**AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009**  
**REQUIREMENTS FOR INTERAGENCY AGREEMENT DE-AI30-08CC60036**  
**FOR RADIOLOGICAL CHARACTERIZATION**  
**OF AREA IV AT SANTA SUSANA FIELD LABORATORY**  
**AMENDMENT 4 TO INTERAGENCY AGREEMENT DE-AI30-08CC60036**  
**April 2009**

In July 2008, the Department of Energy (DOE) and the Environmental Protection Agency (EPA) entered an Interagency Agreement (IAG) for radiological characterization work to be conducted at the Santa Susana Field Laboratory (SSFL). In February 2009, the IAG was amended to provide funds so that EPA could: 1) conduct a background study to determine site specific background values for radiological contaminants at SSFL; 2) develop a scope of work, schedule and cost estimate for the first phase of a radiological survey of SSFL Area IV and the Northern undeveloped land at the SSFL (see attached figure); 3) initiate a historical site assessment evaluating past radiological activities at SSFL; and 4) develop a work plan for a radiological study of SSFL Area IV and the Northern undeveloped land. The IAG, as amended, the February 2009 Agreement, (Attachment 1), together with this second amendment, are hereby merged and referenced as "the Radiological Characterization of Area IV at the SSFL."

Under this amendment to Interagency Agreement (IAG) DE-AI30-08CC60036, the Department of Energy (DOE) (also referred herein as the "Ordering Agency") provides funding in the amount of \$38,300,000.00 appropriated under the American Recovery and Reinvestment Act of 2009, Pub. L. 1115 (Recovery Act or the Act) to the Environmental Protection Agency (EPA) (also referred herein as the "Lead Agency or Performing Agency") to accelerate and complete the remaining work to be performed under the IAG scope of work. A portion of the funds (up to \$3,400,000) may be used to fund EPA staff expenses and travel related to the EPA Work.

**RECOVERY ACT STATEMENT OF ACCELERATED WORK FOR THE**  
**RADIOLOGICAL CHARACTERIZATION OF AREA IV AT SSFL**

The EPA shall, in accordance with the terms of this IAG, act as Lead Agency for conducting the work that is summarized and defined in the Statement of Work (SOW) for IAG DE-AI30-08CC60036. This amendment establishes a new Line Item and revises the IAG SOW to accelerate the remaining work necessary to complete the Radiological Characterization of Area IV and the Northern undeveloped land at the SSFL (see attached figure). Line Item 002 is hereby established to track the work that will be financed by Recovery Act funds and associated funding:

Line Item 002	DESCRIPTION	DOLLARS
	Recovery Act Funds provided to complete Radiological Characterization of Area IV at SSFL	\$38,300,000.00

- o *Work effort to complete: Radiation Survey (surface soil and groundwater/seep sampling and analyses); QA/QC Monitoring Requirements; and Radiation Survey (subsurface soil sampling and analyses) 100% gamma surface scan, historical site assessment, and complete data evaluation and report for Area IV and the Northern undeveloped land at SSFL on or before September 30, 2011.*

See Attachment 2, SSFL ONSITE SCHEDULE. This is the schedule of tasks to be performed for completion of the onsite survey for Area IV and the Northern undeveloped land at the SSFL.

### **AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 TERMS AND CONDITIONS**

Work performed under this Interagency Agreement will be funded under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act or Act). Special Recovery Act certification and reporting requirements apply to both the ordering and performing Federal agencies, the agency contractors and first-tier subcontractors. Therefore, the following terms and conditions are hereby appended to the IAG:

#### **RECOVERY ACT CERTIFICATION**

The IAG is modified to add the following, which shall flow down to all contracts and first tier subcontracts and is applicable only to the Recovery Act work:

Certification -

In order for the Contracting Officer to accept any products or services funded by the Recovery Act, the Contractor shall certify that the items were delivered and/or work was performed for a purpose authorized under the Recovery Act.

#### **RECOVERY ACT PERIOD OF PERFORMANCE**

The period of performance for the Recovery Act work specified in IAG DE-AI30-08CC60036 shall be for the period beginning the date this amendment is executed by DOE and EPA through December 31, 2011. The date of completion of the work funded by Recovery Act is not expected to exceed September 30, 2011. The period of performance shall conform to the accelerated schedule. See Attachment 2, SSFL ONSITE SCHEDULE, for the schedule.

#### **FINANCING**

As identified in the IAG signed July 24, 2008, DOE's preferred method for transferring funds to the EPA is via the Intergovernmental Payment and Collection System (IPAC). For the Recovery Act funds transferred, EPA should make IPAC charges with reference to DOE's IAG Number cited in block 1, of the Cover Page. All IPAC charges must be supported with the appropriate documents/required reports.

The following invoice procedure will apply to the submission of invoices for Recovery Act work specified in the Statement of Work. The Contractor may invoice costs for both Recovery Act work and other work in the same invoice. However, the Contractor shall separately identify costs in its invoices that pertain to the Recovery Act work. Other existing provisions applicable to invoice submission are applicable to Recovery Act invoices. A copy of all invoices relating to Recovery Act funding shall be provided to the DOE. Recovery Act costs shall also be segregated in the invoice so as to identify those costs associated with each applicable appropriation at the 1, 7, and 8 levels of the following accounting and appropriations data:

### Accounting and Appropriations Data

Level	1	2	3	4	5	6	7	8	9	10
Numerical Characters	Xxx	xxxxx	xxxx	Xx	xxxxxx	xxxxx	xxxxxxx	xxxxxxx	xxxxxxx	xxxxxxx
Level Name	Appropriation Code	Fund	Appropriation Year	Allottee	Reporting Entity	Object Class	Program	Project	WFO	Local Use

The Performing Agency shall certify in the appropriate supporting document/report accompanying the IPAC charge that the costs included in the charge for Recovery Act work were incurred only to accomplish the Recovery Act work in accordance with the Statement of Work. A copy of all charges with supporting documents/reports relating to Recovery Act funding shall be provided to the DOE.

### RECOVERY ACT PURCHASE OF PERFORMING AGENCY CONTRACTOR ACQUIRED PROPERTY

The Performing Agency shall be accountable for all property purchased with Recovery Act funding under this IAG. Sensitive property is property for which additional physical security, protection, control, and accountability is required (e.g. radios, laptop and computers, cameras, etc.) to prevent the theft, loss or misplacement

The title of all Recovery Act purchased property considered accountable (greater than \$5,000) or sensitive shall vest in the DOE, and shall be returned at completion of the effort, unless an alternative agreement is made. Inventory and records for any accountable or sensitive property shall be maintained by the Performing Agency and provided to the DOE Contracting Officer on a quarterly basis. Equipment; accountable (i.e. gamma scanning detection system) and sensitive shall be identified and marked as U.S. Government - DOE property.

The Performing Agency shall develop and maintain a list of those items of personal property that are considered sensitive, as determined by the Ordering Agency Organizational Property Management Office OPMO and/or Contracting Officer. This list shall consist of:

(a) items, regardless of value, that require special control and accountability because of susceptibility to unusual rates of loss, theft, or misuse or due to national security and export control considerations.

(b) other items that the OPMO and/or Contracting Officer determines to need special control and accountability.

### **RECOVERY ACT SPECIAL PROVISIONS**

“Ordering Agency” is defined in Section 130.9 of OMB Circular A-11 and means the DOE in IAG DE-AI30-08CC60036.

“Performing Agency” is defined in Section 130.9 of OMB Circular A-11 and means the EPA in IAG DE-AI30-08CC60036.

### **DOE Contract Clause H.999 Special provisions relating to work funded under American Recovery and Reinvestment Act of 2009 (Feb 2009)**

#### **Preamble:**

Work performed under Interagency Agreement (IAG) DE-AI30-08CC60036 will be funded, in whole or in part, with funds appropriated by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act or Act). The Recovery Act’s purposes are to stimulate the economy and to create and retain jobs. The Act gives preference to activities that can be started and completed expeditiously, including a goal of using at least 50 percent of the funds made available by it for activities that can be initiated not later than June 17, 2009.

The Performing Agency should begin planning activities for its contractors and first tier subcontractors, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration (CCR).

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the Act’s reporting requirements. For projects funded by sources other than the Recovery Act, the Performing Agency should plan to keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Act.

The Government has not fully developed the implementing instructions of the Recovery Act, particularly concerning the how and where for the new reporting requirements. The Performing Agency will be provided these details as they become available. The Performing Agency must comply with all requirements of the Act. If the Performing Agency believes there is any inconsistency between Recovery Act requirements and current IAG requirements, the issues shall be referred to the DOE for reconciliation.

Be advised that special provisions may apply to projects funded by the Act relating to:

- Reporting, tracking and segregation of incurred costs;
- Reporting on job creation and preservation;
- Publication of information on the Internet;
- Protecting whistleblowers; and
- Requiring prompt referral of evidence of a false claim to the Inspector General.

Definitions:

For purposes of this clause;

“Covered Funds” means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the contract and/or modification using Recovery Act funds. Covered Funds must be reimbursed by September 30, 2015.

“First-tier subcontract” means a subcontract awarded directly by a Federal Government prime contractor whose contract is funded by the Recovery Act.

“Non-Federal employer” means any employer with respect to Covered Funds – the contractor or subcontractor, as the case may be, if the contractor or subcontractor is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving Covered Funds; or with respect to Covered Funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

A. Flow Down Provision

Contract clause H.999 must be included in every contract and first-tier subcontract.

B. Segregation and Payment of Costs

This clause shall be included in every contract and first-tier subcontract.

Obligations and expenditures related to funding under the Recovery Act must be segregated. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects. Where Recovery Act funds are authorized to be used in conjunction with other funding to complete projects, tracking and reporting must be separate from the original funding source to meet the reporting requirements of the Recovery Act and OMB Guidance.

Invoices must clearly indicate the portion of the requested payment that is for work funded by the Recovery Act.

#### C. Prohibition on Use of Funds

None of the funds provided under this agreement and derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool or any projects similar to these.

#### D. Wage Rates

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 American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, 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 Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan numbered 14 of 1950 (64 Stat. 1267, 5 U.S.C. App.) and section 3145 of title 40 United States Code. See <http://www.dol.gov/esa/whd/contracts/dbra.htm>.

#### E. Publication

Information about this agreement will be published on the Internet and linked to the website [www.recovery.gov](http://www.recovery.gov), maintained by the Accountability and Transparency Board. The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

#### F. Registration requirements

The Performing Agency shall ensure that all contractors and first-tier subcontractors have a DUNS number and are registered in the Central Contractor Registration (CCR) no later than the date the first report is due under FAR 52.204-11 "American Recovery and Reinvestment Act – Reporting Requirements (MAR 2009)" below.

#### G. Utilization of Small Business

The Performing Agency shall, to the maximum extent practicable, give a preference to small business in the award of contracts for projects funded by Recovery Act dollars.

#### H. American Recovery and Reinvestment Act-Reporting Requirements

The Performing Agency will provide to the Ordering Agency copies of all data and reports generated under the Federal Acquisition Regulation Clauses listed below.

The following FAR clauses are hereby incorporated into this Interagency Agreement by reference and shall flow down to all first-tier subcontracts.

(a) 52.243-6 Change Order Accounting (APR 1984)

(b) 52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (MAR 2009)

(c) 52.204-11 American Recovery and Reinvestment Act – Reporting Requirements (MAR 2009)

(d) 52.215-2 Audit and Records – Negotiation Alt I (MAR 2009)

I. Buy American

The Performing Agency will insert and enforce all applicable Buy American Act and Trade Agreements Act provisions required by the Recovery Act to be used in contracts and first-tier subcontracts.

J. This Interagency Agreement (IAG) is a written understanding, negotiated between the DOE and the EPA that (1) contains provisions applying to future contracts between EPA and its contractors and first-tier subcontractors during the term of this IAG and (2) contemplates that future contracts will incorporate by reference or attachment the required and applicable provisions contained in this IAG. This Agreement, which is itself not a contract, may be changed only by written bilateral modification of the IAG itself and not by a contract incorporating the provisions included in this Agreement.

The IAG may be reviewed and revised as necessary to ensure it contains provisions required by statute, executive order, Federal regulation and agency acquisition regulations that the parties agree to include as applicable and may be repeatedly modified to incorporate mandatory Recovery Act statutory or regulatory requirements. Discontinuing or modifying this Agreement shall not affect any prior contract incorporating the provisions of the IAG.

DEPARTMENT OF ENERGY

ENVIRONMENTAL PROTECTION AGENCY

Cynthia V. Anderson 4/23/09  
(Date)

Keith Takata 4-23-09  
(Date)

Cynthia V. Anderson  
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