



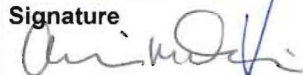
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Effective Date: 4/29/2009	Next Review Date: 4/29/2014	

Environmental Programs Waste & Environmental Services

Standard Operating Procedure

for **OBTAINING ACCESS AGREEMENTS FOR NON-DOE OWNED PROPERTY**

APPROVAL SIGNATURES:

Subject Matter Expert: P. Dwain Farley	Organization WES-RS	Signature 	Date 4/29/09
Responsible Line Manager: Alison M. Dorries	Organization WES-DO	Signature 	Date 4/29/09

Title: Obtaining Access Agreements for Non-DOE Owned Property	No.: SOP-5241	Page 2 of 20
	Revision: 0	Effective Date: 4-29-09

1.0 PURPOSE AND SCOPE

This procedure states the responsibilities and describes the process for obtaining a property access agreement between the Department of Energy Los Alamos Site Office, (DOE LASO), the Los Alamos National Laboratory (LANL) as Los Alamos National Security, LLC (LANS), and a non-DOE property owner.

2.0 BACKGROUND AND PRECAUTIONS

2.1 Background

When a non-DOE property owner or homeowner association property contains or is located near a DOE or DOE subcontractor worksite and requires access for DOE-related work, it is necessary for the DOE and LANL to enter into a formal, legal access agreement with the property owner before work may be performed. Access agreements may be routinely established on an annual on-going basis (for example, as with Los Alamos County or San Ildefonso Pueblo) or on an as-needed, one-time basis (for example, with a homeowner from who's property environmental characterization samples will be collected).

2.2 Precautions

Work activities may also involve personnel from DOE and regulatory personnel from the US Environmental Protection Agency (EPA) and the State of New Mexico who also may need access to non-DOE-owned property. However, only DOE, LANL, and their representatives, are covered by the access agreement unless exceptions are specifically listed therein.

3.0 EQUIPMENT AND TOOLS

None

4.0 STEP-BY-STEP PROCESS DESCRIPTION

The following personnel are responsible for activities identified in this procedure.

- Work Activity Manager or Project Lead
 - Legal Counsel Staff
 - Administrative Office Staff
 - Public Involvement/Outreach Staff
 - Records Management Staff
-

4.1 Identify the Need for an Access Agreement

Work Activity Manager / Project Lead

1. The responsible **Work Activity Manager or Project Lead** will:
 - o identify when work activity requires attaining an access agreement
 - o notify other affected and potential support staff of this need
 - o identify resources and obtain necessary support commitments for the scope of the access agreement activity to be performed (several access agreements will require greater support)

Note: It is recommended that notification to, and identification of, a committed team to produce the needed access agreement(s) take place minimally 60 days ahead of the scheduled work activity, as the process for obtaining fully approved access agreements can take several weeks.

4.2 Draft and Complete the Access Agreement

Work Activity Manager / Project Lead

Or assigned individual

1. The responsible **Work Activity Manager or Project Lead** will or will assign another person to:
 - o identify the affected property owner(s)
 - o contact the property owner(s) and obtain, at a minimum, current contact information including:
 - o Full, complete name(s) for the legal property owner(s)
 - o Phone number(s), E-mail address
 - o Mailing address

Public Involvement/Outreach Staff may assist with or perform this activity.

Work Activity Manager / Project Lead

Or assigned individual

2. The responsible **Work Activity Manager or Project Lead** will prepare or assign preparation of a draft access agreement from the standard template for an agreement and a draft of the text for the access-agreement transmittal letter (Attachment 1).

Work Activity Manager / Project Lead

Or assigned individual

3. If the activities to be conducted at the property include sampling or surveying, the **Work Activity Manager or Project Lead** must develop a property-specific survey and sampling plan for each property owner or homeowner association. An example of a standard survey and sampling plan is included in Attachment 1.

Work Activity
Manager /
Project Lead

Or assigned
individual

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4. If the activities to be conducted at the property are other than surveying or sampling (e.g., conducting excavation and/or remediation action), the **Work Activity Manager or Project Lead** must develop an activity-specific work plan that addresses the scope of the activities to be performed. This plan shall also be provided to the property owner.
- Note:** In some instances, it may be appropriate to attach a summary of the work plan to the access agreement in lieu of attaching the work plan itself, as determined by the **Work Activity Manager or Project Lead** and other support staff.
-

Work Activity
Manager /
Project Lead

Or assigned
individual

And Legal
Counsel
Staff

5. The responsible **Work Activity Manager or Project Lead** or a designated support staff member prepares all required elements of the access agreement and submits the package to the LANL Legal Counsel Staff for legal review and approval.
-

Work Activity
Manager /
Project Lead

Or assigned
individual

And
Administrative
Staff

6. The responsible **Work Activity Manager or Project Lead** or a designated support staff member submits the draft text of the access-agreement transmittal letter to administrative office staff for formatting in the correct letter template.
- Note:** Be sure to inform the administrative office staff that two (2) original copies of the transmittal letter are required for the signature process.
-

Work Activity
Manager /
Project Lead

Or assigned
individual

7. Upon completion of the LANL Legal Counsel review, the responsible **Work Activity Manager or Project Lead** or a designated support staff member will submit the two copies of both the access agreement and its transmittal letter to the identified LANL management, the DOE management, and the property owner (access agreement only) for review and signature approval. All signatories must sign two original copies of the access agreement.
- Note:** LANL and DOE management may delegate signature authority for these agreements.
-

Work Activity
Manager /
Project Lead

Or assigned
individual

8. When all parties have signed the access agreement, the responsible **Work Activity Manager or Project Lead** or a designated support staff member will ensure that one of the signed original access agreements and its transmittal letter are submitted to the official records management entity for the work organization or project.
-

Work Activity
Manager /
Project Lead

Or assigned
individual

Or Public
Involvement
Staff

9. The responsible **Work Activity Manager or Project Lead** or a designated support staff member will hand-deliver or mail the second of the signed *original* copies of the access agreement and its transmittal letter to the property owner. Public Involvement/Outreach Staff may assist with or perform this activity.

Note: There may be occasions when it is more appropriate that the agreement be sent by registered mail. It is recommended that a property owner be contacted before an access agreement is mailed.

Work Activity
Manager /
Project Lead

Or assigned
individual

And
Administrative
Office Staff

10. The responsible **Work Activity Manager or Project Lead** or a designated support staff member will distribute *photocopies* of the signed access agreement to those individuals identified to be CC:'ed in the letter distribution list. Administrative office staff may perform or assist with this activity.

4.3 Negotiating and Modifying the Access Agreement

Work Activity
Manager /
Project Lead

Or assigned
individual

1. The **Work Activity Manager or Project Lead** will interface with the property owner to resolve questions and negotiate changes to the access agreement with all involved parties.

Work Activity
Manager /
Project Lead

Or assigned
individual

2. If substantive revisions need to be made to the access agreement, the **Work Activity Manager or Project Lead** must submit the proposed changes to the access agreement to the DOE area manager and Laboratory Counsel to obtain their concurrence.

Work Activity
Manager /
Project Lead

Or assigned
individual

And
Administrative
Office Staff

3. The **Work Activity Manager or Project Lead** will ensure that the modified access agreement is presented to the property owner for signature approval only after it has been approved and signed by the LANL and DOE management. Should subsequent modifications become necessary during the effective life of the Access Agreement, they shall be subject to the same approval and record-keeping process as the original agreement. Public Involvement/Outreach Staff may assist with or perform this activity.

4.4 Disposition of Copies of the Signed, Altered or Modified Access Agreement

Work Activity Manager or Project Lead 1. The **Work Activity Manager or Project Lead** or a designated support staff member must ensure one of the two completed, signed *original* copies of the access agreement and its transmittal letter are submitted to the to the official records management entity for the work organization or project.

Work Activity Manager / Project Lead Or assigned individual Or Public Involvement Staff 2. The **Work Activity Manager or Project Lead** or a designated support staff member will also provide the property owner with the other completed, signed *original* copy of the access agreement for their files. Public Involvement/Outreach Staff may assist with or perform this activity.
Note: There may be occasions when it is more appropriate that the agreement be sent by registered mail. It is recommended that a property owner be contacted before an access agreement is mailed.

Work Activity Manager / Project Lead Or assigned individual And Administrative Office Staff 3. The **Work Activity Manager or Project Lead** or a designated support staff member will distribute *photocopies* of the signed agreement to the parties specified in Section 4.2 step 6 of this procedure. Administrative office staff may perform or assist with this activity.

4.5 Records Management

Access agreements are part of the official work activity or project record. The **Work Activity Manager or Project Lead** is responsible for ensuring that the following records are submitted to the official records management entity for the work organization or project:

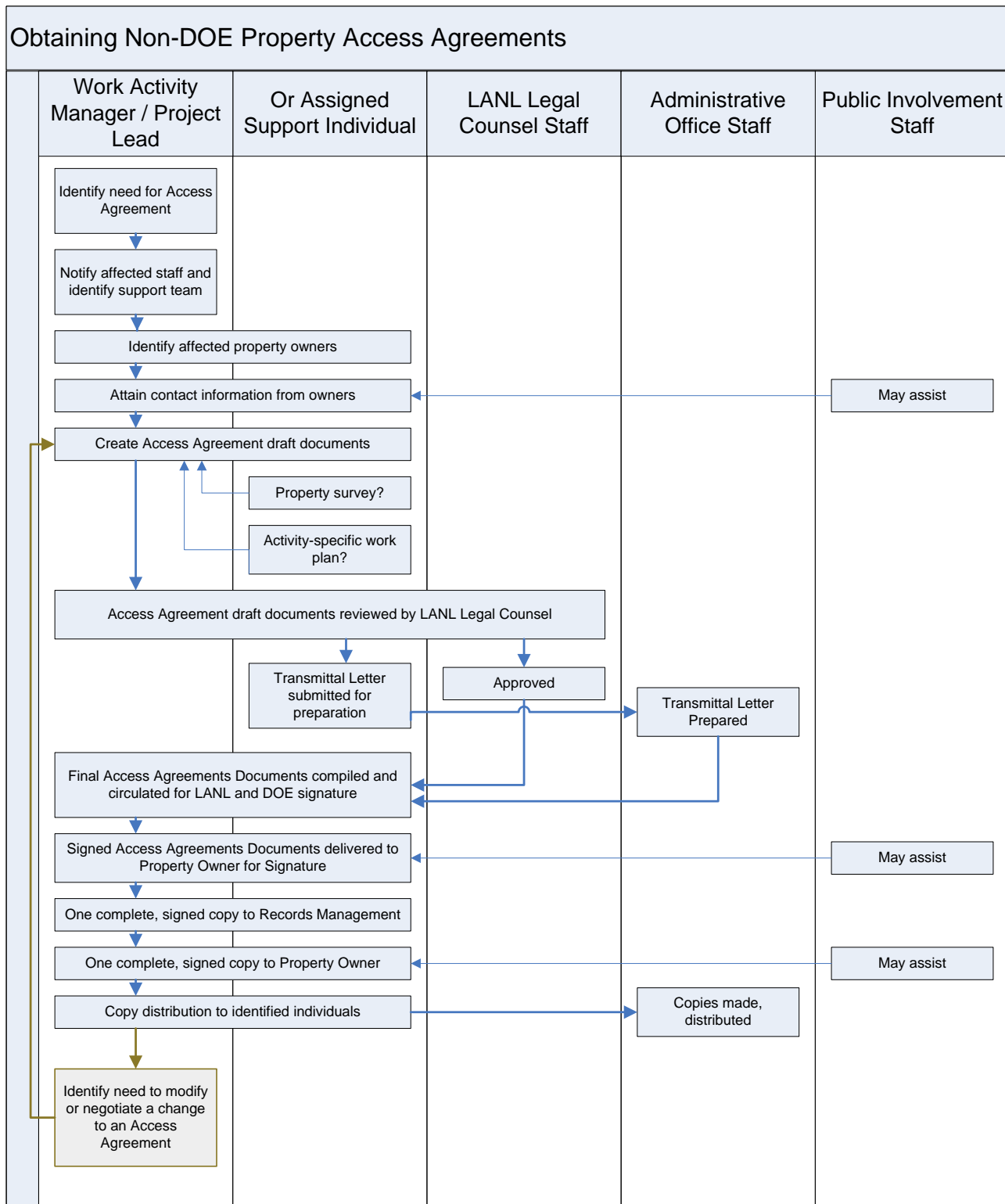
- o an original, signed copy of the property access agreement—including any attachments
- o an original, signed copy of the property access agreement transmittal letter and document signature form

DEFINITIONS

Access agreement — A contract between the DOE, LANL (LANS), and the owner or trustee of non-DOE-owned property. The access agreement allows the DOE and LANL to access privately owned property to conduct work activities (for example, monitoring, surveying, excavating, sampling, remediation work).

Non-DOE-owned property — Land and buildings (real estate) owned or held in trust by an individual, company, corporation, government agency, county, tribe, or other organization.

5.0 PROCESS FLOW CHART



6.0 ATTACHMENTS

The document user may employ documentation formats different from those attached to/named in this procedure—as long as the substituted formats in use provide, as a minimum, the information required in the official forms developed by the procedure.

Attachment 1: Example of a Standard Los Alamos National Laboratory Property-Access Agreement (7 pages)

Attachment 2: Example of a Standard Los Alamos National Laboratory Property-Access Agreement Transmittal Letter (2 pages)

Attachment 3: Property Owner Representatives Information form (1 page)

Attachment 4: Example of a Los Alamos National Laboratory Environmental Restoration Project Property-Specific Survey and Sampling Plan (2 pages)

7.0 REVISION HISTORY

Revision No. <i>(Enter current revision number, beginning with Rev.0.0)</i>	Effective Date <i>(DCC inserts effective date for revision)</i>	Description of Changes <i>(List specific changes made since the previous revision)</i>	Type of Change <i>(Technical [T] or Editorial [E])</i>
0	Unknown	New document. [AP-03.4, "Obtaining Access Agreements for Non-DOE Owned Property for Purposes of Resource Conservation and Recovery Act Facility Investigations and Remediation"]	n/a
0	8/31/00	Changes unknown. [ER2000-0292, QP-5.4]	Unknown
1	7/1/08	Document expired; document template/format change; process step modifications to fit changed organization.	T / E

[Using a CRYPTO Card, click here for "Required Read" credit.](#)

If you do not have a crypto card with A-level Access, contact creichelt@lanl.gov for instructions on credit.

ATTACHMENT 1

SOP-5241-1

Access Agreement Sample Template

Records Use only



http://www.lanl.gov/environment/all/docs/qa/ep_qa/SOP-5241-Att-1.dot



LANL/Environmental Programs, Corrective Actions Project
Los Alamos, New Mexico 87545



NNSA/ Los Alamos Site Office
Los Alamos, New Mexico 87545

Refer to: xxx-xx:07-XXX

Month xx, xxxx

Name
Street
Los Alamos, New Mexico 87544

**SUBJECT: ACCESS AGREEMENT WITH NAME (LANDOWNER) TO
CONDUCT FIELD ACTIVITIES ON THE ADDRESS PROPERTY**

Dear Ms/Mr Name:

The National Nuclear Security Administration (NNSA) and the Los Alamos National Laboratory's (LANL) Environmental Programs (EP) Corrective Actions Project (CAP) is scheduled to perform field activities in the vicinity of your property that is legally described as: ## Street, ? Area #, Block ?, Los Alamos, New Mexico 87544.

The enclosed Access Agreement grants permission to the CAP staff to enter and conduct work on your property, and requires your approval and signature. If you agree with the Access Agreement, please sign the two enclosed originals. Please keep one copy for your records and return the second copy to *name of project office admin*, LANL Corrective Actions Project Office, P.O. Box 1663, Mail Stop M992, Los Alamos, New Mexico 87545. She can also be reached by telephone at (505) 66x-xxxx.

Attachment A of this Access Agreement, the Property Specific Survey and Work Plan Summary, describes the work to be completed. When approved by all parties, this Access Agreement will be valid through Month xx, xxxx.

SOP-5241 Attachment 1 (continued)

Name, Owner
Street Property
Los Alamos, New Mexico 87544

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Month xx, xxxx

If you have any questions regarding this letter or the enclosed Access Agreement, please contact **Name**, Project Leader for **Project Title**, at (505) 66x-xxxx.

Sincerely,

Sincerely,

Name
Program Director
Environmental Programs,
Corrective Actions Project
Los Alamos National Laboratory

Name
Assistant Manager
EM Mission
Los Alamos Site Office

Enclosure: Access Agreement with **Ms/Mr Name** (landowner) to conduct Field Activities on the **Street Property** in Los Alamos, New Mexico

Cy: w/enclosure:

Lisa Cummings, LASO, NNSA, MS A316
George Rael, LASO, NNSA, MS A316
Robert Enz, LASO, NNSA, MS A316
Ellen Louderbough, LC-LESH, MS A187
Gordon Dover, EP-CAP, MS M992
David McInroy, EP-CAP, MS M992
Becky Coel-Roback, EP-CAP, MS M992
John Wilcox, EP-CAP, MS M992
Tracy McFarland, LATA, MS M321

RPF, MS M707
IRM, MS A150

SOP-5241 Attachment 1 (continued)

Name, Owner
Street Property
Los Alamos, New Mexico 87544

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Month xx, xxxx

ACCESS AGREEMENT

BETWEEN

**THE NATIONAL NUCLEAR SECURITY
ADMINISTRATION
THROUGH ITS
LOS ALAMOS SITE OFFICE**

AND

LOS ALAMOS NATIONAL SECURITY, LLC

AND

NAME, OWNER

FOR THE PROPERTY LEGALLY DESCRIBED AS:

**STREET
? AREA #, BLOCK ?
LOS ALAMOS, NEW MEXICO 87544**

SOP-5241 Attachment 1 (continued)

Name, Owner - 4 - Month xx, xxxx
Street Property
Los Alamos, New Mexico 87544

Access Agreement

This Access Agreement ("Agreement") is entered into between Name, Owner, ("the Owner"), and the United States of America acting by and through the National Nuclear Security Administration ("NNSA") through its Los Alamos Site Office, and Los Alamos National Security, LLC ("LANS").

Background and Purpose. The federal government owns the land and facilities known as Los Alamos National Laboratory ("LANL"). LANL is managed and operated by LANS pursuant to a contract with NNSA. Certain land and facilities previously owned by the federal government and managed and operated by LANS have been transferred to private and other federal or local government ownership.

The purpose of this Agreement is to allow NNSA and LANS, and their authorized representatives, to enter and perform field activities, all as more particularly described in Attachment A of this Agreement (hereinafter the "Work"), onto the Owner's property, subject to the terms and conditions of this Agreement.

On the basis of the considerations stated in this Agreement, the parties agree as follows:

1. Right of Entry, Inspection, and Sample Gathering. The Owner owns and controls the property known as Street, Los Alamos, New Mexico 87544, which is legally described as: Street, ? Area #, Block ?, in Los Alamos, New Mexico ("the Property"). From the date of this Agreement until Month xx, xxxx, NNSA and LANS, their authorized representatives, contractors and subcontractors, and authorized representatives of other federal and state agencies shall have the right, at their own cost, expense, liability and risk to enter the Property in order to access and leave the work site.

SOP-5241 Attachment 1 (continued)

Name, Owner
Street Property
Los Alamos, New Mexico 87544

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Month xx, xxxx

2. Work to be Performed. NNSA and LANS will implement the Work as described in Attachment A, which is incorporated into this Agreement. The NNSA and LANS shall provide everything necessary to perform and complete the Work. The NNSA and LANS shall have sole responsibility for the Work performed and shall be responsible for directing and controlling their employees and subcontractors as to the manner and means of accomplishing the Work.

3. Non-Confidentiality and Notification of Results. NNSA and LANS will maintain documentation of all activities performed at the site. NNSA and LANS will treat all quality assured, validated data, reports, and information relating to the field activity as public information.

4. Notice to Owner. NNSA and LANS shall give reasonable notice to the Owner prior to initially entering the property. For purposes of giving notice to the Owner by NNSA or LANS in this paragraph, "reasonable notice" means that NNSA or LANS shall notify the Owner in writing seven (7) days prior to the date on which NNSA and LANS intend to enter the property. This written notification will be followed by a phone confirmation to the Owner 24 hours prior to the intended date of entry. If conditions beyond the NNSA or LANS's control should interfere with the established date of entry, NNSA or LANS shall notify the Owner.

5. Handling, Transport and Disposition of Remediation Materials. NNSA and LANS shall perform all response and remediation activities contemplated by the Work and as otherwise required by any applicable law, regulation, ordinance or directive from any regulatory agency having the requisite authority. Upon completion of the response and remediation activities contemplated by the Work, NNSA and LANS shall become solely responsible for any and all materials gathered or collected in the process and shall become the owner thereof. NNSA and LANS will, as required by any applicable law, regulation, ordinance or directive of whatsoever nature, appropriately handle, transport and dispose of any and all materials gathered or collected pursuant to the Work and any and all equipment and supplies used in conducting the Work. Remediation materials may require storage at the point of generation for up to 120 days to allow for characterization and/or transport for disposal. All materials will be stored as required by any applicable law, regulation, ordinance, or directive from any regulatory agency having the requisite authority.

6. Applicable Law and Regulations. NNSA and LANS will comply with all applicable health, safety, and environmental laws, directives, ordinances, regulations or statutes applicable to the Work.

SOP-5241 Attachment 1 (continued)

Name, Owner - 6 - Month xx, xxxx
Street Property
Los Alamos, New Mexico 87544

7. Notice of Unsafe Conditions. NNSA and LANS shall use due care throughout the Work. Upon receipt of notice from the NNSA or LANS in accordance with the provisions of Paragraph 4 above, the Owner shall give NNSA and LANS notice of any unsafe conditions that to the best of Owner's knowledge may exist on the property.

8. Restoration. NNSA and LANS shall use their best efforts to avoid interfering with the Owner's use of the Property. Upon completion of any and all activities contemplated by the Work, NNSA and LANS shall repair and restore all affected areas of the Owner's Property from any damage caused by access to and from the work site. NNSA and LANS shall further clean up and remove all debris and materials generated pursuant to the Work on the Owner's real and personal property at NNSA's sole cost and expense.

9. Release of Liability. NNSA and LANS shall be responsible for all claims, liabilities, losses, and damages in favor of third parties arising out of NNSA or LANS's performance or failure to perform their obligations under this Access Agreement. The Owner shall not be liable for any damage, injury, theft, claim or other basis for liability to third parties in connection with the Work except to the extent that such damage, injury or theft arises from the negligence or willful acts or omissions of the Owner or the Owner's invitees.

10. Sale of Owner's Property. During the term of this Agreement, the Owner shall notify NNSA and LANS within 10 days of any sale, foreclosure, or other transfer of the property described in paragraph 1.

11. Notices.

(a) Notice to Owner. Any notice from NNSA and LANS to the Owner shall be given by United States certified or registered mail or hand delivered to:

Name, Owner
Street
Los Alamos, New Mexico 87544

(b) Notice to NNSA and the University. Any notice from the Owner to be given to NNSA and LANS shall be given by mail or personal delivery to:

Name of project office admin
Los Alamos National Laboratory, EP-CAP
Post Office Box 1663, MS M992
Los Alamos, New Mexico 87545
Telephone: (505) 665-3388

SOP-5241 Attachment 1 (continued)

Name, Owner
Street Property
Los Alamos, New Mexico 87544

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Month xx, xxxx

12. Entire Understanding. This Agreement sets forth the entire understanding between the Owner, NNSA, and LANS, with respect to the subject matter of this Agreement and supersedes all prior negotiations and dealings pertaining to this Agreement.

13. Modification. No change in, addition to, or waiver of any of the provisions of this Agreement shall be binding upon any party unless in writing signed by each party.

14. Agreement Headings. All headings of the Articles of this Agreement have been inserted for convenience of reference only, are not to be considered a part of this Agreement, and shall in no way affect the interpretation of any of the provisions of this Agreement.

15. Effective Date. The effective date of this Agreement shall be the date of execution by the NNSA, LANS, or the Owner, whichever is latest.

16. Term of the Agreement. The term of this Agreement shall commence on the effective date and continue until Month xx, xxxx, at which time this Agreement shall terminate.

17. Executed this _____ **day of** _____, 20xx.

SAMPLE

SOP-5241 Attachment 1 (continued)

Name, Owner - 8 - Month xx, xxxx
Street Property
Los Alamos, New Mexico 87544

Access Agreement
With Name, Owner
And the
United States of America acting by and through the
National Nuclear Security Administration through its
Los Alamos Site Office
And Los Alamos National Security, LLC
For the Property Legally Described As:
Street, ? Area #, Block ?, Los Alamos, New Mexico 87544

FOR NAME, OWNER.:

Name(s) Date
Owners of Street Property, Los Alamos, NM

FOR THE UNITED STATES NATIONAL NUCLEAR SECURITY ADMINISTRATION:

Name, Assistant Manager Date
EM Mission
Los Alamos Site Office
National Nuclear Security Administration

FOR LOS ALAMOS NATIONAL SECURITY, LLC:

Name, Program Manager Date
Environmental Programs, Corrective Actions Project
Los Alamos National Laboratory

SOP-5241 Attachment 1 (continued)

Name, Owner
Street Property
Los Alamos, New Mexico 87544

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Month xx, xxxx

ATTACHMENT A

Access Agreement
With Name, Owner
And the
United States of America acting by and through the
National Nuclear Security Administration through its
Los Alamos Site Office
And Los Alamos National Security, LLC
For the Property Legally Described As:
Street, ? Area #, Block ?, Los Alamos, New Mexico 87544

PROPERTY-SPECIFIC SURVEY AND WORK PLAN SUMMARY

Technical Area: TA-xxxx
AOC No(s): Area of Concern No. xx-xx(xx) Item
LANL Team Leader: Name, (505) 66x-xxxx
NNSA Team Leader: Name, (505) 66x-xxxx
Property Owner: Street, Los Alamos, NM 87544
Property Description: Legally Described as:
Street, ? Area #, Block ?
Los Alamos, NM 87544

SOP-5241 Attachment 1 (continued)

Name, Owner - 10 - Month xx, xxxx
Street Property
Los Alamos, New Mexico 87544

General Site History Description:

Area of Concern (AOC) xx-xx(xx), referred to as item No. x, consists of [insert description here, for example: a 28.5-acre former mortar impact area, used from the mid- to late-1940s, located on General Services Administration (GSA) land about 0.4 mi. east of the Sportsmen's Club firing range (AOC 00-015) in Rendija Canyon. This SWMU is not within the area burned by the Cerro Grande fire in 2000. The site is fenced and posted with DOE "no trespassing" signs. However, trails are present within the SWMU boundary on the south side of Rendija Road (Forest Service Road 57).]

Field Work to be Performed:

The objective of the investigation work plan is to characterize the nature and extent of contamination, if any, associated with the sites. Characterization includes conducting sampling, if necessary, and analysis of collected samples to evaluate the potential need for corrective action.

The following field activities are scheduled to take place at the property between approximately Month xx, 2006 and Month xx, 2006. The field investigation will be conducted by the following methods: [describe methods, for example: (1) non-intrusive field surveys, (2) surface and/or subsurface sampling, and (3) miscellaneous sampling activities, as necessary.] Any locations on the property disturbed as a result of sampling activities are restored.

Field Surveys:

The following types of non-intrusive field surveys will be conducted at the property:

- List types...
- The field sampling team visually inspects the site to identify any conditions that would impede using a proposed sampling location and to identify any property-specific considerations.
- Geologists and field sampling team members inspect the property and map geologic/ geomorphic features (e.g., rock/soil contacts and horizons, topography, engineered fill).
- Personnel enter the site with land survey equipment (distance and elevation measuring devices) to locate and stake sampling points during sampling activities.
- Members of the field sampling team conduct geophysical surveys. These surveys may include the use of ground-penetrating radar; magnetometers; and devices for measuring gravity, magnetic fields, and seismic activity.

SOP-5241 Attachment 1 (continued)

Name, Owner - 11 - Month xx, xxxx
Street Property
Los Alamos, New Mexico 87544

Surface and Sub-Surface Sampling:

Soil samples will be collected at...

The following methods of surface and sub-surface sampling will be employed on the property:

- Surface soil samples, which may include soil from under existing grass, will be collected at the proposed locations *indicated on the site plan (attached)* at depths of 0 to 6 inches. *The samples will be gathered on a predetermined grid pattern or on a judgmental basis using a stainless steel or Teflon scoop. Surface samples will be collected from various media such as surficial soil, channel sediment, and stream banks.*
- Sub-surface soil samples will be collected *at the proposed locations depicted on the site plan (attached)* at depths of 2 to 3 feet. *The spade-and-scoop method will be used to obtain near-surface soil samples from depths up to 30 inches. Sample collection from depths greater than 30 inches will be accomplished with a hand auger, spades, shovels, and/or scoops. Shovels and the hand auger are used to remove surficial material to the required depth. A stainless steel or Teflon scoop or the hand auger is then used to collect the sample. The samples will either be collected on a predetermined grid pattern or on a judgmental basis.*
- Biased samples will be collected at 100-ft intervals down the center of the AOC near the present watercourse. Sample locations will be biased toward sediment pockets and former locations of asphalt and tar. Samples will be collected at 0- to 0.5-ft and 2.0- to 3.0-ft depth intervals and analyzed for TAL metals, VOCs, SVOCs, and TPH.]
- Shallow core samples will be collected manually at proposed locations as depicted on the site plan (attached). Small-volume soil samples will be recovered from depths approaching 10 feet with a hand auger or with a thin-wall tube sampler. The samples will either be collected on a predetermined grid pattern or on a judgmental basis.
- Soil will be excavated to approximately 14.5-feet in depth by the field team at the proposed locations depicted on the site plan (attached). The excavations will be performed by a trackhoe capable of excavating to a depth of 20 feet. The width and type of bucket will be determined by the ability of the equipment to function in varying soil conditions. If the excavation is at a depth of four feet or greater, Occupational Safety and Health Act standards for shoring and sloping will be followed.

Restoration of Sites Disturbed by Sampling:

SOP-5241 Attachment 1 (continued)

Name, Owner

- 12 -

Month xx, xxxx

Street Property

Los Alamos, New Mexico 87544

The following methods will be used to restore areas disturbed by sampling activities, as appropriate:

- **Backfilling excavations and surface grading:** Any excavations created during sampling will be backfilled with clean soil and compacted to restore the site to its original grade. The ground surface will be graded smooth to match pre-existing grades and will be repaved, if appropriate. This activity may require heavy equipment such as backhoes and compaction equipment.
- **Repair and/or replacement of fences:** Any damage to fences during field work will be repaired to restore the condition of the fence prior to field work.
- **Landscaping: Reseeding lawns or replacing vegetation:** Any lawn areas or vegetation damaged by work activities will be replaced or reseeded with similar plants.

Other methods will be used as necessary to restore disturbed areas.

The following notes are express provisions of the property-specific survey and sampling plan and access agreement:

- (1) **Minor Modifications:** Sampling quantities, depths, and activity durations are approximate only and are subject to modification in the field as necessary to achieve sampling goals.
- (2) **Major Modifications:** Changes in sampling strategy, such as using surface instead of subsurface sampling or excavations, are possible during the field sampling program. In the event that a major modification is required, the Laboratory and DOE will obtain the property owner's oral agreement and will follow up with written documentation of the changes within 10 workdays. The Laboratory, DOE, and the property owner will sign the written documentation to formalize the modification to the agreement.