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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION IX
75 Hawthorne Street
San Francisco, CA 94105

March 12, 2010

Thomas D. Gallacher
Director, Environmental Health and Safety
The Boeing Company
Santa Susana Field Laboratory
5800 Woolsey Canyon Road
Canoga Park, CA 91304

Re: Santa Susana Field Laboratory, Ventura County, California
CERCLA Administrative Order on Consent No. 9-2010-05

Dear Mr. Gallacher:

I have signed and am transmitting the above-referenced CERCLA Administrative Order on Consent (AOC). This Order requires The Boeing Company to provide access to the Santa Susana Field Laboratory (SSFL) in order that EPA may conduct its radiological survey of portions of SSFL. The Order also requires Boeing to "participate and cooperate" with EPA's efforts by undertaking certain actions set forth in the Statement of Work (Attachment A to the AOC) (SOW). Pursuant to Paragraph 49 of the AOC, the AOC is effective today, March 12, 2010.

I sincerely appreciate the efforts made by Boeing representatives over the last six months that have resulted in completion of this AOC and attached SOW. Together, these documents should go a long way toward ensuring that EPA is able to efficiently and expeditiously conduct its investigation at SSFL. EPA looks forward to the continued cooperation of Boeing in this matter as EPA begins its on-site activities this month. If you have any legal questions about the enclosed Order, please contact John Lyons of EPA Region IX's Office of Regional Counsel at (415) 972-3889. Technical questions should be directed to Craig Cooper, Superfund Remedial Project Manager, at (415) 947-4148.

Sincerely,

Michael Montgomery
Assistant Director
Federal Facilities & Site Cleanup Branch
Superfund Division

cc: Rick Brausch, California Department of Toxic Substances Control

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION IX

IN THE MATTER OF: Santa Susana Field Laboratory, Ventura County, California The Boeing Company, RESPONDENT Proceeding Under Sections 104, 107 and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. § 9604, 9607 and 9622	ADMINISTRATIVE ORDER ON CONSENT FOR ACCESS AND PARTICPATION/COOPERATION WITH EPA RESPONSE ACTIONS U.S. EPA Region IX CERCLA Docket No. 9-2010-05

I. JURISDICTION

1. This Administrative Order on Consent (Order) is entered into voluntarily by the United States Environmental Protection Agency (EPA) and The Boeing Company (Respondent). EPA is issuing this Order pursuant to the authority vested in the President of the United States by Sections 104, 107 and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (CERCLA), 42 U.S.C. § 9604, 42 U.S.C. § 9607 and 42 U.S.C. § 9622, and the National Oil and Hazardous Substances Pollution Contingency Plan ("NCP"), 40 C.F.R. § 300.400(d)(4). This authority was delegated to the Administrator of the United States Environmental Protection Agency (EPA) on January 23, 1987, by Executive Order 12580, 52 Fed. Reg. 2923, and redelegated to the Regional Administrators of EPA on May 11, 1994, by EPA Delegation No. 14-14-B, 14-14C and 14-14D. The Region IX Regional

Administrator further delegated the authority to the Region IX Superfund Branch Chiefs (now titled Assistant Directors) on November 16, 2001 through Regional Delegation R9 1290.14A and 1290.43A.

II. STATEMENT OF PURPOSE

2. This Order requires Respondent to grant EPA and its authorized representatives entry and access (as set forth in the attached Statement of Work, Attachment A to this Order) to the Santa Susana Field Laboratory (SSFL or Site) located in Ventura County, California, for the purpose of taking an investigation of radiological contamination in SSFL Area IV and the adjacent northern buffer zone of SSFL. The EPA investigation will include a Historical Site Assessment, Gamma scan of accessible areas, sampling of soil, groundwater and surface water and related activities. This Order also requires Respondent to refrain from interfering with access to the property by EPA and its authorized representatives for the purposes set forth herein. Further, this Order requires Respondent to participate and cooperate with EPA's investigation as set forth in the Statement of Work (Attachment A to this Order).

3. EPA and Respondent recognize that this Order has been negotiated in good faith and that the actions undertaken by Respondent in accordance with this Order do not constitute an admission of any liability. Respondent does not admit, and retains the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Order, the validity of the findings of fact, conclusions of law and determinations in Sections III and IV of this Order, and otherwise reserves its rights with respect to the Site. Respondent agrees to comply with and

be bound by the terms of this Order and further agrees, that Respondent will not contest the basis or validity of this Order or its terms.

III. FINDINGS OF FACT

4. SSFL consists of 2,850 acres which have been divided into four administrative areas (Areas I, II, III and IV) along with a northern and southern buffer zone portion of the facility. Area IV consists of the westernmost 290 acres of SSFL and the northern buffer zone consists of approximately 182 acres.

5. Respondent owns the real property within SSFL Area IV and the adjacent SSFL buffer zone areas where EPA will be conducting its investigation. Respondent owns most of the SSFL Area I property and all of the Area III property. The United States owns 482 acres of SSFL (all of Area II and a portion of Area I). DOE contracted with Respondent to conduct nuclear energy research and related activities within a 90 acre portion of Area IV known as the Energy Technology Engineering Center.

6. EPA will be conducting a radiological survey in Area IV and the adjacent northern buffer zone with funding from an Interagency Agreement with the United States Department of Energy (DOE). Respondent controls access into and from the areas of SSFL where EPA will be conducting its work.

7. Available information indicates that SSFL Area IV historically was used for operations related to the testing and operation of nuclear reactors and related projects. Other facilities in Area IV included nuclear material critical test, storage, and handling facilities. There were ten nuclear reactors, including the Sodium Reactor Experiment, that were, at various times

located and operated within SSFL Area IV. There are documented historic releases of radiological materials from nuclear reactors during operations at SSFL.

8. Prior investigations have found elevated levels of chemical and radiological contaminants in SFFL Area IV including, but not limited to, the following: metals, chlorinated solvents, Plutonium 238, Uranium 235, Cesium 137, tritium and Strontium 90.

9. At this time, most active operations in SSFL Area IV have ceased, although Respondent has some active operations in Area IV.

10. To address the release or threatened release of a hazardous substance at SSFL, EPA is conducting certain response actions. The EPA response actions will include a Historical Site Assessment, Gamma scan of accessible areas, sampling of soil, groundwater and surface water and related activities. Combined, these investigatory actions constitute a radiological survey to determine the nature and extent of radiological contamination within and originating from historic activities at SSFL Area IV.

11. To perform the response actions described above, it will be necessary for EPA employees, agents, contractors, and other representatives of EPA to enter SSFL. The activities for which entry to SSFL is required include: activities related to preparing a Historical Site Assessment, preparing for and performing Gamma scans of accessible areas, sampling of soil, groundwater and surface water (and related activities), and conducting any other related activities deemed necessary by EPA.

12. EPA estimates that the duration of the required entry and access will be through December 23, 2011. During this time, EPA will also need Respondent, on an ongoing basis, to participate and cooperate with EPA (and as directed by EPA in accordance with the

Scope of Work in Attachment A) so that EPA can perform its work and perform it in a timely manner.

13. EPA is performing the investigatory work pursuant to its authority under CERCLA, as delegated to EPA by the President. EPA is performing this investigatory work at the request of the California Department of Toxics Substances Control (DTSC), and the Department of Energy (DOE) with funds provided by DOE under the American Recovery and Reinvestment Act of 2009 (Public Law 111-5). DTSC is the lead agency with the responsibility for determining whether cleanup actions are required at SSFL, selecting cleanup actions and overseeing the implementation of selected cleanup actions. DSTC is planning to use the results of EPA's investigation in making its determinations regarding the need for and type of cleanup that will be conducted at SSFL. In August 2007, Boeing, DOE and NASA entered into a Consent Order with DTSC for investigation and cleanup of chemical contamination at SSFL.

14. The response actions described in paragraphs 2 and Attachment A must be performed immediately because EPA and DTSC need the sampling results in order to define and understand the extent of radiological contamination at and originating from SSFL Area IV or the adjacent SSFL buffer zone areas. These sampling results are necessary in order to assess the need for, evaluate potential cleanup actions and select cleanup actions for the Site.

IV. CONCLUSIONS OF LAW AND DETERMINATIONS

15. SSFL is a "facility" within the meaning of Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

16. Respondent is a "person" within the meaning of Section 101(21) of CERCLA, 42

U.S.C. § 9601(21).

17. All of the substances listed in Paragraph 8 above are hazardous substances or pollutants or contaminants within the meaning of Sections 101(14) of CERCLA, 42 U.S.C. §§ 9601(14).

18. Based on the information provided in Paragraphs 7 and 8 of this Order, EPA has a reasonable basis to believe that there may be a release or threat of release of a hazardous substance or pollutant or contaminant, within the meaning of Sections 101(22) and 104(e)(1) of CERCLA, 42 U.S.C. §§ 9601(22) and 9604(e)(1), at SSFL.

19. The property owned or controlled by Respondent, referred to in Paragraph 4 above, are facilities:

a. from or to which a hazardous substance or pollutant or contaminant has been or may have been released; and

b. where such release is or may be threatened; and

c. where entry and access is needed to determine the need for response, to identify the appropriate response, or to effectuate a response action

within the meaning of Section 104(e)(3) of CERCLA, 42 U.S.C. § 9604(e)(3).

20. Entry and access to property owned or controlled by Respondent is needed by the EPA employees, agents, contractors, subcontractors or other representatives of the United States for the purposes of undertaking taking a response action, within the meaning of Section 104(e)(1) of CERCLA, 42 U.S.C. § 9604(e)(1).

21. Respondent, The Boeing Company, is an "owner" and/or "operator" of the Facility, as defined by Section 101(20) of CERCLA, 42 U.S.C. § 9601(20), and within the

meaning of Section 107(a)(1) of CERCLA, 42 U.S.C. § 9607(a)(1).

22. The actions required by this Order are necessary to protect the public health, welfare or the environment, are in the public interest, 42 U.S.C. § 9622(a), are consistent with CERCLA and the NCP, 42 U.S.C. §§ 9604(a)(1), 9622(a), and will expedite effective response action and minimize litigation, 42 U.S.C. § 9622(a).

23. EPA has determined that the Respondent is qualified to conduct the actions required of Respondent by this Order within the meaning of Section 104(a) of CERCLA, 42 U.S.C. § 9604(a), and will carry out such actions properly and promptly, in accordance with Sections 104(a) and 122(a) of CERCLA, 42 U.S.C. §§ 9604(a) and 9622(a), if Respondent complies with the terms of this Order.

V. ORDER

24. Based upon the foregoing Findings of Fact, Conclusions of Law and Determinations, Respondent is hereby ordered to provide EPA and its officers, employees, agents, contractors, subcontractors and other representatives, access at all reasonable times to its real property at SSFL (as set forth in Attachment A) for the purpose of conducting response activities, including but not limited to preparation of a historical site assessment, gamma scanning of accessible areas, conducting sampling, and conducting any other sampling-related activities deemed necessary by EPA. Respondent is also ordered to participate and cooperate with EPA's investigatory activities as set forth in the attached Statement of Work (Attachment A to this Order). EPA provided notice of the issuance of this Order to the California Department of Toxic Substances Control on February 25, 2010.

25. Consistent with the procedures and responsibilities set forth in this Order and Attachment A to this Order, Respondent shall not interfere with EPA's exercise of its access authorities pursuant to 42 U.S.C. § 9604(e) and 40 C.F.R. § 300.400(d), and shall not interfere with or otherwise limit any activity conducted by EPA pursuant to this Order, its officers, employees, agents, contractors, subcontractors, or other representatives. Any such interference shall be deemed a violation of this Order. EPA may issue a unilateral order to Respondent in the event Respondent's actions interfere with EPA response activities at SSFL or if Respondent denies access to EPA, its representatives, contractors or subcontractors.

26. Nothing herein limits or otherwise affects any right of entry held by the United States pursuant to applicable laws, regulations, permits, or decrees.

27. This Order shall apply to and be binding upon Respondent and its successors, heirs and assigns, and each and every agent of Respondent and upon all other persons and entities who are under the direct or indirect control of Respondent.

28. EPA's Project Coordinators shall have the authority lawfully vested in a Remedial Project Manager ("RPM") and On-Scene Coordinator ("OSC") by the NCP. In addition, EPA's Project Coordinators shall have the authority consistent with the NCP to take any necessary response action when s/he determines that conditions at the Site may present an immediate endangerment to public health or welfare or the environment. The absence of the EPA Project Coordinator from the area under study pursuant to this Order shall not be cause for the stoppage or delay by Respondent with respect to actions required of Respondent under this Order.

VI. DISPUTE RESOLUTION

29. Unless otherwise expressly provided for in this Order, the dispute resolution procedures of this Section shall be the exclusive mechanism for resolving disputes arising under this Order. The Parties shall attempt to resolve any disagreements concerning this Order expeditiously and informally.

30. If Respondent and EPA identify a disagreement regarding implementation of the attached Statement of Work, Respondent and EPA shall notify each other in writing of such disagreement within three Business days of such action, unless the objection(s) has/have been resolved informally. If Respondent objects to EPA's assessment of stipulated penalties as provided in Paragraphs 36-44 of this Order, Respondent shall notify EPA, in writing, of its objection within seven days after receiving EPA's notice of the assessment of stipulated penalties EPA and Respondent shall have seven days from receipt written objection(s) to resolve the dispute (the "Negotiation Period"). The Negotiation Period may be extended at the sole discretion of EPA. Such extension may be granted verbally but must be confirmed in writing.

31. Any agreement reached by the Parties pursuant to this Section shall be in writing and shall, upon signature by the Parties, be incorporated into and become an enforceable part of this Order. If the Parties are unable to reach an agreement within the Negotiation Period, an EPA management official at the Assistant Director level or higher will issue a written decision. However, Respondent may request to meet with the EPA management official before that official makes a decision on this dispute. EPA's decision shall be incorporated into and become an enforceable part of this Order. Respondent's obligations under this Order shall not be tolled by

submission of any objection for dispute resolution under this Section. Following resolution of the dispute, as provided by this Section, Respondent shall fulfill the requirement that was the subject of the dispute in accordance with the agreement reached or with EPA's decision, whichever occurs, and regardless of whether Respondent agrees with the decision.

VII. ENFORCEMENT

32. Compliance with this Order shall be enforceable pursuant to Section 104(e)(5) of CERCLA, 42 U.S.C. § 9604(e)(5). A court may impose a civil penalty on Respondent of up to $37,500 for each day that Respondent unreasonably fails to comply with this Order, as provided in Section 104(e)(5) of CERCLA, 42 U.S.C. § 9604(e)(5), and the Civil Monetary Penalty Inflation Adjustment Rule, 69 Fed. Reg. 7121, 40 C.F.R. Part 19.4. In addition, any person who is liable for a release or threat of release of a hazardous substance or pollutant or contaminant and who fails to comply with this Order may be liable for punitive damages in an amount up to three times the amount of any costs incurred by the United States as a result of such failure, as provided in Section 107(c)(3) of CERCLA, 42 U.S.C. § 9607(c)(3). Nothing herein shall preclude EPA from taking any additional enforcement actions, and/or other actions it may deem necessary for any purpose, including the prevention or abatement of a threat to the public health, welfare, or the environment arising from conditions at the Site, and recovery of the costs thereof.

33. Nothing in this Order constitutes a waiver, bar, release, satisfaction of or a defense to any cause of action which EPA has now or may have in the future against Respondent, or against any entity that is not a party to this Order.

34. Nothing in this Order shall affect in any manner the right of EPA to issue any

other orders to or take any other administrative or civil action against Respondent or any other parties under CERCLA that relate to the Site or any other site.

35. Nothing in this Order constitutes a decision on preauthorization of funds under Section 111(a)(2) of CERCLA, 42 U.S.C. § 9611(a)(2).

VIII. STIPULATED PENALTIES

36. Respondent shall be liable to EPA for stipulated penalties in the amounts set forth in Paragraphs 37 for failure to comply with any of the requirements of this Order specified below unless excused under Section IX (Force Majeure).

37. Stipulated Penalty Amounts - Work.

The following stipulated penalties shall accrue per day for any noncompliance identified with the provisions of Paragraphs 24-28 of this Order or Attachment A to this Order:

Penalty Per Violation Per Day	Period of Noncompliance
$ 100.00	1st through 14th day
$ 500.00	15th through 30th day
$2,500.00	31st day and beyond

38. All penalties shall begin to accrue on the day after the complete performance is due or the day a violation occurs, and shall continue to accrue through the final day of the correction of the noncompliance or completion of the activity. However, stipulated penalties shall not accrue with respect to a decision by the EPA management official designated in Paragraph 31 of Section VI (Dispute Resolution), during the period, if any, beginning on the 21st day

after the Negotiation Period begins until the date that the EPA management official issues a final decision regarding such dispute. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Order.

39. Following EPA's determination that Respondent has failed to comply with a requirement of this Order, EPA may give Respondent written notification of the same and describe the noncompliance. EPA may send Respondent a written demand for the payment of the penalties. However, penalties shall accrue as provided in the preceding Paragraph regardless of whether EPA has notified Respondent of a violation.

40. All penalties accruing under this Section shall be due and payable to EPA within 30 days of Respondent's receipt from EPA of a demand for payment of the penalties, unless Respondent invokes the dispute resolution procedures in Paragraphs 29 to 31. All payments to EPA under this Section shall be paid by certified or cashier's check(s) made payable to "EPA Hazardous Substances Superfund," shall be mailed to:

US Environmental Protection Agency
Superfund Payments
Cincinnati Finance Center
PO Box 979076
St. Louis, MO 63197-9000

and shall indicate that the payment is for stipulated penalties, and shall reference the EPA Region and Site/Spill ID Number 09QL, the EPA Docket Number 9-2010-05, and the name and address of the party making payment. Copies of check(s) paid pursuant to this Section, and any accompanying transmittal letter(s) shall be sent to EPA to:

John Lyons
Senior Counsel
Office of Regional Counsel
Mailcode ORC3
U.S. EPA Region 9
75 Hawthorne St.
San Francisco, CA 94105

41. The payment of penalties shall not alter in any way Respondent's obligation to complete performance of the Work required under this Order.

42. Penalties shall continue to accrue during any dispute resolution period, but need not be paid until 15 days after the dispute is resolved by agreement or by receipt of EPA's decision.

43. If Respondent fails to pay stipulated penalties when due, EPA may institute proceedings to collect the penalties, as well as Interest. Respondent shall pay Interest on the unpaid balance, which shall begin to accrue on the date of demand made pursuant to Paragraph 40.

44. Nothing in this Order shall be construed as prohibiting, altering, or in any way limiting the ability of EPA to seek any other remedies or sanctions available by virtue of Respondent's violation of this Order or of the statutes and regulations upon which it is based, including, but not limited to, penalties pursuant to Section 122(l) of CERCLA, 42 U.S.C. § 9622(l), and punitive damages pursuant to Section 107(c)(3) of CERCLA, 42 U.S.C. § 9607(c)(3). Notwithstanding any other provision of this Section, EPA may, in its unreviewable discretion, waive any portion of stipulated penalties that have accrued pursuant to this Order.

IX. FORCE MAJEURE

45. Respondent agrees to perform all requirements of this Order within the time limits established under this Order, unless the performance is delayed by a *force majeure*. For purposes of this Order, *force majeure* is defined as any event arising from causes beyond the control of Respondent or of any entity controlled by Respondent, including but not limited to its contractors and subcontractors, which delays or prevents performance of any obligation under this Order despite Respondent's best efforts to fulfill the obligation. *Force majeure* does not include financial inability to complete the activity or increased cost of performance of any action required under this Order.

46. If any event occurs or has occurred that may delay the performance of any obligation under this Order, whether or not caused by a *force majeure* event, Respondent shall notify EPA orally within three Business days of when Respondent first knew that the event might cause a delay. Within three Business days thereafter, Respondent shall provide to EPA in writing an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; Respondent's rational for attributing such delay to a *force majeure* event if it intends to assert such a claim; and a statement as to whether, in the opinion of Respondent, such event may cause or contribute to an endangerment to public health, welfare or the environment. Failure to comply with the above requirements shall preclude Respondent from asserting any claim of *force majeure* for that event for the period of time of such failure to comply and for any additional delay caused by such failure.

47. If EPA agrees that the delay or anticipated delay is attributable to *a force majeure* event, the time for performance of the obligations under this Order that are affected by the *force majeure* event will be extended by EPA for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the *force majeure* event shall not, of itself, extend the time for performance of any other obligation. If EPA does not agree that the delay or anticipated delay has been or will be caused by a *force majeure* event, EPA will notify Respondent in writing of its decision. Respondent may invoke dispute resolution, under Article VI of this Order, if it disagrees with EPA's decision. If EPA agrees that the delay is attributable to a *force majeure* event, EPA will notify Respondent in writing of the length of the extension, if any, for performance of the obligations affected by the *force majeure* event.

X. EFFECTIVE DATE; COMPUTATION OF TIME

48. Because of the immediate need to conduct the activities described above, this Order shall be effective on the day it is signed by the EPA Assistant Director. EPA will provide an electronic copy of this fully executed Order to Boeing on the day it is signed by EPA.

49. For purposes of this Order, the term "day" shall mean a calendar day unless expressly stated to be a business day. A "Business day" shall mean a day other than a Saturday, Sunday, or federal legal holiday. When computing any period of time under this Order, if the last day would fall on a Saturday, Sunday, or federal legal holiday, the period shall run until the next business day.

50. This Order may be amended by mutual agreement of EPA and Respondent.

Amendments shall be in writing and shall be effective when signed by EPA. EPA Project Managers do not have the authority to sign amendments to the Order. However, the attached Statement of Work (Attachment A to this Order) may be modified in writing by mutual agreement of the Boeing Project Manager and EPA's Project Manager, Craig Cooper. Upon written notice to Respondent, EPA may change the EPA Project Manager identified in this Paragraph and Paragraph 52.

51. No informal advice, guidance, suggestion, or comment by the EPA Project Manager or other EPA representatives regarding reports, plans, specifications, schedules, or any other writing submitted by Respondent shall relieve Respondent of its obligation to obtain any formal approval required by this Order, or to comply with all requirements of this Order, unless it is formally modified.

XI. TERMINATION

52. This Order shall remain in effect until EPA Remedial Project Manager, Craig Cooper, or his designee notifies Respondent in writing that access to the Property is no longer needed. EPA anticipates that termination of this Order will occur on or before December 24, 2011. The term of this Order may be extended for an additional six months to June 24, 2012 if the Parties to this Order confirm the extension of the term in writing prior to December 24, 2011.

53. The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Order and to execute and legally bind Respondent to this Order.

Agreed this 12th day of March 2010.

For Respondent Thomas D. Gallacher on behalf of The Boeing Company

By Thomas D. Gallacher

Title Director, South Susong Field Lab

SO ORDERED.

Date: March 12th

Michael Montgomery
Assistant Director
Federal Facilities and Site Cleanup Branch

Attachment A to EPA Administrative Order on Consent No. 09-2010-05
March 2010
Santa Susana Field Lab
EPA Area IV Radiological Study

Background

Pursuant to H.R. 2764, the U.S Environmental Protection Agency (EPA) will conduct a radiological study (hereinafter referred to as "the EPA Work") of residual radiological contamination associated with spills and releases associated with the former Department of Energy (DOE) facility known as the Energy Technology Engineering Center (ETEC) that operated at the Santa Susana Field Laboratory (SSFL) located in eastern Ventura County, California. The EPA Work is being funded by the DOE and study area boundaries consist of SSFL administrative Area IV and the northern undeveloped land (see attached, Figure 1).

Access to Conduct the EPA Work

The EPA Work consists of the following phases:

- Historical Site Assessment
- Gamma scan of all accessible areas within the study area boundaries
- Sampling and testing of surface soil, subsurface soil (including a subsurface geophysical investigation) groundwater, and surface water within and outside the study area boundaries.

Boeing will provide EPA staff, staff of EPA's prime contractor (HydroGeoLogic Inc. or HGL) and other EPA contractors and HGL's subcontractors access to Santa Susana so that the EPA Work can be performed.

EPA representatives and EPA contractors who have Boeing non-employee badges, including certain representatives from HGL and The Palladino Company, will have access to and within Area IV and the northern undeveloped land without needing a Boeing escort, provided such persons have completed the site Safety Orientation Briefing. EPA representatives and certain representatives of HGL and the Palladino Company may escort subcontractors to the jobsite provided they have executed Boeing's Non-Employee Escort Agreement ("Escort Contractors"). EPA intends to keep the number of personnel needing escort privileges to a minimum number necessary to achieve EPA Work objectives. All other contractors and subcontractors must be escorted at all times by a representative of either EPA or an Escort Contractor. Likely contractors or subcontractors include companies to cut and manage vegetation cuttings, drilling, natural and cultural resource monitors, animal handlers, waste disposal contractor, fencing, parcel couriers, radiological experts, and other technical assistance. Boeing and EPA will work cooperatively to prevent interference with EPA, HGL, and their respective contractors' and subcontractors' performance of the EPA Work, and Boeing's use of and ongoing activities on its property, including without limitation

ongoing business activities, closure activities, and remediation work. EPA, HGL and their respective contractors and subcontractors are responsible for protecting their property from theft, loss, casualty or damage.

EPA will need to meet and work on-site with other local, state and federal regulators during the course of performing the EPA Work. Subject to the Security and Health and Safety requirements outlined in this scope of work, Boeing will provide access to any representative of a local, state or federal regulator that requires access, as identified by EPA, to SSFL for a purpose related to the EPA Work including without limitation: California Fish and Game, Department of the Interior, the California Regional Water Quality Control Board and Ventura County.

Unless otherwise cleared with the Boeing Project Manager in advance, EPA, HGL, and their respective contractors and subcontractors will not: 1) access the interior of any buildings on Boeing property, including in Area IV or the northern undeveloped lands; or 2) access the fenced area comprising the Radioactive Materials Handling Facility. If EPA requires access to portions of Boeing property outside of Area IV or the northern undeveloped land for the EPA Work, EPA will coordinate with Boeing regarding such work in advance of performing that work.

Boeing Security Requirements

All persons working at the site must be at least eighteen years of age.

All personnel, including without limitation, visitors, contractors and subcontractors who are U.S. Persons and are not in possession of a "Boeing Non-Employee Badge," will provide 48-hours advance notice to the extent possible, via e-mail to Boeing Santa Susana personnel (mail to: joyce.a.kucinskas@boeing.com).

When providing notice, EPA should include the person's name, their affiliation, their citizenship status, the purpose of the visit and intended route/sites. At the time of entry, the person must have a picture identification issued by a government agency, such as a driver's license, passport or other identification.

Certain assets at SSFL are regulated by the International Traffic and Arms Regulations (ITAR), which controls any access to certain technical data, including without limitation pictures, drawings, videos, or sketches. In order to admit a non-US person onto the site, Boeing's procedures require 96 hours advance notice, to the extent possible, along with a copy of approved documentation such as a passport, green card, etc.

Access to the site is controlled through a gate with Security presence. All members of the public who are not EPA representatives or EPA or HGL contractors or subcontractors must be accompanied by a Boeing representative while on Boeing Property unless the Boeing Project Manager agrees in writing that Boeing accompaniment is not required.

Schedule

Site access is controlled; therefore, work will be scheduled during Boeing's normal business hours, 6:00 am to 5:30 pm Monday through Friday. Overtime, weekend, and holiday work must be confirmed by the Boeing Project Manager prior to scheduling such work to ensure that a Boeing representative can be onsite. Boeing will provide access to Area IV and the northern undeveloped land, including groundwater monitoring wells, to EPA staff, EPA contractors, EPA subcontractors, and, subject to Boeing's security and escort requirements, certain members of the general public (identified by EPA) as provided in this SOW beginning on March 15, 2010 through December 23, 2011. If performance of the EPA Work requires access on the weekends or during other hours during the week, the Boeing Project Manager will work cooperatively with the EPA Project Managers to accommodate EPA's request. Should Boeing and EPA be unable to reach agreement on after-hours access to SSFL that is specifically requested by EPA, either party may invoke the dispute resolution procedures contained in Paragraphs 29-31of the Administrative Order on Consent (EPA Region 9 CERCLA Docket No. 09-2010-05).

The current schedule for EPA's onsite activities commences with EPA's initial mobilization to SSFL on February 15, 2010 for preparation of the EPA field office, equipment storage and waste storage area. Gamma scanning work is anticipated to commence no sooner than March 15, 2010 and is expected to be completed by April 30, 2011. EPA's onsite environmental testing is anticipated to commence by May 1, 2010 and is expected to be completed by August 31, 2011. Upon completion of the EPA Work, EPA, HGL and their respective contractors and subcontractors will vacate the property, having first removed all debris associated with the EPA Work from the property and leaving the property in similar condition to that which it was in at the commencement of their use thereof, normal wear and tear excepted. EPA will not be expected to replace vegetation impacted or removed as part of the EPA Work.

Work Planning and Coordination

Project Managers. Boeing has identified the name and contact information for a project manager (the "Boeing Project Manager") and alternate Boeing Project Manager who will be responsible with Boeing's overall responsibilities under this SOW. Boeing has identified Phil Rutherford as the Boeing Project Manager and Joyce Kucinskas as the alternate Boeing Project Manager. EPA's project managers are as follows:

EPA Project Manager	*Telephone Number*
Mary Aycock	(415) 972-3289 or (415) 271-1253(cell)
Nicole Moutoux	(415) 972-3012

Craig Cooper	(415) 947-4148
Gregg Dempsey	(702) 784-8232 or (702) 494-7040(cell)

EPA's onsite representative is Mary Aycock and EPA's alternate onsite representative is Roger Shura.

Boeing Points of Contact. Boeing has identified and provided in writing to the EPA Project Managers Boeing points of contact (POCs) (including the POC's name, telephone number, cell phone number, and email address) and alternate POCs in the following areas:

- Access to SSFL including through the front gate and other SSFL gates,
- Boeing badging process (both temporary day badges and longer-term Non-Boeing employee badges);
- SSFL facility operations (e.g., overall knowledge of Santa Susana facility structures (buildings, fences, roads), utilities, utility lines, access to water and power in EPA Study Area;
- Access to locked gates/fences, etc.;
- EPA work planning, scheduling and coordination with other activities at Santa Susana;
- Emergency medical response;
- Fire prevention planning;
- Fire prevention response;
- Spill prevention planning;
- Spill prevention response;
- Subsurface utilities locator/advisor;
- Health and Safety Orientation and related issues;
- Boeing environmental permits and compliance issues;
- Radio communications;
- Camera permits;
- Natural and cultural resources coordination;
- Groundwater monitoring wells; and
- Other topics as may be identified by EPA during the course of the EPA Work.

The Boeing and EPA Project Managers will each make best efforts to inform the other of any changes to the names or contact information for a Boeing or EPA POC.

Monthly Project Managers Meetings. Beginning in March 2010, Boeing's Project Manager will meet with one or more EPA Project Managers on a monthly basis to discuss the upcoming activities that EPA plans to conduct in the next thirty days. Other EPA, Boeing, Department of Energy (DOE) and California Department of Toxic Substance Control (DTSC) technical staff and contractors may be invited to this meeting. The schedule and location of these monthly meetings will be decided by Boeing and EPA project managers at the March meeting. These meetings may be conducted via conference call if necessary. The purpose of the monthly meetings include identification

and discussion of all EPA staff, contractors and subcontractors that will be on-site (i.e. within the SSFL boundaries), type and locations of EPA Work planned onsite, discussion of any permitting or regulatory requirements that may impact either EPA or Boeing, any Boeing requests to observe or take split samples of EPA samples (although Boeing reserves the right to observe sampling at any time), identification of additional persons who may require access to the site during this period, site health and safety orientation schedules, availability of Boeing POCs during this period, need for issuance of Boeing badges, discussion of any unique hazards that are or may be present in areas of the site where EPA Work may be conducted during the period and any other issues identified by EPA or Boeing. A meeting summary and action items with deadlines will be issued by EPA via email within 48 hours of each monthly meeting for review and comment.

Weekly Work Coordination Meetings. Starting the week of March 8 and weekly thereafter, every Friday or Monday morning, the Boeing Project Manager and EPA Project Managers and/or EPA's Onsite Representative(s) will discuss and coordinate the logistics concerning the EPA Work for the upcoming week, including any changes to the information discussed in the monthly meeting or any new issues that have been identified. Other EPA, Boeing, Department of Energy (DOE) and California Department of Toxic Substance Control (DTSC) technical staff and contractors may be invited to this meeting. A meeting summary and action items with deadlines will be issued by EPA via email within 24 hours of each Weekly Meeting for review and comment. Understandings reached between Boeing and EPA in these discussions will be documented in writing. A weekly meeting may be cancelled with the consent of both Boeing and EPA.

Boeing will also cooperate with EPA to provide, upon request from an EPA Project Manager or the EPA on-site representative, additional support for the EPA Work, including without limitation:

- providing access to water (e.g. spigots, water hydrants);
- providing GPS coordinates of the boundaries of the Santa Susana facility, the boundaries of the EPA Study Area, or other geographic boundaries within the site;
- enabling EPA to install "daisy chain" locks on gates into the northern undeveloped land and into Area IV;
- assistance facilitating and expediting entry of EPA, contractors and subcontractors in and out of the Santa Susana front gate;
- providing information on all hazards or obstructions known to Boeing in EPA work areas; and
- approval of camera permits, as necessary, for persons identified by EPA.

With respect to camera permits, EPA intends to keep the number of camera permits to a minimum necessary to achieve EPA Work objectives. EPA will be permitted to take all photographs in Area IV and the northern undeveloped land as necessary to support the EPA Work. However, if such photographs include any Boeing employees or include subjects outside of Area IV or the northern undeveloped land, EPA will consult with and obtain Boeing approval before making them publicly available or otherwise available to a non-US person.

Health and Safety

EPA and its contractor HGL will be responsible for requiring safe work practices of EPA employees, HGL employees, any other EPA contractors, and subcontractors performing the EPA Work at SSFL, including compliance with all appropriate and applicable regulatory requirements.

All EPA, HGL, and their respective contractor and subcontractor staff that will engage in the EPA Work will be provided the appropriate Santa Susana badge and site safety orientation. For all other persons, EPA or Escort Contractors who have received the Boeing Safety Orientation may provide a safety orientation to subcontractors or other third parties if Boeing staff is unavailable. EPA will provide Boeing with a Health and Safety Plan(s) (HASP) for EPA's workers, prime contractors, subcontractors, and members of the general public who visit/observe EPA Work. EPA will provide the HASP or HASPs to Boeing along with any additional contingency or emergency plan document prepared by EPA or its prime contractor for the EPA Work.

Environmental and Cultural

EPA, HGL, and their respective contractors and subcontractors will be responsible for compliance with any appropriate and applicable legal requirements related to the EPA Work as determined by EPA. EPA has consulted and will continue to consult with federal, local and state representatives, as well as Boeing representatives, on these matters. Boeing and EPA will coordinate so that the work does not cause non-compliance with any regulatory or permit requirements applicable to Boeing. EPA will cooperate with federal, state, and local government representatives, to address any potential compliance issues.

EPA, HGL, and their respective contractors and subcontractors shall take precautions in connection with the EPA Work hereunder including without limitation locating underground utilities prior to commencement of any drilling and, during adverse weather conditions, preventing its operations from becoming a significant source of surface water contamination. The EPA Work shall be performed in a reasonable manner designed to prevent disruption in or interference with any utility service for the Boeing property, as applicable. EPA, HGL and their respective contractors and subcontractors shall promptly repair or have repaired any damage to Boeing owned buildings and infrastructure (e.g., roads, utilities, and/or structures/systems).

Releases
EPA, HGL, and their respective contractors and subcontractors should not release onto the property or any neighboring property or into the air, surface water, soil, or groundwater any hazardous materials. If a release occurs, EPA, HGL, and their respective contractors and subcontractors, as applicable, will take responsibility for responding, containing, and cleaning the spill along with providing notification to

appropriate regulatory agencies. EPA will orally notify the Boeing Spill Prevention and Response POC of any spill or release of hazardous materials as soon as possible, followed by written email notification that will include all of the following information: 1) date, time and location of the spill or release, 2) material spilled or released, 3) estimate of the amount of spill or release, 4) a general description of the incident leading to the spill or release, 5) a description of any corrective actions taken, and 6) identification of any notifications made concerning the spill or release.

Waste Management
EPA, HGL, and their respective contractors and subcontractors shall be responsible for managing and disposing, in accordance with appropriate and applicable federal, state and local laws and regulations, any process water or waste water, soils or groundwater extracted, removed or generated during the performance of the EPA Work. EPA shall list itself as the generator of waste on both the waste manifest and any waste profile for use by the disposal facility for any waste materials generated at or removed from the Boeing property as a result of the EPA Work. Parties performing the EPA Work should not discharge process waters resulting from ongoing field operations to the ground. Any waste water generated must be collected and disposed of onsite at a location approved by the Boeing Project Manager or disposed of offsite at a location determined by EPA.

Environmental Permits
The EPA has begun and will continue to coordinate with appropriate and applicable regulatory agencies concerning the EPA Work. EPA's Project Managers will keep the Boeing Project Manager informed of EPA's discussions and coordination efforts with other regulatory agencies as part of the Weekly Work Coordination Meetings and will copy the Boeing Project Manager on associated correspondence with regulatory agencies.

Working During Rainy Season
EPA shall refrain from field work in Boeing NPDES surface water exclusion zones, identified by the Boeing Project Manager, during the rainy season, which is interpreted to be from October 1st through March 30th each year. However, the Boeing Project Manager and EPA Project Manager may mutually agree to limited field activities within the designated NPDES surface water exclusion zones on a location-by-location basis upon advance review and consultation.

Hazardous Materials Storage
EPA, HGL, and their respective contractors and subcontractors will inventory, store, and report as required to appropriate and applicable local regulatory agencies any hazardous material used on the facility. A list of all hazardous material brought onsite and used (including radioactive calibration sources) shall also be provided to Boeing in advance of bringing such material onsite. All hazardous materials brought onsite by EPA representatives shall be removed from the site within 60 days of completion of the EPA Work.

Biological Considerations
The EPA will coordinate and consult with appropriate and applicable federal and state agencies on potential biological impacts related to EPA's field activities. EPA will provide Boeing with an opportunity to review and comment on potential avoidance, minimization, or mitigation measures proposed by the EPA as a result of consultation with the involved regulatory agencies. EPA will be responsible for avoidance, minimization, or mitigation measures and subsequent follow-up mitigation monitoring reports that may be required by any Biological Opinion rendered by the U.S. Fish and Wildlife Service (USFWS) associated with the EPA Work. All plant cuttings resulting from vegetation removal efforts will be managed according to EPA's workplans that involve plant cuttings and the USFWS Biological Opinion associated with the EPA Work.

Cultural Considerations
EPA will provide Boeing with advance notice of and seek Boeing review and comment on any agreements or arrangements with any non-federally recognized Native American groups prior to conducting additional surveys or using Native American monitors as part of EPA Work. EPA, HGL, and their respective contractors and subcontractors will not release the location of any areas known or thought to be culturally significant to any outside group that does not have legal standing to obtain such information. EPA will notify the Boeing Cultural Resources POC of any cultural artifacts located as part of the EPA Work and agrees not to remove such artifacts.

Use of Pack Animals
EPA, HGL and their respective contractors and subcontractors, as appropriate, shall be responsible for the safe keeping and care of any pack animals (e.g., mules and horses) used while onsite. Stalls will be appropriately managed and any manure deposited on the ground either in the field or as a result of stabling shall be collected and disposed of offsite. Due to the possible impacts on the site NPDES permit, wash water from any stall cleaning must be contained and prevented from entering a Santa Susana storm drain system.

Movement of poisonous snakes

Various poisonous snakes exist on the site. EPA and its contractors and subcontractors will train and equip their staff on removal of snakes from the work area, and in as much as possible, not harm them. Snakes may be relocated out of the work area when necessary.

Site Entrance/Egress

EPA, HGL, and their respective contractors and subcontractors will enter and exit from the SSFL Main Gate at the beginning and end of the work day. However, other roads and site gates that lead to/from site may be used on a periodic basis, with advance EPA notice to the Boeing Project Manager, to facilitate the EPA Work. Because EPA study area boundaries consist of all land within Area IV and northern undeveloped land and because

EPA onsite field office will be located outside Area IV and the northern undeveloped land, Boeing will allow EPA, HGL, and their respective contractors and subcontractors to cross through Areas I, II, and III on primary paved roads. Boeing will also allow EPA to use and improve a dirt road that connects EPA's onsite field office in Area II with Area IV by crossing a section of Area III. EPA's methodology for improvements (e.g., placement of gravel) to this road will be communicated to Boeing via our Weekly Work Coordination Meetings.

While conducting EPA Work on-site (other than solely working at the EPA field office), one member of the EPA team will have a two-way radio (or similar) in order to communicate with Boeing facility personnel or SSFL site security if needed.

Access by Other Persons

Boeing will allow members of the public identified by EPA Project Managers access to the Area IV and the northern undeveloped land, provided a Boeing representative is present. If requested by EPA, the Boeing representative will travel in a separate vehicle and maintain an appropriate distance in order provide EPA and its guests privacy. EPA will provide the name of each person of the general public coming onsite to the Boeing Project Manager. Boeing and EPA team members will maintain visual contact of pubic visitors at all times while within SSFL boundaries, except that EPA will have the ability to meet with visitors in private and without a Boeing representative present at EPA's onsite field office.

EPA will provide a safety orientation to members of the public. Boeing may elect to provide a site safety orientation if it can be provided expeditiously upon the arrival of the public visitors. EPA understands that Boeing may decide to require that all public visitors must execute a waiver and release of liability prior to touring Boeing property. Boeing shall provide EPA with a copy of any waiver and release form that Boeing plans to use in advance of asking members of the public to sign such form.

For emergency response reasons, EPA will keep an updated daily log of all individuals who enter and exit SSFL associated with the EPA Work. EPA will provide a daily log for the past week at the Weekly Meetings.

Groundwater Monitoring Wells

Boeing will provide EPA, EPA contractors, and EPA subcontractors access to all groundwater monitoring wells and associated pumps/facilities (including electricity to run such facilities) owned by Boeing located within or outside SSFL and allow EPA to take samples from such wells and/or take split samples during Boeing well sampling events. An EPA Project Manager and the Boeing POC for groundwater wells will cooperate and coordinate EPA access to Boeing's wells, including coordinating EPA groundwater sampling events with Boeing's scheduled sampling events to the extent practicable. In the event that EPA takes split samples during a Boeing well sampling event, Boeing is responsible for the investigation derived waste associated with this

sampling activity. However, should EPA conduct its own groundwater sampling event, EPA will be responsible for the investigation derived waste associated with that sampling activity. Boeing will identify any known unique hazards that are or may be present in water to be extracted from any well owned by Boeing.

Property Condition

Boeing makes no warranty of any kind to EPA, EPA contractors or EPA subcontractors concerning the real property owned by Boeing at SSFL, its condition, or fitness for the EPA Work. EPA and its contractors, subcontractors and representatives will access the real property owned by Boeing at SSFL in its "as-is" condition.

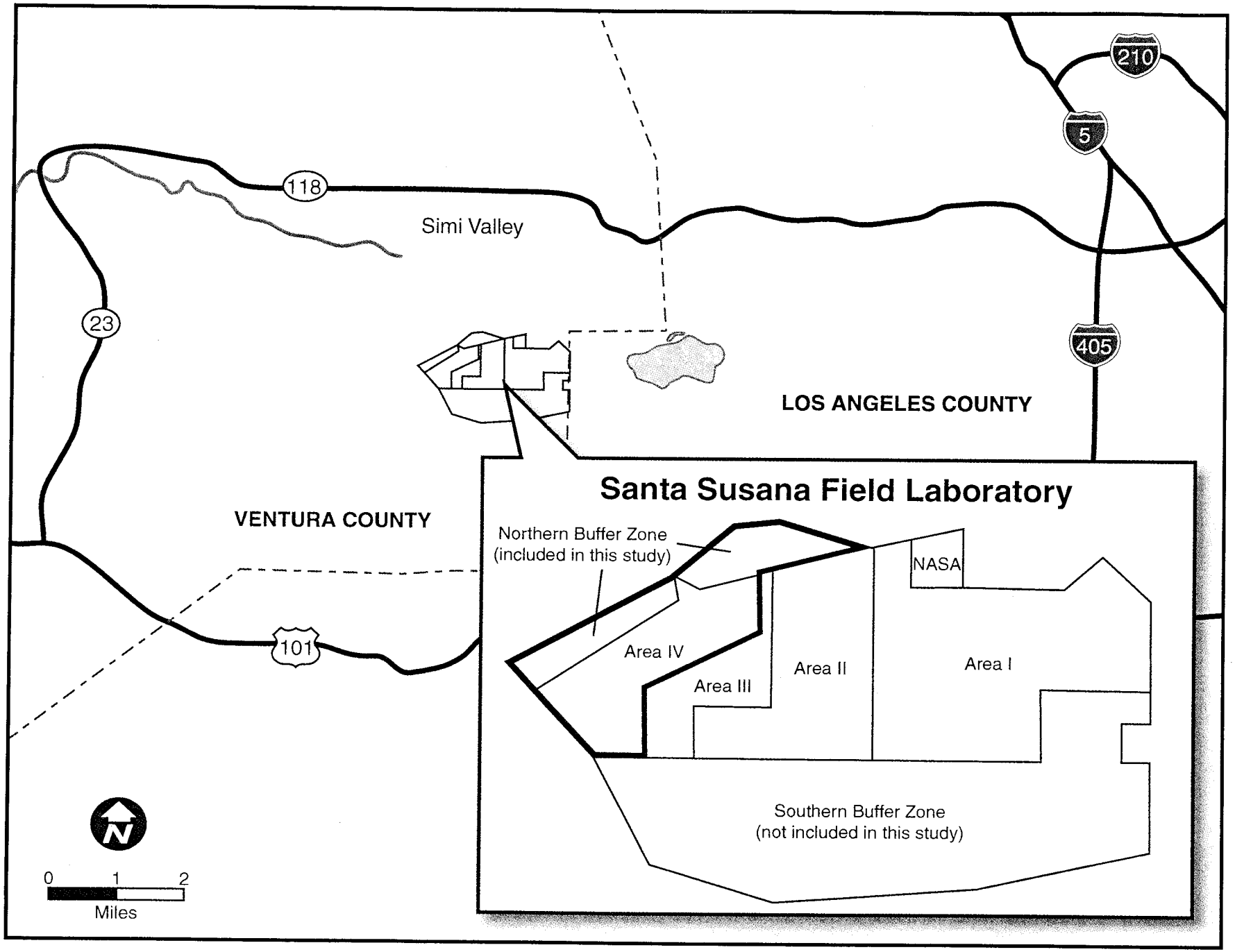

Figure 1: Santa Susana Field Laboratory, Study Area Boundary for EPA's Radiological Study