

NALF SAN CLEMENTE ISLAND, CALIFORNIA
Botany Management Program
Scope of Work
March 5, 2014

1. PURPOSE

The Statement of Work (SOW) for this Cooperative Agreement (CA) shall be as outlined below. Naval Facilities Engineering Command Southwest (NAVFAC SW) will administer this CA. The SOW objective is support of the Botany Management Program at Navy Auxiliary Landing Field (NALF) San Clemente Island (SCI), California. Services to be provided include:

- Restoration and enhancement of habitat beneficial for the growth of *Poa thomasii*
- Pollinator surveys of listed plants on SCI
- Control and eradication of invasive, non-native weeds.

2. PERIOD OF PERFORMANCE

The period of performance shall be for twelve (12) months following the execution of this Agreement.

3. BACKGROUND

San Clemente Island (SCI) harbors large numbers of endemic organisms. Many are listed as endangered or threatened by the United States Fish and Wildlife Service. The U.S. Navy, in accordance with the Endangered Species Act and the Federal Noxious Weed Act, has an on-going program to preserve the unique ecosystem of San Clemente Island. As part of an ongoing program, this Agreement will manage natural resources on SCI by focusing on three components:

a. Restoration of *Poa thomasii* Habitat

Poa thomasii, an annual grass species known only from three of the Channel Islands, had not been recorded since being collected on San Clemente Island in 1903 and was presumed extinct. In July 2005, the species was located on Catalina Island in seven separate sites, primarily located in chaparral, across the island. The species was found in two locations on SCI in 2010 in boxthorn habitat at the northern end of the island. Both locations on SCI are within areas that are used for training and subject to occasional fire.

Because this species was thought to be extinct, it has not been listed under the Federal Endangered Species Act. One stated objective in the draft SCI Integrated Natural Resources Management Plan (INRMP) is for the Navy to manage the species in such a way as to keep it from being listed. The INRMP notes that due to its few locations on the island and their locations in areas of human activity, the species is particularly vulnerable to local extinction.

The purpose of this portion of the agreement is to enhance existing *Poa thomasii* habitat on SCI through outplanting of the species within the existing boundaries of the current populations, outplanting of native species that are beneficial to the target species, removal of non-native species, and other habitat modifications that may, but are not limited to, supplemental irrigation, erosion control, alteration of drainage patterns, and pruning of existing vegetation.

b. Pollinator surveys of listed plants on SCI

Six federally listed plant species occur on SCI. Each has significantly recovered in terms of numbers of individuals since goats were removed from SCI by the early 1990's. Periodic localized and island wide surveys have documented their increased presence on the island, and genetic studies have elucidated the extent of genetic diversity within these populations. No studies have yet been undertaken to determine pollination mechanisms for these species. Because populations are likely

much more isolated from each other than prior to the introduction of goats, an understanding of pollinators for these species is critical for development of sustainable populations.

c. Exotic Plant Management

During the past century, more than 100 introduced plants have become established on the island. Many are adapted to intensive grazing by herbivores and readily invade disturbed areas. The long history of overgrazing by sheep, pigs and goats and the ground disturbing activities associated with human occupation of the island favor the expansion of exotic plants at the expense of native species. Continued expansion of exotic plant populations could severely affect the distribution and abundance of endangered and other rare species.

The purpose of this portion of the Agreement is to help ensure the continued existence of sensitive plant and animal species at San Clemente Island by removing or controlling exotic species that compete with native vegetation.

4. DESIGNATED REPRESENTATIVES

a. The Cooperative Agreement Administrator (CAA) is

Ms. Pamela Sons, Contract Specialist, Code AQC4
Naval Facilities Engineering Command, Southwest
1220 Pacific Highway, Bldg 127
San Diego, CA, 92132-5190
Phone: (619) 532-1592
Email: Pamela.sons@navy.mil

b. The Cooperative Agreement Technical Representative or (CATR) is

Chris Gillespie, Botanist, Code EV51.CG
Naval Facilities Engineering Command, Southwest
1220 Pacific Highway, Bldg 1, 5th Floor
San Diego Ca 92132
Phone: (619) 532-4416
E-mail: chris.gillespie@navy.mil

The CATR is responsible for ensuring that all work is performed per the requirements and specifications outlined in this Cooperative Agreement, and that the work performed, including all written reports and professional services are of an acceptable technical quality. For this Cooperative Agreement, the CATR shall be the first and primary point of contact for the Recipient and Installation Representative (including their respective representatives or staffs) regarding any inquiries, questions, concerns, and issues related to the implementation of the requirements and specifications of this Cooperative Agreement. The CATR has no authority to make any changes to this Cooperative Agreement, only the CAA may effect any change to this Cooperative Agreement.

c. The Installation Representative is

The Station Contact (SC)
Bryan Munson Botanist
Naval Base Coronado
Environmental Compliance
PO Box 357088
NASNI, Building 3, Second Floor
San Diego, CA 92135
Phone: (619) 525-7186
Email: bryan.munson@navy.mil

The SCI Operations Manager
James Coler, Operations Manager
Naval Base Coronado
Environmental Compliance
PO Box 357088
NASNI, Building 3, Second Floor
San Diego, CA 92135
Phone: (619) 524-9022
James.coler@navy.mil

The Installation Representative is responsible for providing the CAA, via the CATR, the technical requirements for this Cooperative Agreement's scope of work specifications. The Installation Representative has no authority to make any changes to the Cooperative Agreement only the CAA may affect any change to this Cooperative Agreement. The Installation Representative has no authority to direct or change any work identified in this Cooperative Agreement.

d. Any change in scope of work must be issued to the Recipient, in writing, by the Grants Officer to be binding on the Government. No Government employee has authority to change this Cooperative Agreement by oral or written directives, instructions, commitments and/or acceptances or any other manner.

e. The Cooperator will designate at time of proposal submission the individual within their organization who is authorized to negotiate with the Cooperative Agreement Administrator. The designation will stipulate the individual's authority to commit the Cooperator.

5. GENERAL REQUIREMENTS

a. The Recipient shall be responsible for providing all materials, equipment and supplies used in this project. The Recipient shall be responsible for the selection, development and implementation of all control and monitoring techniques/methods. The Recipient shall use methods and equipment in accordance with Federal and State laws.

b. The Recipient shall provide all transportation, meals, and lodging for himself/herself and his/her personnel as well as all equipment and analysis necessary to complete the work.

c. The Recipient shall provide all equipment (unless otherwise stated) and analyses necessary to complete the work described within this Agreement. All equipment is subject to the inspection by and approval of the Installation safety officer. Equipment, supplies, and data shall be procured and are subject to the regulations stated in DoDGARS 32.34-36. All equipment, data (raw and associated files), and photographs > \$5,000 per unit in value and supplies > \$5,000 in aggregate value purchased with Agreement funds (including computer software) shall be coordinated through the CAA and CATR to determine ownership at the completion of the Agreement. Equipment is defined as "tangible nonexpendable personal property including exempt property charged directly to the award having a useful life of more than one year." Supplies are defined as "All personal property excluding equipment, intangible property, and debt instruments, and inventions of a Cooperator conceived or first actually reduced to practice in the performance of work under a funding agreement ("subject inventions"), as defined in 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements." (DoD Grant and Agreement Regulations, DoD 3210.6-R)

d. The Recipient shall visit the project area as often as necessary and within the time limits stated below to accomplish the purposes of the Agreement as detailed further in this Scope of Work. It is the Recipient's responsibility to obtain security and entrance clearances and camera passes for himself/herself and his/her personnel onto the Installation. The Recipient must comply with all security rules, regulations, requirements, and day-to-day operational changes thereto. Unannounced changes to day-to-day operational procedures may, at times, prohibit the Recipient access to project sites. While on the installation, the Recipient shall abide by all applicable rules and regulations issued by the Commanding Officer. The Recipient may be subject to inspections for contraband while on Government property.

e. The Recipient shall manage the total work effort and assure fully adequate and timely completion of services required under this Agreement. Included in this function shall be a full range of management duties including, but not limited to, planning, scheduling, inventory, analysis, quality control, and for meeting professional industry standards for conducting botany management at SCI.

6. KEY PERSONNEL

a. Due to the complexity of work, the Recipient shall provide the following personnel with the following minimum qualifications. Experience must be demonstrated and described in resumes with details including hours and activities. Experience must be equivalent to the full-time requirements described below.

1) Principle Investigator (PI): The Recipient shall designate one person as responsible for leading the research under this Agreement, designing the study, guiding statistical analyses, conducting literature reviews and analyses/interpretations of current study data in light of management implications and the broader scientific perspective. This individual shall have ultimate responsibility for the scientific and statistical accuracy of this study, and its contribution to science and management understanding and effectiveness for the subject species. This individual shall have, at a minimum:

- i. Masters of Science in botany, plant ecology, zoology, biology, ecology, wildlife management or a related field experience from an accredited college or university, including advanced statistical courses.
- ii. Three (3) years of full-time experience leading research on plant life cycles, ecology, limiting factors, and population dynamics including: designing research studies, conducting statistical analyses to test results, and summarizing ecological literature in scientific journal articles or project reports. Products from this work should demonstrate the implication of results to science, and indicated the prioritization of action recommendations.

2) Project Manager (PM): The Recipient shall designate one person as responsible for overseeing daily and on-site project and personnel supervision. This includes logistics, safety, implementation of study design, quality control, scheduling, and meeting reporting deadlines. This person may be, but does not have to be, the same individual as the PI. This person shall have, at minimum:

- i. Bachelor of Science in botany, plant ecology, zoology, biology, ecology, wildlife management or a related field experience from an accredited college or university.
- ii. Two (2) years of experience monitoring, restoring habitat and controlling erosion in coastal sage scrub and maritime succulent scrub communities. Experience must be from coastal areas with similar vegetation communities in southern California. Experience should include propagating and out-planting of container stock, and monitoring and maintenance of restoration sites to meet targeted success criteria.
- iii. Six (6) months of experience mapping plant communities in southern California and producing maps using ArcGIS and/or Arc/Info GIS software. If this experience is to be provided by another member of the team provide name and resume.

3) Field Technician(s) (FT): Shall assist the PI/PM with project implementation under direct supervision of the PM. These individual(s) shall have, at a minimum:

- i. Bachelor of Science in botany, plant ecology, zoology, biology, ecology, wildlife management or a related field experience from an accredited college or university.
- ii. One (1) year of local experience in identifying, monitoring, and restoring California island or coastal plant communities.

b. In addition to possessing the skills necessary to fulfill all requirements of this Task Order, Cooperator personnel working on this Task Order shall collectively possess the following specialized expertise:

1) Knowledge of SCI plant species, including endemic species, other native plants, and non-native species. Experience identifying plants using floras and herbarium specimens, as well as field recognition skills for all sensitive species. Ability to prepare and maintain herbarium specimens. Knowledge of the phenology and reproductive strategies of SCI species.

(2) Expertise sufficient to obtain permit under ESA. Botanical background and expertise sufficient to enable the Cooperator to meet rigorous standards of the U.S. Fish and Wildlife Service and obtain a 10(a)(1)(A) permit to collect seed and vegetative material from federally listed plants on SCI.

(3) Expertise in Channel Islands ecology. Knowledge of the different plant communities on SCI. Ability to identify all federally listed species (including wildlife) on SCI. Familiarity with the habitats of all SCI listed species. Experience implementing soil erosion control projects in southern California.

(4) Ability to work independently. Capability of working on projects in a remote setting without direct on-site supervision or assistance.

(5) Knowledge of erosion control techniques. The Cooperator must have academic expertise in soils science and erosion control (including biological and structural methods) within sensitive habitats, plant ecology, and plant community restoration.

7. TASK DESCRIPTIONS

1) *Poa thomasi* habitat restoration

The Cooperator shall enhance or restore 0.75 acres of *Poa thomasi* habitat on San Clemente Island adjacent to, or near existing *Poa thomasi* populations. The project area may overlap an existing population site and include enhancement of habitat supporting this species.

Enhancement and restoration may include, but is not limited to, outplanting of the species within the existing boundaries of the current populations, outplanting of native species that are beneficial to the target species, removal of non-native species, and other habitat modifications that may include supplemental irrigation, erosion control, alteration of drainage patterns, and pruning of existing vegetation to alter shading patterns.

2) Pollinator surveys of listed plants on SCI

San Clemente Island has six federally listed plant species. Those species are:

- *Castilleja grisea*
- *Delphinium variegatum ssp. kinkiense*
- *Lotus dendroideus var. traskiae*
- *Malacothamnus clementinus*
- *Lithophragma maximum*
- *Sibara filifolia*

The cooperator shall conduct research to determine pollinators for each of the six listed plant species on San Clemente Island and study the overlap between the pollinators for these species and known pollinators for similar species and analyze potential restrictions to pollinator availability. Research shall include an analysis of the capability of pollen transfer among geographically distinct populations of the same plant species

3) Exotic Plant Management

The Cooperator shall treat plants targeted for control under this Agreement with a federally approved herbicide or, if warranted, using mechanical methods. Target species and treatment areas shall be determined during the site visit with the installation biologist and the Cooperative Agreement Technical Representative (CATR). Approximately one dozen invasive species have been targeted for treatment since 1997. This Agreement will continue focusing on these species, but new target species may also be considered for treatment.

Treatment of invasive exotic plant species shall entail the use of an effective herbicide that is included in the list of pesticides approved by the NAVFAC SW Applied Biologist and shall comply with the following: OPNAVINST 5090.1C, Chapter 17: Pesticide Compliance Ashore; DoDI 4150.07: DoD Pest Management Program; OPNAVINST 6250.4B: Pest Management Program. Herbicides shall be applied by appropriately licensed or certified pesticide applicators only.

The Cooperator shall record all herbicide use data on the NAVFAC Online Pesticide Management System. The Cooperator shall coordinate with the SC and CATR in advance of treatment for information regarding access to the online reporting system and reporting requirements.

All invasive exotic plant control activities, including maps of infestations, areas treated, treatment methods, and estimates of success of treatment, shall be included in the project report.

The level of effort for this portion of the Agreement is 320 field technician days of treatment, and all equipment, materials, supervisory and support staff required to support this effort.

b. WORK PLAN

The Cooperator shall prepare a work plan for this agreement. The Work plan shall incorporate all work proposed to be accomplished under the Agreement. The work plan shall include, but are not limited to, the following: (1) site preparation methods; (2) propagule introduction methods; (3) seed and/or container plant list (species and quantities); (4) maps depicting proposed planting layout; (6) plant establishment methods (including, but not limited to, supplemental watering, mulching and plant protection); (7) weed control; (8) evaluation of success; (9) need for and type of remedial measures recommended (if any); (10) monitoring; and (11) schedule of tasks. In addition, the work plan shall include a description and timeline of all other tasks planned to be completed under this Task Order.

All submittals of the work plan shall be in Microsoft Word 2003 or compatible format and shall be made via e-mail. The Cooperator shall submit the plan as a draft for review by the SC and CATR within 30 days of award of this Task Order. The Cooperator shall finalize the work plan to address Navy comments within two weeks of receipt of comments on the draft. The Cooperator shall submit one electronic copy of the final work plan to each representative.

Once approved by the SC and CATR, the Cooperator shall implement all elements of the work plan according to schedule. Changes to the work plan may be made during the period of performance if agreed to in writing by the SC, CATR and Cooperator.

c. QUARTERLY REPORTS

The Cooperator shall submit quarterly reports to document project progress. For each reporting period, the Cooperator shall provide two reports: one for the Seed Collection and Site Selection work and one for the Erosion Control work. Reports shall be submitted electronically via e-mail in Microsoft Word 2003 or compatible format. Quarterly reports shall be submitted to the SC and CATR electronically quarterly throughout the period of performance according to the schedule defined in the work plan.

d. TECHNICAL REPORTS:

1) Deliverables, Draft and Final Reports and Supporting Data Files

The Cooperator shall submit deliverable items as shown in the table below. The final report shall include a detailed description of all work completed under this Agreement, including material and methods, results and an analysis of the results. Photographs, presentation graphics, and any databases produced for the Agreement shall be included. An analysis of the relevancy and application of the work to the other Channel Islands, or the mainland, shall be included in the analysis. Reports shall be included in the format in which they were originally submitted (typically Microsoft Word). All GIS data shall be submitted in compliance with the 2005 NAVFAC document Guidelines for Installation Mapping and Geospatial Data. Other data files shall be Access 2003 compatible format. Draft copies of reports shall not be included in the final report submittal. Reports and data to be included in the submittal shall consist of the work plan, quarterly reports, annual report, presentation graphics (for example, Microsoft PowerPoint presentations), copies of papers submitted for publication, GIS data files, fog drip data files and any additional supporting data files prepared under this Agreement.

2) Summary of Deliverables and Due Dates

Item (Quantity)	Number of copies	Due Date
Health and Safety Plan	Draft – 2 electronic copies Final – 2 electronic copies	Draft – 45 days after award Final – 2 weeks after receipt of comments
Work plan	Draft – 2 electronic copies Final – 2 electronic copies	Draft – 45 days after award Final – 2 weeks after receipt of comments
Quarterly reports	2 electronic copies	90 days after award and quarterly thereafter throughout period of performance
Technical report	Draft – 2 electronic copies Final – 4 hard copies and 4 electronic copies	Draft – 30 days after completion of all field and lab work Final – 3 weeks after receipt of comments
Compilation of deliverables	4 electronic copies	Within 2 weeks of completion and acceptance of all tasks

8. HEALTH AND SAFETY

This section describes in general terms, the minimum Cooperator health and safety requirements associated with the contract. The Cooperator shall prepare, implement, and enforce for each site described in contract task orders, an Accident Prevention Plan (APP) with appropriate appendices (e.g. Site Health and Safety Plan [SHSP] for hazardous waste site cleanup operations, etc.) for the specific work and hazards of the contract in accordance with the pertinent requirements of the US Army Corps of Engineers, Safety and Health Requirements Manual, EM 385-1-1 of 3 November 2003, or latest edition. Detailed site-specific hazards and controls required by Section 14 of the APP include an Activity Hazard Analysis (AHA) as specified in Section 1 of EM 385-1-1 for each activity of the operation. The Cooperator shall ensure that their subcontractors, suppliers, and support personnel follow health and safety provisions.

a. Regulations

The Cooperator's Health and Safety Program and SHSPs shall comply with and reflect the appropriate requirements of the Occupational Safety and Health Administration (OSHA), specifically

29 CFR 1910 (especially 29 CFR 1910.120) and 29 CFR 1926; the US Army Corps of Engineers Safety and Health Requirements Manual, EM-385-1-1, April 1981, revised November 2003 or latest edition; "Navy Installation Restoration Manual," Aug 2006 Edition or latest revision; and any other relevant Federal, State, and local regulations.

b. Implementation

Site Health and Safety Plan (SHSP). For each Contract Task Order, prepare a written SHSP that complies with the respective Contract Task Order. In compliance with the cited regulations under Section 4.2 of this contract, at a minimum, the Cooperator's SHSP shall contain the following elements:

c. Site description and contaminant characteristics.

- 1) Health and safety hazard assessment for each site task and operation.
- 2) Name of the CIH and Site Health & Safety Specialist (SHSS).
- 3) Health and Safety staff organization and responsibilities, including name and telephone number of each responsible person.
- 4) Site specific training, i.e., beyond the initial training.
- 5) Site-specific medical surveillance parameters to include the drug testing policy and program.
- 6) Personal protective equipment (PPE) to be used, limitations, inspection procedures, and establishment of action levels for upgrades and downgrades of PPE.
- 7) Frequency and types of monitoring and sampling, plans, techniques, and instrumentation, including air (on-site and perimeter), heat and cold and stress, noise, and chain of custody for samples.
- 8) Health and Safety work precautions and procedures; including MSDS, pre-entry briefings and subcontractor control.
- 9) Site control measures.
- 10) Personnel hygiene and decontamination facilities and procedure.
- 11) Equipment decontamination facilities and procedures.
- 12) On-site first aid and emergency procedures and equipment.
- 13) Emergency response plan and contingency procedures (on-site and off-site).
- 14) Logs, reports, and record keeping.
- 15) On-site work plans
- 16) Communication procedures.
- 17) Spill containment procedures.
- 18) Confined space procedures, including the following requirements.
 - a. Work in Confined Spaces:
 - i. Confined spaces include but are not limited to, storage tanks, process vessels, pots, silos, vats, degreasers, reaction vessels, boilers, ventilation and exhaust ducts, sewers, tunnels, underground utility vaults, and pipelines. The Cooperator shall comply with the requirements in Section 06.I of USACE EM 385-1-1, OSHA 29 CFR 1910.146 and OSHA 29 CFR 1926.21(b)(6). Any potential for a hazard in the confined space requires a permit system to be used.
 - ii. Entry Procedures. Prohibit entry into a confined space by personnel for any purpose, including hot work, until the qualified person has conducted appropriate tests to ensure the confined or enclosed space is safe for the work intended and that all potential hazards are controlled or eliminated and documented. (See Section 06.I.06 of USACE EM 385-1-1 for entry procedures.) All hazards pertaining to the space shall be reviewed with each employee during review of the AHA.
 - iii. Forced air ventilation is required for all confined space entry operations and the minimum air exchange requirements must be maintained to ensure exposure to any hazardous atmosphere is kept below its' action level.
 - iv. Sewer wet wells require continuous atmosphere monitoring with audible alarm for toxic gas detection.

- b. **Qualified Person.** Safety requirements for entry into confined spaces shall be determined by a qualified person. The qualified person making these determinations shall be designated by the Cooperator, in writing, as capable (by education or specialized training) of anticipating, recognizing, and evaluating employee exposure to hazardous substances or other unsafe conditions in a confined space. The qualified person shall be capable of specifying necessary control and protective action to ensure worker safety. Where requirements involve hot work on existing fuel storage or fuel distribution systems, a National Fire Protection Association (NFPA) certified marine chemist shall provide a Safe For Hot Work certification in accordance with NFPA 306, Control of Gas Hazards on Vessels.

For all Natural and Cultural Resources projects all documents shall be submitted to the NAVFAC Southwest PM, Facilities Engineering and Acquisition Department (FEAD)/Resident Officer in Charge of Construction (ROICC), and Command Safety Officer to review and provide comments.

A copy of the Cooperator's APP/SHSP/AHA shall be delivered to the CATR prior to start of field activities on each contract task order. The Government reserves the right to require the Cooperator to make changes in their APP/SHSP/AHA and operation as necessary to ensure the health and safety of persons on or near the site.

d. Accident Prevention Plan (APP)

The Cooperator shall use a qualified person to prepare the written site-specific APP. Prepare the APP in accordance with the format and requirements of USACE EM 385-1-1. Cover all paragraph and subparagraph elements in USACE EM 385-1-1, Appendix A, "Minimum Basic Outline for Accident Prevention Plan". The APP shall be job-specific and shall address any unusual or unique aspects of the project or activity for which it is written. The APP shall interface with the Cooperator's overall safety and health program. Any portions of the Cooperator's overall safety and health program referenced in the APP shall be included in the applicable APP element and made site-specific. The Government considers the Cooperator to be the "controlling authority" for all work site safety and health of the subcontractors. Cooperators are responsible for informing their subcontractors of the safety provisions under the terms of the contract and the penalties for noncompliance, coordinating the work to prevent one craft from interfering with or creating hazardous working conditions for other crafts, and inspecting subcontractor operations to ensure that accident prevention responsibilities are being carried out. The APP shall be signed by the person and firm (senior person) preparing the APP, the Cooperator, the on-site superintendent, the designated site safety and health officer and any designated CSP and/or CIH.

9. GOVERNMENT FURNISHED RESOURCES

The Government will suitable work space on San Clemente Island, with access to at least the following equipment: (a) desk, chair, storage shelves, and file cabinets, (b) computer, with monitor, keyboard, and mouse, and printer (at or adjacent to the work space), (c) copy and fax machines, and (d) telephone.

In addition, the Government will make the following specific resources available to the Cooperator as described below:

10. SCI OPERATING PROCEDURES

a. Airfield Services

- 1) Personnel must have appropriate (4790/102b or government) license to operate equipment.
- 2) For fuel information and support equipment availability contact the line division leading chief at (619)524-9247 or 524-9127/9228.
- 3) No hangar space is available for maintenance.

- 4) Personnel requiring access to the airfield are required to complete an Airfield Vehicle Operators Indoctrination Course (AVOIC). The AVOIC may be scheduled by contacting Air Operations at (619) 524-9246 or (619) 524-9236.

b. Air Traffic Control

Detailed information concerning Air Traffic Control Services (ATCS), Airfield Lighting and requests for extended field hours, extensive support or services outside of normal working hours must be submitted to the Air Operations Officer at least 72 hours in advance.

Points of Contact:

ATCFO: (619)524-9000

Office: (619)524-9246

Radar: (619)524-9307

c. Base Security. Security can be contacted at (619)524-9214.

- 1) Vehicle Code. All motor vehicle operators must have a valid state driver's license and military or Naval Base Coronado (NBC) issued ID with them while driving. The cooperators shall assume that they will have to provide their own vehicle while performing work on SCI. The cooperators shall coordinate transportation with the CATR.
- 2) Speed Limits. Maximum speed anywhere on the island is 35 mph unless otherwise posted. Maximum speed limit on any unpaved road is 20 mph.
- 3) Traffic Court. If issued a citation for any traffic violation, points will be assessed against your driving record or an LA County Magistrate Ticket will be issued. To contest a citation based on points, you must report to traffic court, which is held every 2nd & 4th Wednesday for each month at 0900 in the Medical Building. Contact Medical at (619)524-9356 for more detailed information. If issued an LA County Magistrate Ticket you will have to pay the ticket or appear in an LA County Court to contest the ticket.
- 4) Accidents. If involved in any accident, immediately notify Security at (619)524-9214. Refrain from moving the vehicle(s) until security arrives.
- 5) Road. All Heavy/Tracked vehicles over the established 15K lb rating are limited to the established MTRV/AMVR trail, paralleling Ridge Road. Deep ruts are in the immediate vicinity of the road shoulder in some areas. Vehicles that run off the road and into these ruts may incur severe damage. All dirt ancillary roads are off limits at night and during seasonal heavy rains, unless authorized by the Officer-in-Charge.

d. Billeting

- 1) Contact the SCI Billeting office at DSN: 524-9202 or Commercial: (619)524-9202 or (619)313-2474.
- 2) Travel card/credit cards will be required to establish reservations.
- 3) Commands authorized the use of permanent party berthing must remember that there is no housekeeping available and must pass a room inspection prior to checking out. Personnel are required to supply their own cleaning gear and toiletries.

e. Curfew. A curfew has been imposed to ensure the safety of personnel.

- 1) CBH: Personnel are not allowed in rooms of the opposite sex unless relative of permanent party member between the hours of 2200-0500 Sun-Thurs and 2330-0500 Fri-Sat.
- 2) Driving: Vehicular travel is prohibited outside the Wilson Cove area between sunset and sunrise, unless authorized by the Officer-in-Charge or carrying out official business. Authorized personnel will notify Security at (619)524-9214 prior to upon and completion of traveling during hours of darkness.

- 3) Walking: Pedestrian foot traffic is prohibited between 2359 to 0500 unless authorized by the Officer-in-Charge. Authorized personnel will notify Security at (619)524-9214 prior to and upon completion of traveling during hours of darkness and will never travel alone.

f. Environmental and Natural Resource Programs. SCI is home to several endangered or threatened animal and plant species. Environmental issues are the responsibility of all personnel and infractions can be costly to organizations that do not conform to SCI biological and cultural constraints. Ensure your SCI government sponsor informs you of issues within your training or work area. For more information contact the Natural Resources Office (NRO) on Island Manager at 524-9022.

- 1) Do NOT feed any animals, especially the foxes or feral cats. To prevent accidental feeding, all trash, food waste and training refuse will be disposed of properly in animal proof containers.
- 2) No driving off-road unless it is in a designated training area, for training purposes. Off-roading could result in the destruction of endangered plants or animal habitats and/or could result in erosion issues.
- 3) Do NOT remove any archaeological materials.

Note: If you hit an animal, damage a plant, run off of a road, or see someone else violate any of these environmental regulations, it is your responsibility to REPORT the incident(s) to Security IMMEDIATELY. Organizations that cause damage to archeological, sites sensitive vegetation, or wildlife, will be held financially responsible for any remediation measures.

g. Fire Alarm and Fire Reporting Procedure. For emergencies call 4-9911.

h. Fuel Use

1) Government. Prepare a DD 1149 or a funding document with the following information: Unit Identification Code (UIC), activity name, POC information, fund, signal, and Department of Defense Address Code (DODAC). The form can be faxed to Air Ops Fuel Distribution office, 619-524-8838 or 619-545-8841. Bulk or mobile fuel requirements must be requested from the Public Works Center (PWC) Transportation Supervisor at 524-9160/9161. The delivery driver will prepare documentation.

2) Military Contractors. Submit a Fuels Purchase Agree (FPA) found on web site <http://www.desc.dla.mil/DCM/Files/FPA%201122%2018%20Jun%2007.doc> and a company letterhead memorandum with your assigned contract number to:

Defense Logistics Agency
Defense Energy Support Center
Building 16241-K
2261 Hughes Avenue, Ste 128
Lackland AFB, TX 78236-9828

SUBJECT: Authority to Use Government Supply Source;
Purchasing Defense Energy Support center (DESC)
Owned Fuel

3) If you have any questions pertaining to this request, contact (210)925-4887 or Fax: (210)925-9520. This process can take up to thirty-days, so plan accordingly.

4) Department of Defense (DOD) Personnel should utilize Military Interdepartmental Purchase Request (MIPR) funds using DD Form 448. The form should be faxed to commander navy Region Southwest (CNRSW), at (619)532-1184. Contact CNRSW at (619)532-3090 for any information or questions.

5) Other Navy Departments (active duty) should use NAVCOMPT 2275 form and fax it to CNRSW, at (619)532-1184. Contact CNRSW at (619)532-3090 for any information or question.

i. Mandatory in Brief. A mandatory brief is required for all personnel on SCI.

- 1) Unexploded Ordnance (UXO).
- 2) Environmental Awareness do's and don'ts. Watch NRO DVD.
- 3) Safety protocols for SCI.
- 4) Training/operating/maneuvering boundaries and restrictions.
- 5) Supporting infrastructure and recreation.
- 6) Contact & SCI Government Sponsor information.

j. Medical Requirements. SCI is an isolated location with a small Branch Medical Clinic (BMC) and no doctors available.

- 1) Personnel with existing medical conditions are required to provide a list of medications to BMC.
- 2) Pregnant personnel are not authorized on SCI after 20-weeks. If coming to SCI before the 20-week period, inform BMC when you are on island and when you will be departing.
- 3) Report any medication allergies to BMC.

Note: In the event of an emergency or accident, medical will need this information to provide proper treatment.

k. Mess Requirements.

- 1) Meals are paid for prior to consumption. For current costs of each meal contact Galley Core at 524-9197.
- 2) Notify the Galley Manager two weeks in advance with the total number of personnel and dates that the galley will be utilized.
- 3) Special hot or cold meals (Box Meals) are available upon request through the Island Operations Officer. A minimum of 24-hours advance notice is required and payment is due when the meals are ordered.
- 4) Clean and proper uniform/civilian attire will be worn at all times. NO shower shoes/sandals, tank tops or undershirts worn as outer garments, physical training (PT) gear, or hats.
- 5) Phone numbers for the Galley CORE and manager DSN: 524-9197, commercial: (619)524-9197 or (619)313-2464 (leave a message) or FAX (619)524-9381.

Note: Personnel operating the dining facility will refuse admittance to personnel not properly attired.

l. Military Working Dogs. Per references (a) and (b) the only authorized dogs on SCI are law enforcement/Military dogs: e.g. drug, bomb, security dogs and proper permission is MANDATORY from the OIC: call 619-545-9131. Advanced notification and prior permission in accordance with reference (a), is MANDATORY prior to transporting dogs to SCI. Law Enforcement, Island Operations or the Command Duty Officer (CDO) should be informed early during planning stages. No pets or other dogs are allowed on SCI.

m. Navy Contracted Air Services.

- 1) The SCI contract airline is set in place to provide transportation of Active Duty Military Personnel assigned to SCI and Civilian employees who are hired to work on SCI. Remaining seats are available on a Space "Available" basis. This is not a cargo plane and is not to be used or substituted as a troop carrier. For groups requiring transportation for 10 or more personnel it is recommended that alternate means of air transportation be acquired.

Information regarding civilian aircraft landing permits may be obtained through the Air Operations Officer 524-9000.

- 2) A maximum of 20 pounds per passenger is allowed. Passengers with baggage that weighs more than 20 pounds but is 40 pounds or less, the excess baggage will be sent to the island on a Space Available basis. However, there is not an overnight baggage storage area, at either SCI or North Island (NI) terminal, for bags that do not make it onto a flight. No single bag is allowed to weight more than 20 pounds. To schedule a flight contact the Air Terminal at (619)524-9182/83. Flights are NOT intended for movement of cargo or troops.
- 3) Uniform of the day is required for military and proper civilian attire is permissible for civilians. Open-toed shoes/sandals are not allowed. Transportation of
- 4) hazardous/dangerous materials is not allowed. No aircrew survival pyrotechnics are authorized.
- 5) The maximum allowable size of ice chests is 48 quarts.
- 6) All support/test equipment must be sent via the supply barge.
- 7) Civilian contractors, that will be performing duties on SCI for an extended period of time, should contact their on island representative to assist them with setting up their own authorized web account which will allow for scheduling of flights for employees working under that contract.

Note: For additional information contact the Air Terminal Manager at (619)524-9229.

n. NAVFAC PWC-SW Public Works Support: DOD and Military Units

- 1) For Naval Facility (NAVFAC) PWC-SW support on SCI (transportation, maintenance, and utilities), establish a DD Form 2275 funding document specify that you want to establish an Emergency Service Account for Labor and Material on board SCI. Marines use a MIPR. Contractors use a Company Check.

Send your funding document/MIPR or Contractors Company Check to:
Commanding Officer
Naval Facilities Engineering Command, Southwest
Attn: NWCF Financial Management
1220 Pacific Highway
San Diego, CA 92132-5190
Fax: (619)532-4085/2490 Phone: (619)532-3488

- 2) NAVFAC PWC-SW Maintenance Support. For maintenance requirements, contact Maintenance Foreman, at DSN: 524-9174 or Commercial: (619)524-9174.
- 3) NAVFAC PWC-SW Facilities Support. Contact Utilities Foreman, at DSN: 524-9224 or commercial: (619)524-9224.
- 4) Transportation Support. For transportation needs, contact SCI Transportation Foreman, at DSN: 524-9160/9161 or Commercial: (619)524-9160/9161.
- 5) Porta-A-Jons. Your organization will need to establish a DD Form 2275 funding document. Specify that you want to establish an Emergency Service Account for Labor and Material on board SCI. Marines use a MIPR. Contractors use a company check.

Send your funding document/MIPR or Contractors company check to:
Commanding Officer

Naval Facilities Engineering Command, Southwest
Attn: NWCF Financial Management
1220 Pacific Highway
San Diego, CA 92132-5190
Fax: (619)532-2490 Phone: (619)532-3706

- 6) Crane & Rigging. Contact Naval Base San Diego (NBSD) NAVFAC PWC-SW Crane Operations Supervisor, at (619)556-7619. Separate DD 2275 Forms are required for each specific transaction, e.g., vehicles, crane or tractor service.

o. Off Limit Areas

- 1) The fuel farm, Space and Naval Warfare (SPAWAR) facilities south of the fuel farm and SPAWAR facilities at Nots Pier.
- 2) Unauthorized vessels may not enter restricted waters within three nautical miles, from the fuel farm to Nots Pier and the north end of the island in the vicinity of the Mout. Diving, swimming, or fishing, is not authorized in these restricted areas.
- 3) West Shore from the sand dunes south to Seal Cove, to include Eel Point, Lost Point, and the Seal Rookery. All digging or unearthing activities are prohibited to all personnel at all times, except by written consent of the Officer in Charge.
- 4) The Sand Dunes, an area of shifting sands on the northwestern shore of the island, are off-limits to all personnel at all times, except by written consent of the Officer in Charge.
- 5) All facilities at Mount Thirst.
- 6) The Shore Bombardment Area (SHOBA) is off limits to all personnel, except during officially scheduled events.
- 7) The magazine area is approximately a half mile southwest of the VC-3 area. All camping, pyrotechnics, fires, and ordnance usage is prohibited within 100 feet of the perimeter fence. Permission to pass through this area must be obtained from Security and NALF Weapons.
- 8) Basic Underwater Demolition/SEAL (BUDS) Camp and Maritime Operations (MAROPS) are off-limits to all personnel at all times, except at the invitation of BUDS and MAROPS personnel, or if permission has been obtained by Security.

Note: Only personnel on official business that have the permission from Range Operations or the specific permission of the Officer-in-Charge, San Clemente Island may drive beyond the signs that restrict access to range training areas, Personnel must stay on existing roads and maintain radio communications with Range or Island operations. Any intrusive or ground disturbing activities, including driving off-road, will be conducted only as authorized by the Officer in Charge, SCI.

p. Recreation

- 1) Fishing is authorized at SCI with a valid California fishing license and by obeying all state fishing regulations. Lobster fishing requires a specialized license that is only authorized during the official state of CA season. For more info contact Island Ops.
- 2) There is no hunting of any kind on SCI.
- 3) Last call at the Salty Crab is 2230. All patrons are required to be off the property by 2300. Proper attire is required and no uniforms will be worn after 2000 unless on a duty status. All patrons must be 21 in order to drink alcohol and no alcohol is permitted to leave the building.

Visiting commands are required to provide two uniformed shore patrol for every ten patrons from their command and must report to security.

- 4) For further information contact Morale Welfare Recreation (MWR) at (619)5224-9143.

q. SCI Barge Operations

- 1) Prepare two DD 1149 forms (one to and one from SCI). The DD 1149 should include: Transportation Account Code (TAC), DODAC, requisition number; description of cargo, total weight, square footage, and POC at destination (SCI or San Diego), to include Name and Phone Number. The document must be signed by the TAC Code Manager or designated representative. Fax the completed DD 1149 to Mr. Billy Mills, NALF/SCI Logistics Supervisor, at (619)524-9155. Billy Mills' DSN number is 524-9156 and his commercial numbers are (619)524-9156 or (619)313-2477.
- 2) Materials must be delivered to Pier 14, Naval Station San Diego, on Tuesday by 0800 for shipment to SCI via the barge. All material shipped from SCI to Naval Base San Diego must be picked up at pier 14, no later than (NLT) 1400; the completion of the barge offload on Thursday.
- 3) All other arrangements must be cleared with Mr. Billy Mills.

r. Ship's Store Division

- 1) Ship's Store Division operates:
 - a. The Retail Store (located in Bldg. 60127) – Cash purchases only.
 - b. The Barbershop (located in Bldg. 60101)
 - c. Change machines
 - d. The Automated Teller Machine (ATM) (located outside of the ship's store) - \$1.00 surcharge per transaction (maximum transaction is \$100.00).

Note: If phone service is interrupted the ATM will not work, so ensure that you have plenty of cash (ATM machine is not refilled every day).

- 2) The barbershop provides free haircuts to all active duty personnel on island. The sign-up sheet is located at the Ship's Store.
- 3) Beer is sold at the ship store, limit is two six packs per customer per day. Must provide valid ID and be 21 years of age or older.
- 4) For more information contact the Ship's Store Officer at (619)514-9146.

s. Waterfront / Pier Operations

- 1) Prior approval to moor or anchor and stage or store (equipment, vehicles and/or boats) in Wilson Cove, will be granted only by the Island Operations Officer (619)524-9121.
- 2) Vessels with prior approval, will contact the Waterfront Supervisor via marine band radio on channel 06 or 16 (Call Sign, "Control Bravo"), and request permission to approach and enter Wilson Cove.
- 3) During barge days (typically Wednesdays) the pier area is secured to all unnecessary personnel.

t. Training Area Range

- 1) FACSFACINST 3550.1 series instruction, Range User Manual (RUM), is the source document for range operations. All users will be on the Southern California Offshore Range (SCORE) schedule to use Shore Bombardment Area (SHOBA).
- 2) Prior to issuing key/s SCI Security will verify that personnel are on the SCORE schedule. Only then will personnel be issued a SHOBA key for their day/night event.
- 3) Keys must be returned to Security NLT 1 hour after their range event is finished. If keys are not returned and counted prior to commencing the next event, it will be cancelled
- 4) No SHOBA keys will be kept overnight or over consecutive days, without the explicit permission of the Range Manager. The range or Range Safety Officer, (RSO) will verify the range is cold and notify the range manager.
- 5) Emergency events – emergency first responders may enter SHOBA, but will need to contact the range manager and verify that range is cold before entering SHOBA. With NO EXCEPTIONS.

Note: All inquiries relating to the use of any ranges must be made to SCORE at area code (619): 313-2339, 313-2450, 313-2451, and coordinated with Island Operations prior to conducting the activity in order to ensure that all range users are aware of activities occurring within each range and that no conflicts occur.

u. SCI Contact Information

FIRE, MEDICAL or SECURITY EMERGENCY CALL 4-9911

Officer in Charge	619-524-9131
Air Operations Officer	619-524-9000
Island Operations Officer	619-524-9121
Administrative Officer	619-524-9129
Security Officer	619-524-9099
Security Dispatch	619-524-9214
Explosive Safety Officer	619-524-9135
FEDFIRE Battalion Chief	619-524-9210
FEDFIRE Sta. 10 (Wilson)	619-524-9212
FEDFIRE Sta. 11 (Airfield)	619-524-9199
FEDFIRE Sta. 11 Captain	619-524-9338
Weapons Officer	619-524-9130
Waterfront Officer	619-524-121
Waterfront Watch	619-524-9331/9222
Air Terminal Manager	619-524-9229
Air Terminal (SCI)	619-524-9182
Air Terminal (NBC)	619-545-6350
Airfield Services LCPO	619-524-9247
Air Traffic Control	619-524-9246/9307
Financial Assistant	619-524-9132
Barge Operations	619-524-9156
Ship's Store Officer	619-524-9159/9146
Billeting Officer	619-524-9202/9204
PWC Maintenance Support	619-524-9174
PWC Facilities Support	619-524-9224
PWC Transportation Support	619-524-9160/9161
PWC After Hours Emergency	619-524-9223

MWR Representative	619-524-9143
Facilities Mgmt Liaison	619-524-9473
SCI Range Manager	619-524-9112
Ass't SCI Range Manager	619-524-9112
Environmental/Natural	619-524-9022
Command Duty Officer	619-571-9512

v. SCI Facility Business Hours

AIR FIELD:

Mon-Thu	0600-1800
Fri	0800-1600
Sat/Sun/Holidays	Closed

Galley:

Breakfast: Mon-Fri	Sat/Sun/Holiday
0545-0700	0700-0900

Brunch: 1030-1200

Lunch: Mon-Thur	Fri	Sat/Sun/Holiday
1030-1230	1100-1230	(Brunch)

Dinner: Mon-Thurs	Fri	Sat/Sun/Holiday
1630-1800	1700-1800	1700-1800

Gas Station:

Mon	1100-1200
Tues-Thur	0700-0800
	1100-1200
Fri	0700-0800
Sat/Sun/Holidays	CLOSED

Diesel Station:

Mon	1300-1400
Tues-Thur	0800-0900
	1300-1400
Fri/Sat/Sun/Holidays	CLOSED

Ship's Store:

Mon-Fri	1000-1200
	1300-1600
	1700-1730
Sat	1200-1600
Sun/Holidays	1300-1500

Barbershop:

Tuesday	1300-1500
---------	-----------

Salty Crab Club:

Mon-Sun	1600-2300
---------	-----------

Car Wash:

Wed, Fri	0700-0900
Tue, Thursday	1200-1400

Gym:

Open until 2400/7 days per week.

11. SPECIAL REQUIREMENTS

a. Stipulations

- 1) The Cooperator shall minimize impacts to plant communities and sensitive wildlife during all aspects of work done under this Task Order. In addition, the Cooperator shall take precautions to avoid spreading seed of invasive exotic plant species. This shall include visual inspection of clothing (especially footwear), vehicles, and equipment, followed by removal and appropriate disposal of seeds and accumulated soil prior to arriving on SCI and prior to moving between different work locations, especially when leaving areas heavily infested with invasive exotic plants.
- 2) Statement of Awareness and Release Forms must be signed by the Cooperator and deposited with the Operations Manager, Natural Resources Office, Environmental Department (N4515), Commander, Navy Region Southwest, ASW, 33000 Nixie Way, San Diego, CA 92147-5110, telephone (619) 532-2761, prior to visiting San Clemente Island. Forms may be obtained from the Operations Manager.
- 3) The Cooperator shall provide next-of-kin information to the SCI Operations Manager and keep the information current throughout the period of performance. Forms may be obtained from the SCI Operations Manager.
- 4) The Cooperator shall comply with applicable federal, state and local environmental laws and regulations.
- 5) While on San Clemente Island, the Cooperator shall abide by all applicable rules and regulations issued by the Officer-in-Charge, San Clemente Island and the Commanding Officer, Naval Air Station, North Island. In addition, the Cooperator may be subject to inspections for contraband while on Government property.
- 6) The Cooperator must provide evidence of insurance, required by California state law, for each vehicle used at San Clemente Island. The Cooperator must possess valid state driver's licenses to operate motorized vehicles at San Clemente Island.
- 7) The Cooperator shall not respond to any inquiries about this Task Order from the news media, governmental organizations, or special interest groups during the term of this Task Order unless he or she has first consulted with the Navy and a determination has been made that the California Public Records Act, California Government Code §6250, et seq., is applicable and no exemption exists under the federal Freedom of Information Act or other federal or state law or regulation, which would exempt the records from disclosure under the Government Code, including, but not limited to §6254(k). All inquiries shall be directed to the Public Affairs Officer, Naval Base, Coronado, San Diego, California, 92135, telephone (619) 545-8167 via the Technical Representative.
- 8) The Cooperator shall obtain identification badges for all personnel authorizing them to access both NAS North Island and NALF San Clemente Island. Identification badges must be carried at all times while on Government property and must be returned upon termination of this Task Order. In addition, the Cooperator shall obtain vehicle passes for all vehicles used to complete the specification of this Task Order. Obtaining identification badges and vehicle passes must be completed between 0730 to 1200 hrs and can take the entire morning.

- 9) The Recipient shall inform the SC in writing/via email (cc provided to the CATR), any unusual animal or plant species observed while conducting surveys in the field (e.g. species which are federally listed or are State of California Species of Special Concern). Information should include (1) location, (2) date, (3) time and (4) any detailed facts regarding the sighting.

b. Restrictions

- 1) The primary use of San Clemente Island is for its military mission. Without prior notice, designated areas may become closed to the activities of the Cooperator. In some cases, due to operations or other circumstances, it may be necessary to deny the Cooperator access to the island for short periods of time. In such cases, the Cooperator will be provided notification as soon as possible.
- 2) Due to the classified nature of the activities at San Clemente Island, only those areas directly associated with the specifications of this Task Order may be visited. Restricted areas will only be entered by special permission. Only photographs of Task Order-related activities will be permitted.
- 3) Gates have been installed on various roads. When closed, they are not to be ignored or circumvented for any reason. If work is required behind a locked gate, contact the Natural Resource Office Operations Manager (619) 532-2761 immediately.

12. DATA AND PUBLICATION

a. This Cooperative Agreement is subject to, and Recipient shall comply with, 32 CFR Subpart 32.6 concerning "Intangible Property," which includes use of research data. Any information or data protected by federal law will be identified by the Government prior to being provided to Recipient and the Government will notify the Recipient in advance of applicable limitations on such information. Except as to information so identified and limited, there are no restrictions on reporting or publishing reports based upon the fundamental research that is the subject of this Cooperative Agreement.

The Federal Government has the right to obtain, reproduce, publish or otherwise use the data first produced under this Agreement and authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. The DoN acknowledges and agrees that the Recipient's fundamental consideration in performing the research under this Agreement shall be Recipient's right to publish the results of such research for academic and scientific purposes. The Recipient shall submit, for review and comment, any proposed professional, scientific or non-scientific report, paper or note published or unpublished or be part of any technical or non-technical presentation or be provided to anyone not a party to this Agreement to the DoN thirty (30) days prior to the submission of the work mentioned above.

b. The acknowledgements for any paper or presentation resulting from this work shall include the following statement: "This research was funded by the Department of the Navy on behalf of Naval Air Weapons Station China Lake."

c. Any publications resulting from this work shall be provided at no cost to the Department of the Navy in quantities jointly determined by the Department of the Navy representative and the Recipient at the time of publication.

d. The Recipient shall be responsible for ensuring all personnel participating in activities under this Agreement have read and acknowledged the DATA AND PUBLICATION provisions of this Agreement.

13. RELEASE OF INFORMATION

The Recipient shall not respond to any inquiries about this Cooperative Agreement from the news media or non-governmental organizations or other persons during the term of this Cooperative Agreement unless it has first consulted with the Government and a determination appropriately made by the cognizant Government representative concerning release of information pursuant to the authority (Federal or State) cited by the requester. All inquiries shall be directed to the Public Affairs Officer and Public Affairs Officer at NAVFAC SW through the CATR.

14. HOLD HARMLESS

a. The Government shall not be responsible for the loss of or damage to property of the Recipient and/or his/her representatives, or for personal injuries to the Recipient and/or his/her representatives arising from or incident to the use of government facilities or equipment. Recipient shall indemnify, hold harmless, defend and save Government harmless and shall pay all costs, expenses, and reasonable attorney's fees for all trial and appellate levels and post-judgment proceedings in connection with any fines, suits, actions, damages, liability and causes of action of every nature whatsoever arising or growing out of, or in any manner connected with, the occupation or use of Government Premises by Recipient, its employees, servants, agents, guests, invitees, and contractors. This includes, but is not limited to, any fines, claims, demands and causes of action of every nature whatsoever that may be made upon, sustained or incurred by the Government by reason of any breach, violation, omission or non-performance of any term, covenant or condition hereof on the part of the Recipient, its employees, servants, agents, guests, invitees, or contractors. This indemnification also applies to claims arising out of the furnishings of any utilities or services by the Government or any interruption therein or failure thereof, occasioned by the negligence or lack of diligence of Recipient or its respective officers, agents, servants or employees. However, this indemnity shall not extend to damages due to the sole fault of the Government or its employees, agents, servants, guests, invitees or contractors. This covenant shall survive the termination of this Cooperative Agreement.

b. In the event of damage, including damage by contamination, to any Government property by the Recipient, its officers, agents, servants, employees, or invitees, the Recipient, at the election of the Government, shall promptly repair, replace, or make monetary compensation for the repair or replacement of such property to the satisfaction of the Government.

15. INSURANCE

a. At the commencement of this Cooperative Agreement, the Recipient shall obtain, from a reputable insurance company or companies satisfactory to the Government, comprehensive general liability insurance. The insurance shall provide an amount not less than a minimum combined single limit of \$1,000,000.00 for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, property damage or both, suffered or alleged to have been suffered by any person or persons resulting from or related to the presence or operations of the Recipient, its employees, agents or contractors under this Cooperative Agreement. The Recipient shall require the insurance company or companies to furnish the Government with a certified copy of the policy or policies, or certificates of insurance evidencing the purchase of such insurance. Each policy of insurance required under this Paragraph shall contain an endorsement reading as follows:

"The insurer waives any right of subrogation against the United States of America which might arise by reason of any payment made under this policy."

b. All insurance required of the Recipient hereunder shall be in such form, for such periods of time and with such insurers as the Government may require or approve. All policies or certificates issued by the respective insurers for public liability and property insurance shall name the United States of America as an additional insured, and shall provide that no cancellation, reduction in amount or any material change in coverage thereof shall be effective until at least 30 calendar days after receipt by

the Government of written notice thereof, regardless of any prior act or failure to act or negligence of the Recipient or the Government or any other person concerning such amount or change in coverage.

c. The Recipient at its sole cost and expense, may insure its activities in connection with this Cooperative Agreement by maintaining a program of self-insurance that complies with the requirements of this Section M, including coverages specified in Attachment B hereof. Recipient shall also provide a copy of the exempting statute cited in support of its claim of self-insurance pursuant to Section 2 of Attachment B to this Cooperative Agreement. (The self-insurance clause is applicable only to appropriate state and local governments and qualifying institutions of higher education who provide evidence of a self-insurance program in accordance with this Section and Attachment B, Section 2.)

d. During the entire period the Cooperative Agreement shall be in effect, the Recipient shall require its contractors or agents or any contractor performing work at the Recipient's or agent's request on the affected Government Premises to carry and maintain the insurance required below:

“Comprehensive general liability insurance in the amount of 1,000,000.00.”

e. The Recipient and any of its contractors or agents shall deliver or cause to be delivered promptly to the Cooperative Agreement Administrator, a certificate of insurance or a certified copy of each renewal policy evidencing the insurance required by this Cooperative Agreement and shall also deliver no later than thirty (30) calendar days prior to expiration of any such policy, a certificate of insurance evidencing each renewal policy covering the same risks.

f. In the event that any item or part of the premises or facilities shall require repair, rebuilding, or replacement resulting from loss or damage, the risk of which is assumed under this Section N, the Recipient shall promptly give notice thereof to the Government and, to the extent of its liability as provided in this Section N, shall, upon demand, either compensate the Government for such loss or damage, or rebuild, replace or repair the item or items of the premises or facilities so lost or damaged, as the Government may elect. If the cost of such repair, rebuilding, or replacement exceeds the liability of the Recipient for such loss or damage under this Section N, the Recipient shall effect such repair, rebuilding, or replacement if required so to do by the Government, and such excess of cost shall be reimbursed to the Recipient by the Government. In the event the Recipient shall have effected any repair, rebuilding, or replacement which the Recipient is required to effect pursuant to this Section N, the Government shall direct payment to the Recipient of so much of the proceeds of any insurance carried by the Recipient and made available to the Government on account of loss of or damage to any item or part of the premises or facilities as may be necessary to enable the Recipient to effect such repair, rebuilding or replacement. In event the Recipient shall not have been required to effect such repair, rebuilding, or replacement, and the insurance proceeds allocable to the loss or damage which has created the need for such repair, rebuilding or replacement have been paid to the Recipient, the Recipient shall promptly refund to the Government the amount of such proceeds.

16. PAYMENTS

a. Partial payments equal to the amount of work accomplished may be made quarterly during the field work portion; after submittal of the draft report; and after receipt of the final report.

b. The final payment of 20 percent of the Cooperative Agreement overall value shall be paid when the final report and all other submittals listed in Section I have been received and accepted by the CATR.

c. Any requirement for the payment or obligation of funds, under the terms of this Agreement, shall be subject to the availability of appropriated funds, and no provision herein shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 USC §1341 et seq.

Nothing in this Agreement shall be construed as implying that Congress will, at a later time, appropriate funds sufficient to meet deficiencies.

d. Payments will be made using in accordance with Defense Federal Acquisition Regulation (DFAR) 252.232-7006 Wide Area Work Flow Payment Instruction. See Attachment D for instructions on payment procedures.

17. EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT REPORTING

Section 2(d) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. No. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, (and any modifications to these subcontracts that change previously reported data), the Contractor shall report the following information at <http://www.fsrs.gov> for each first-tier subcontract:

- a) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has one.
- b) Name of the subcontractor.
- c) Amount of the subcontract award.
- d) Date of the subcontract award.
- e) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
- f) Subcontract number (the subcontract number assigned by the Contractor).

- g) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
- h) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
- i) The prime contract number, and order number if applicable.
- j) Awarding agency name and code.
- k) Funding agency name and code.
- l) Government contracting office code.
- m) Treasury account symbol (TAS) as reported in FPDS.
- n) The applicable North American Industry Classification System (NAICS) code.

By the end of the month following the month of a contract award, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for the Contractor's preceding completed fiscal year at <http://www.sam.gov>, if –

- a) In the Contractor's preceding fiscal year, the Contractor received –
 - i. 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
 - ii. \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
- b) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>).

Unless otherwise directed by the Contracting Officer, by the end of the month following the month of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for each first-tier subcontractor for the subcontractor's preceding completed fiscal year at <http://www.fsr.gov>, if

- a) In the Subcontractor's preceding fiscal year, the Subcontractor received –
 - i. 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
 - ii. \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
- b) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>).

If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards. Likewise, if a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards to that subcontractor.

ATTACHMENT A

SELF-INSURANCE REQUIREMENTS FORM

INSURANCE MUST CONFORM TO ALL THE REQUIREMENTS LISTED BELOW PRIOR TO RECIPIENT BEING PERMITTED TO USE OR OCCUPY GOVERNMENT PREMISES OR PROPERTY PURSUANT TO THE COOPERATIVE AGREEMENT

1. PUBLIC LIABILITY AND PROPERTY DAMAGE

a. Required minimum amounts of insurance listed below:

\$	N/A	Fire and Extended Coverage
\$	1,000,000	Third Party Property Damage
\$	1,000,000	Third Party Personal Injury Per Person
\$	1,000,000	Third Party Personal Injury Per Accident

2. SELF-INSURANCE REQUIREMENTS: If your organization is self-insured, please provide evidence of self-insurance which meets or exceeds the insurance liability amounts in Item # 1.

The following information, written on your organization's letterhead, is also required:

- A brief description of your organization's self-insurance program, with reference to statutory or regulatory authority establishing the self insurance program.
- The name and telephone number of your organization's self-insurance program administrator.
- Reference the appropriate military facility and cooperative agreement number.

3. IF YOUR SELF-INSURANCE PROGRAM DOES NOT MEET THE ABOVE MINIMUM REQUIREMENTS:

• Provide evidence of Excess Liability Insurance in the amount necessary to meet or exceed the minimum requirements in Item #1 above.

• The following endorsements are required for Excess Liability insurance policies:

a. "The insurer waives any right of subrogation against the United States of America which might arise by reason of any payment made under this policy."

b. "The Commanding Officer, Naval Facilities Engineering Command San Diego, CA shall be given thirty (30) days written notice prior to making any material change in or the cancellation of the self insurance program."

c. "The United States of America (Department of the Navy) is added as an additional insured in operations of the policyholder at or from the premises licensed/leased from the United States".

d. "This insurance certificate is for use of facilities at NAWS China Lake under this Cooperative Agreement, No. *N62473-14-2-0004*."

4. NOTICE: "RIGHT TO USE" DOCUMENTS WILL NOT BE FULLY EXECUTED UNTIL CERTIFICATE IS RECEIVED WITH PROPER ENDORSEMENTS.

ATTACHMENT B

NON SELF-INSURED REQUIREMENTS FORM

INSURANCE MUST CONFORM TO ALL THE REQUIREMENTS LISTED BELOW PRIOR TO RECIPIENT BEING PERMITTED TO USE OR OCCUPY GOVERNMENT PREMISES OR PROPERTY PURSUANT TO THE COOPERATIVE AGREEMENT

1. PUBLIC LIABILITY AND PROPERTY DAMAGE

- a. Required minimum amounts of insurance listed below:
- | | | |
|----|-----------|--|
| \$ | N/A | Fire and Extended Coverage |
| \$ | 1,000,000 | Third Party Property Damage |
| \$ | 1,000,000 | Third Party Personal Injury Per Person |
| \$ | 1,000,000 | Third Party Personal Injury Per Accident |

2. THE CERTIFICATE OF INSURANCE MUST CONTAIN THE FOLLOWING ENDORSEMENTS:

- a. "The insurer waives any right of subrogation against the United States of America which might arise by reason of any payment made under this policy."
- b. "The Commanding Officer, Naval Facilities Engineering Command, Facilities Engineering Command, shall be given thirty (30) days written notice prior to making any material change in or the cancellation of the policy."
- c. "The United States of America (Dept. of the Navy) is added as an additional insured in operations of the policyholder at or from the premises **licensed/leased** from the United States."
- d. "This insurance certificate is for use of facilities at NAWS, China Lake under this Cooperative Agreement, No. *N62473-14-2-0004*."
- e. Loss, if any, under this policy shall be adjusted with Recipient and the proceeds, at the direction of the Government, shall be payable to Recipient, and proceeds not paid to Recipient shall be payable to the Treasurer of the United States of America."

3. NOTICE: "RIGHT TO USE" DOCUMENTS WILL NOT BE FULLY EXECUTED UNTIL CERTIFICATE IS RECEIVED WITH PROPER ENDORSEMENTS.

ATTACHMENT C

DFARS 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order: **N62473-14-2-0004**

(1) Document type. The Contractor shall use the following document type(s).

NAVY CONSTRUCTION/FACILITIES MANAGEMENT INVOICE

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Issue by and admin DoDAAC is N62473/RAQE0

Pay Official DoDAAC is N68732

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	N68732
Issue By DoDAAC	N68732
Admin DoDAAC	N/A
Inspect By DoDAAC	N62473/RAQE0
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N62473/RAQE0
Accept at Other DoDAAC	N/A
LPO DoDAAC	N62473/RAQE0
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

NAVFAC_SW_RAQE0_inspector@navy.mil

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

NOT APPLICABLE

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)