

Interagency Agreement
Indoor Air Quality/Interior Cleaning of Residences 7/5/02

1. Purpose

The U. S. Environmental Protection Agency (EPA) will develop, manage and implement a program to address the concerns of residents in Lower Manhattan regarding the impacts of the World Trade Center (WTC) collapse on indoor air quality. This program will include the offering of interior cleaning and sampling of apartments in a specific area of Lower Manhattan. EPA will provide oversight and management of cleanup and sampling contractors to insure that activities are done as specified and to the satisfaction of the public. All requests and information obtained during the implementation of this program will be managed through the development and maintenance of a comprehensive database.

2. Authority

FEMA and EPA have entered into this Agreement pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act ("Stafford Act"), 42 U.S.C. §§5121 et seq.; Executive Order 12148, as amended, and 44 C.F.R. Part 206. The EPA shall provide oversight to cleaning and sampling contractors to ensure residences are satisfactorily cleaned to an acceptable standard.

3. Scope of Work

EPA, through close coordination with FEMA and state and city partners, will implement a program to clean and sample residences in a specific area of Lower Manhattan. Those residential spaces located south and/or west of Canal, Allen and Pike Streets will be eligible for cleaning and sampling. It is estimated that there are 20,000 to 25,000 residences located in this area.

Support for the cleaning and sampling of residences and the operation of a Hotline for residents to request cleaning and sampling is being provided through contractors hired by New York City. Contract language will enable EPA staff to manage and direct these contractors. EPA will be responsible for the risk evaluation of analytical results from the wipe and air sampling conducted as part of this program, for the management of all data generated during implementation of this program, and developing and maintaining a website with frequent updates on program progress.

Oversight and management of sampling and cleanup activities will be accomplished through the use of EPA employees and EPA contractors. Those providing oversight must be familiar with contract language and the specific work activities that will be performed in each residential space. In addition to utilizing checklists of items completed, photo documentation will also be obtained. The areas in which residences will be eligible for assistance will be divided into quadrants in an effort to maximize program management and responsiveness to the residents.

Specific elements of the program are as follows:

A. Hotline Promotion - Conducting outreach efforts and developing information regarding the hotline and indoor air program. Includes printing, advertising, graphics, direct mail and translation services.

B. Web-hosting - Establishing a mechanism for residents to contact the hotline through the Internet. Used to share time sensitive information regarding the indoor air program.

C. Creating Hotline Database Management System - Developing a database to support the hotline and to house analytical data. Compiling indoor air information received by NYCDEP to incorporate into the database. The data system will be used in program implementation to manage the information received through the hotline and website. Maintaining the database for data assessments, public information and report preparation.

D. Oversight of Cleaning and Monitoring Effort - Providing oversight of residential cleaning and monitoring activities. Oversight will be in the form of routine inspections of cleaning and monitoring activities and working with New York City monitoring and scheduling contractors. Providing photo documentation as necessary. EPA contractor support will be engaged in this effort to assist EPA in being more responsive to concerns and inquiries raised by the public during the implementation of the program. EPA also will provide oversight support for NYC's exterior building cleaning project and for NYC's cleaning of the unoccupied, uncleaned buildings. OSHA will provide oversight to ensure worker protection.

E. Analytical Services - Providing analytical services for all samples collected during the duration of this program. Post-cleaning sampling will be conducted at all residences for asbestos. In addition, for 5% of the residences cleaned (not to exceed 50 per quadrant) pre- and post-sampling will be conducted for metals (including mercury) and for dioxins. Metals and dioxins also will be sampled at 50 of the test-only units.

F. Data Validation - Performing data validation of all data generated during this program.

G. Data/Risk Assessment - Providing analytical results from all activities to risk assessors for evaluation and followup. The National Academy of Medicine will participate in this activity. ATSDR will provide technical support with data review and risk assessment activities.

H. Summary Reporting - Compiling, reviewing and evaluating all information collected and preparing a summary report of all results. The report will include a narrative description of the program and the results achieved. The report will be made available in hard copy format and electronically.

4. Terms and Conditions

A. EPA shall:

Ensure that this Agreement is carried out in accordance with the approved Scope of Work, established protocols, costs, and time limitations, except where EPA and FEMA agree otherwise. Apply proper financial principles, policies, regulations, and management controls to ensure full accountability for the expenditure of Disaster Relief Funds.

Track and monitor obligations and disbursements.

Track accountable property that will revert to FEMA upon completion of the project.**

Submit bills quarterly. EPA will provide billing information to FEMA which will include expended costs by major budget object classes (e.g., payroll, travel, contracts, IAG costs, equipment purchases, etc.) and will maintain supporting documentation for these expenditures in accordance with FEMA requirements. EPA will comply with "Doing Business with FEMA," found at www.fema.gov/ofm.*

Ensure that all requests for reimbursement cite the following:

Disaster number—FEMA-1391-DR-NY

Interagency Agreement Number—

Project Title—Indoor Air Quality/Interior Cleaning of Residences

Submit an interim progress report by December 31, 2002 to the FEMA Project Officer regarding the status of the project (e.g. description of the work completed to date and expected completion date of the project, preliminary findings, complex issues encountered).

Submit bimonthly financial reports, including the status of the obligation amount, total obligations against that amount, and projected expenditures.

Reconcile financial and programmatic records with FEMA on an ongoing basis. (Appropriate deobligations may be necessary).

Record any reimbursement from FEMA for goods and services furnished under the provisions of the Stafford Act, to the appropriation used to cover the expenditure.

Identify a staff-level point of contact for financial coordination with FEMA Acquisition Resource Management and a headquarters-level point of contact for billing and reimbursement issues that cannot be solved at the staff level. Include address, telephone numbers, and email addresses.

Identify a Project/Action Officer. Include address, telephone number, and email address.

EPA Project Officer:

Dennis Santella
US Environmental Protection Agency
290 Broadway
New York, NY 10007
212-637-3559
santella.dennis@epa.gov

Submit a final project report to FEMA detailing EPA's findings and conclusions no later than April 30, 2004.

Submit final bill(s) to FEMA no later than 60 days after the expiration of this Agreement. If EPA is unable to provide a final billing 60 days after the conclusion of this project period, EPA will notify FEMA of estimated future billing costs and the anticipated time of the final billing.

EPA shall provide to FEMA an accounting of payroll costs expended prior to the effective date of this agreement which will include employee names, regular and premium hours worked on this agreement, and total payroll costs and benefit amounts paid these employees. In addition, EPA will provide to FEMA other pre-award costs necessary to begin the operations detailed in this agreement. This accounting will be provided to FEMA within 60 days of the effective date of this agreement and FEMA agrees to reimburse EPA for these planning costs.

Submit requests for reimbursement to: Financial and Acquisition Management Division, Disaster Finance Center, Federal Emergency Management Agency, P.O. Box 800, Berryville, VA 22611.

B. FEMA shall:

Ensure that this Agreement is carried out in accordance with the approved Scope of Work, costs, and time limitations. Apply proper financial principles, policies, regulations, and management controls to ensure full accountability for the expenditure of Disaster Relief Funds.

Track and monitor obligations and disbursements against the Disaster Relief Fund.

Track accountable property which will revert to FEMA upon completion of the project.**

Reconcile financial and programmatic records with EPA on an ongoing basis.

Review all bills submitted by EPA. (Appropriate deobligations may be necessary). A charge back will be initiated for disapproved IPAC costs and charges.

Identify a staff-level point of contact for financial coordination with FEMA Acquisition Resource Management and a headquarters-level point of contact for billing and reimbursement issues that cannot be solved at the staff level. Include address, telephone numbers, and email addresses.

C. All documents supporting reimbursements received from this Interagency Agreement shall be retained for six years and three months after final payment, in accordance with National Archives and Records Administration financial records management guidelines.

5. Work Plan Schedule

With exception to the final report, all elements of the program which are presented in Section 3 above will be conducted simultaneously. With EPA being responsible for working with and management of contractors, the scheduling of this work will be consistent with the period of performance specified in the contracts between NYC and the cleaning and sampling contractors. Work will be performed for 18 months from the time the contracts are awarded. Contracts will be awarded in July 2002 and be active until they terminate in January 2004. The preparation of the final report is expected to require 3 months to complete, thereby resulting in an IAG completion date of April 2004.

6. Estimated Cost Breakdown

Assumptions: Due to the uncertainty in how responsive the public will be in requesting sampling and cleaning, this cost estimate is based on the following assumptions.

Number of residences requesting cleaning: 10,000

Number of residences requesting cleaning identified as requiring scope B cleaning: 500

Number of residences requesting testing-only: 3,000

Number of common spaces to be cleaned: 3,000

Number of common spaces to be cleaned identified as requiring scope B cleaning: 500
(part of 3000 common spaces to be cleaned)

Number of HVAC inspections requested: 5000

Number of residences requiring HVAC cleaning: 1,000

Cleaning will be conducted over an 18 month period. An average of 256 residences will be cleaned per week. Cleaning will be conducted from 8:00 am to 6:00 pm daily, seven day per week. The cleaning and sampling of a residential space is estimated to require 3 days to complete. Sampling will require 10- 12 hours, which includes the setup and breakdown of equipment.

EPA Salary Costs

Position	Grade	Hourly Loaded Rate	Hours	Total Payroll
Project Managers	GS-15	\$79.04	850	\$67,184
Project Managers	GS-14	\$67.20	6,470	\$434,784
Technical Staff	GS-13	\$56.81	43,000	\$2,442,830
Admin Staff	GS-12	\$48.00	470	\$22,560
Support Staff	GS-9	\$30.40	240	\$7,296
Clerical Staff	GS-5	\$19.89	3,600	\$71,604
Overtime		\$34.26	17,990	\$616,337
Total EPA Salary				\$3,662,595

EPA Travel Costs

\$7,200/week for 8 Technical Staff x 72 weeks	\$	518,400
Local Commuting Costs for Staff	\$	25,000
Headquarters Staff Travel	\$	10,000
Management Staff Travel	\$	24,000
Staff Travel	\$	30,000
Total Travel	\$	607,400

Total EPA Salary & Travel**\$ 4,269,995****OSHA Health and Safety Support to Cleaning Oversight**

OSHA will perform on-site personal worker sampling, oversee work practices and ensure worker's rights

1 Supervisor GS13 \$355/day for 90 days	\$	31,950
4 compliance officers GS12 \$300/day for 90 days	\$	108,000
Transportation, Lodging and per diem		
\$900/wk for 13 weeks	\$	58,500

Total OSHA Health and Safety Support \$ 198,450**Hotline Promotion**

Direct Mailing Expenses	\$	18,200
Advertising Costs (i.e., newspapers, bus shelter and telephone Kiosk posters)	\$	27,800
Translation Services, Subscriptions	\$	4,000
Total Hotline Promotion	\$	50,000

Web-hosting

Technical services effort

\$ 100,000

Total Web-hosting**\$ 100,000****Creating Hotline Database**

Application Software Development and

Database Management, technical services effort

\$ 525,000

Total Creating Hotline Database**\$ 525,000****Contractor Assistance to EPA in Oversight of**

Cleaning/Monitoring Effort

\$ 497,640

Total Contractor Assistance for Oversight**\$ 497,640****ATSDR Support to Data/Risk Assessment**

Technical support contract

\$ 187,500

Travel and per diem of ATSDR staff

\$ 5,000

ATSDR salary (2 FTEs)

\$ 180,000

ATSDR Overhead

\$ 74,500

Total ATSDR Support**\$ 447,000****New York Academy of Medicine Support to Data/
to Risk Assessment**

travel to meetings

\$ 6,000

Total NYAM Support**\$ 6,000****Analytical Services Contracts for Asbestos Sampling**

Analysis contract for asbestos

13,500 Residences x 5 samples/location = 67,500 samples

+ 10% QA = 74,250 samples

3,000 common spaces x 5 samples/location = 15,000

+ 10% QA = 16,500

90,750 samples @ \$100/sample

\$ 9,075,000

Total Analysis Costs-Asbestos**\$ 9,075,000**

Data Validation contract for asbestos

90,750 samples @ \$20/sample

\$ 1,815,000

Total Validation Costs- Asbestos**\$ 1,815,000**

Analytical Services Contracts for Metals (including mercury) Sampling

Analysis contract for metals and mercury

200 residences x 6 samples/location = 1200 samples

(3 pre- and 3 post-cleaning)

50 residences x 3 samples/location = 150 samples

(test only locations)

+ 10% QA = 1485 samples

1485 samples @ \$300/sample

\$ 445,500

Total Analysis Costs- metals**\$ 445,500**

Data validation for metals

1485 samples @ \$40/sample

\$ 59,400

Total Validation Costs- metals**\$ 59,400****Analytical Services Contracts for Dioxins Sampling**

Analysis contract for dioxins

200 residences x 6 samples/location = 1200 samples

(3 pre- and 3 post-cleaning)

50 residences x 3 samples/location = 150 samples

(test only locations)

+ 10% QA = 1485 samples

1485 samples @ \$990/sample

\$ 1,470,150

Total Analysis Costs- dioxin**\$ 1,470,150**

Data validation for dioxins

1485 samples @ \$45/sample

\$ 66,825

Total Validation Costs- dioxin**\$ 66,825****Total Contractor Cost****\$ 14,755,965****Equipment & Supplies**

Laptop Computers (2) @ \$3500

\$ 7,000

Desktop Computers (2) @ \$1500

\$ 3,000

Docking Stations (6) @ \$395/setup

\$ 2,370

Printers (2) laserjet @ 499/item

\$ 1,000

Digital Cameras (6) @ \$800/camera \$155 accessories

\$ 5,730

CamCorders (6) @ \$609/camera, \$155 accessories

\$ 4,584

Tripods (6) @ \$100/tripod

\$ 600

Nextel phones and Service 10 phones at \$65/month
for 18 months

\$ 11,700

Car rental-GSA 3 Vehicles - Mid size wagon or equivalent

\$236/month x 3 vehicles for 18 months

\$ 12,800

Rental of Parking Spaces

\$ 35,000

Personal Protective Equipment

27,216 changeouts x \$ 15 (booties and cartridges)	\$ 408,240
Air Monitoring Equipment, Purchase & Rental	\$ 30,000
<u>Total Equipment & Supply Cost</u>	<u>\$ 522,024</u>

Total IAG Costs ***\$ 19,547,984***

Includes costs of EPA's salary and travel, contractor services and equipment and supplies.

Overhead Costs

Based on previously negotiated rates.

7. Funding

FEMA agrees to fund the project at a cost not to exceed \$ 19,547,984.

8. Period of Performance

The period of performance for this Interagency Agreement shall begin on the date both Agencies agree to this IAG and conclude on January 30, 2004.

* Pursuant to 44 CFR § 206.8, regular labor for permanent Federal agency personnel (e.g. personnel whose Federal agency has received an appropriation from Congress or employees who backfill for employees working on the project that is the subject of this Agreement), and overhead costs are not eligible for reimbursement, except when the costs incurred would normally be paid from a trust, revolving, or other fund. For the latter exception, EPA's Financial Manager must submit a written certification that the overhead costs and costs for regular labor are paid from a trust, revolving, or other fund. If regular time is allowed, it should be identified separately from overtime labor on the invoice by description.

** When FEMA pays for the purchase of equipment under an Interagency Agreement or Mission Assignment, the equipment normally belongs to FEMA and must be fully accounted for after the project is completed.