

**COOPERATIVE AGREEMENT FOR
HABITAT ANALYSIS AND POPULATION SURVEYS
FOR COASTAL CALIFORNIA GNATCATCHER (*Polioptila californica californica*)
at
MARINE CORPS AIR STATION MIRAMAR, CALIFORNIA**

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A. PURPOSE

The purpose of this Cooperative Agreement (Agreement) is to conduct a detailed habitat analysis, presence/absence surveys and nest monitoring for Coastal California gnatcatcher (CAGN) (*Polioptila californica californica*) on Marine Corps Air Station, Miramar, California, herein referred to as the Station. This research will involve field investigations, including the observation and documentation of suitable habitat, CAGN, and an analysis of habitat structure and (possibly) food abundance and diversity within selected use areas.

This Agreement is to produce data, analysis, evaluation, reports, and activities necessary to support the stewardship requirements of the Station in accordance with the Endangered Species Act of 1973 (19 USC 1531 et seq.), Department of Defense Instruction 4715.3 – Environmental Conservation Program, and Marine Corps Order P5090.2A. All work must stand up to professional standards and be scientifically defensible. Data are to be presented in three formats: a written scientific report (both paper and electronic forms); electronic raw data using Microsoft ACCESS or Microsoft Excel software running on IBM AT compatible computers; and Geographic Information System (GIS) formatted data for inclusion in the Station GIS.

B. LOCATION:

MCAS Miramar is located approximately 13 miles north of downtown San Diego and 4 miles east of the Pacific Ocean. The MCAS Miramar property is about 12 miles long from east to west and about 4 miles from north to south encompassing 23,065 acres. The areas covered under this agreement include all suitable habitat for CAGN on the Station and the Lakeside Downs REPI area. The 2013 CAGN surveys determined there was 4,200 acres of suitable habitat on Station. There has not been a CAGN suitable habitat assessment for Lakeside Downs.

C. BACKGROUND:

Surveys for CAGN have been conducted on the Station between 1997 to 2001, 2004, 2007, 2009, and 2013. The 1997 and 2001 surveys were conducted for a study on The Effects of Helicopter Noise on the Coastal California Gnatcatcher at Marine Corps Air Station Miramar (Hubbs-Sea World Research Institute 2006). These surveys identified a minimum of 19 and a maximum of 51 CAGN breeding pair on Station per year during this time period.

The quantity and quality of CAGN habitat on Station was severely altered in the 2003 Cedar Fire. Prior to the Cedar Fire, approximately 4,600 acres of potentially suitable CAGN habitat had been identified on station for surveys in 2004. This habitat consisted of approximately 465 acres of Coastal Sage-Scrub Chaparral, 341 acres of Disturbed Sage-Scrub Chaparral, 1,295 acres of Diegan Coastal Sage-Scrub, and 2,568 acres of Disturbed Coastal Sage-Scrub. The Cedar Fire burned an estimated 17,600 acres of the total 23,015 acres on Station. Refer to Figure 4.2 from the Station Integrated Natural Resource Management Plan at:

<http://www.miramar-ems.marines.mil/Divisions/NaturalResourcesDivision/NaturalResources.aspx>

In 2004, a Station wide CAGN presence/absence survey was conducted and all unburned vegetation was mapped. This survey identified 4,822 acres of unburned vegetation on Station with 1,283 acres of suitable habitat. Biologists identified 21 pairs and 1 lone territorial male CAGN.

In 2007, another Station-wide CAGN presence/absence survey was conducted. Biologists surveyed the Station to verify the extent of potentially suitable habitat identified in 2004 and to determine, whether any additional suitable habitat had reestablished since the Cedar Fire. Areas previously

supporting CAGN habitat that had burned during the 2003 fire were evaluated to determine, if new growth had reestablished sufficiently to warrant survey. Initial assessment identified 1,728 acres of potentially suitable habitat to survey. This initial assessment was field verified and refined during initial surveys. Following refinement of these areas, 1,526 acres of potentially suitable habitat for CAGN were identified and surveyed. Biologists identified approximately 34 CAGN use areas on the Station. This represents 13 additional use areas from those mapped during the 2004 Station-wide surveys.

In 2009 another Station-wide CAGN presence/absence survey was conducted. Sixty-five pairs and 24 un-paired gnatcatchers were found during that study. Gnatcatcher use areas included many patches of vegetation that would not be classified as coastal sage scrub.

In 2013 a Station-wide CAGN presence/absence survey of 4,221 acres was conducted. Forty-three pairs and 14 unpaired gnatcatchers were found during the study. Habitat surveyed in 2013 are supplied in Attachment 1.

2004-2013 CAGN Surveys

Survey Year	Suitable Habitat (acres)	Pairs	Un-paired CAGN
2004	1,283	21	1
2007	1,526	34	N/A
2009	N/A	65	24
2013	4,221	43	14

D. DESIGNATED REPRESENTATIVES

1. The Cooperative Agreement Administrator (CAA) is Reagan Pablo, Contract Specialist, Naval Facilities Engineering Command Southwest, 937 North Harbor Drive, San Diego, CA 92132-5190 telephone (619) 532-1592, and email: reagan.s.pablo@navy.mil.

2. The Cooperative Agreement Technical Representative (CATR) is Cece Dahlstrom, Natural Resources Specialist, Central Integrated Products Team, Naval Facilities Engineering Command Southwest (NAVFAC SW), 937 North Harbor Drive, San Diego, California, 92132-5190, telephone (619) 532-2269, facsimile and email: carol.dahlstrom@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 Station 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 affect any change to this Cooperative Agreement.

3. The Station Representative is Dr. Charles Black, Wildlife Biologist, Environmental Management Department Natural Resources, P.O. Box 452001, Building 6317; San Diego, California 92145-2000; telephone (858) 577-6498, fax (858) 577-4200 email: charles.h.black@usmc.mil

The Station Representative is responsible for providing the CAA, via the CATR, the technical requirements for this Cooperative Agreement’s scope of work specifications. The Station Representative has no authority to make any changes to the Cooperative Agreement only the CAA

may affect any change to this Cooperative Agreement. The Station Representative has no authority to direct or change any work identified in this Cooperative Agreement.

4. The Station Geographic Information System (GIS) Specialist is [Colleen Finch](mailto:colleen.finch@usmc.mil) [colleen.finch@usmc.mil], (858) 577-1088.

5. 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.

6. 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.

E. PERIOD OF AGREEMENT

The proposed period of performance for the Cooperative Agreement consists of an 18-month base period and two (2) 18 month option periods. The end date is the anticipated date that the final report is accepted by the Government. However, the parties may extend the term of the Cooperative Agreement by written modification. Total duration of this agreement, including any option periods shall not exceed 54 months. The exercise of any options are subject to the availability of funds.

A fifteen (15) day period, starting on date of award, will be used for the cooperator to provide preliminary documents to the CAA and CATR. Documents include, but are not limited to, Insurance documents/certificates, Accident Prevention Plans/Site Health and Safety Plans (as applicable), Draft Work Plans, etc. Cooperator may not begin performance until preliminary documents are submitted and accepted/approved as appropriate.

F. COOPERATOR GENERAL REQUIREMENTS

1. The Cooperator shall visit the study area as often as necessary and within the time limits stated below to accomplish the purposes of the agreement as detailed further in this work statement. It is the Cooperator's responsibility to obtain security and entrance clearances and camera passes for himself/herself and his/her personnel into the Station. The Cooperator must comply with all Station security rules, regulations, requirements, and day-to-day operational changes thereto.

2. Due to the complexity of work, the Recipient shall provide a Principal Investigator, Principle Biologist, and field assistants with the following minimum qualifications:

a. The Principal Investigator/Project Manager must have completed a graduate-level degree (MSc required, PhD strongly preferred) in ecology, biology, wildlife biology, zoology or a field related to wildlife sciences from an accredited college or university and the appropriate experience to comply with the requirements of this Agreement.

b. The Principle Biologist must have completed at least a bachelor's degree in ecology, biology, wildlife biology, zoology or a field related to wildlife sciences from an accredited college or university and the appropriate experience to comply with the requirements of this Agreement. The Principle Biologist shall also have strong project management experience, have a minimum of four (4) seasons of field experience conducted permitted unsupervised surveys for CAGN's and associated report preparation. Principle Investigator/Project Manager can be the same individual as the Principle Biologist as long as all qualifications are met.

c. All field assistants shall have at least a bachelor's degree in ecology, biology, wildlife biology, zoology or a field related to wildlife sciences from an accredited college or university or at least two field seasons of experience to comply with the requirements of this Agreement. Field Assistants shall have at least two field seasons of experience and knowledge in conducting visual and acoustic surveys for all species of birds that have the potential to occur in California.

d. The Cooperator shall ensure that all project personnel must coordinate their work with the Station Representative and be able to conduct all duties that will meet the objectives in this Agreement. All necessary state and federal permits, necessary to conduct the activities stated in this Agreement will also be required. Any subcontractors must be identified in the bid response. All required permits must be submitted to the Station Representative with the project proposal and the Work Plan. The Installation Representative must review and approve the permits before work can proceed. In the event personnel changes updated permits shall be submitted to the Station Representative and in the Monthly Progress Report.

3. The Cooperator and each of his/her employees working on the Station are required sign-up for the RapidGate program or obtain a contractor's pass for all employees and vehicles.

a. RAPID Gate™: The preferred method of Station access is via the RAPIDGate™ program. RAPIDGate™ is consistent with and complementary to Homeland Security Presidential Directive 12 (HSPD-12) and the Federal Information Processing Standard 201 (FIPS 201).

Under the RAPIDGate™ program, Cooperator personnel are vetted through a series of national and local record checks to determine whether they meet the Station's criteria for access. The determination of whether to authorize a pass (badge) is made by the Government. The badges have Radio Frequency Identification (RFID) capability, and will be scanned upon entry onto the installation. Cooperator personnel departure from the installation will be recorded by passive RFID receivers. Cooperator personnel who have been screened and are determined to be eligible for access will be required to self-register at kiosks located at the Miramar East Gate Vehicle Registration building or other facility that has a RAPIDGate™ Kiosk

Participation in RAPIDGate™ is optional, but the number of gates open to non-registered Cooperator personnel will be limited to gates which can safely accommodate traffic backups. However, all gates will be open to RAPIDGate™ registered Cooperator personnel.

The card is valid for one year and is nontransferable. The card must be carried on each Contractor and his/her representative(s) when they are within the boundaries of the Station. Escorting persons onto the Station who do not hold a valid card will result in revocation of the Contractor's access to the Station and immediate termination of all activities on the Station as well as nonfulfillment of the Contract. In addition, no invoices will be certified until all access information is provided.

Information regarding acquiring a business pass will be provided after award. A letter of support will be drafted by the Environmental Department.

Station access requirements and procedures may change during the term of this agreement. The Cooperator shall comply with all changes, and such compliance shall not be grounds for a request for an equitable adjustment or other contract modification.

Prior to the initiation of any work on Station property, the contractor shall submit in writing to the Station Representative a list indicating all employees working on Station. The list shall contain the following information:

1. company name
2. employee name
3. position/job title
4. citizenship
5. naturalization/immigration number
- 6 home address
7. home and work telephone numbers
8. vehicle make, model, year, color, license plate information

b. Station Access: Access to some work areas may be limited or restricted to specific periods or require special advance coordination to prevent conflicts with military operations and training. Work in some areas may also be limited or restricted to avoid affects to other sensitive resources. This is particularly true for access within Training Areas. All access through or in training areas will be coordinated through the Station Training Area Management Officer (TAMO) or their staff (858-577-1448 or 1446; Fax: 858-577-1450). Access to all parts of the Station may be temporarily restricted during periods of heightened security. Regular access to some areas may only be available on Sundays.

Nothing in the Agreement shall be construed in any way to limit the authority of the Commanding Officer to prescribe new or to enforce existing security regulations governing the admission or exclusion of persons and the conduct of persons while aboard the Station, including, but not limited to, the right to search all persons or vehicles aboard the Station. The Cooperator is expected to accomplish the requirements of this contract in consideration of these limitations.

Unexploded ordnance may be encountered while conducting fieldwork. Cooperator shall not touch or attempt to pick-up any suspected ordnance. Cooperator shall place flagging in the general area of the ordnance and notify the Client representative of the exact location of the ordnance as soon as possible. Cooperator personnel will be required to attend an Explosive Ordnance safety brief unless they can demonstrate recent attendance at a similar briefing to the client's satisfaction.

All Cooperator personnel working on this task order must be US citizens or otherwise authorized to legally work in the United States. In addition, contractor personnel working on this task order shall be fluent in the English language as exemplified in their written and verbal skills.

In accordance with SECNAVINST 5720.44A, visual information including still photography to be used as records or documentation for the purposes of this project is authorized. Parties granted permission, contracts, etc. to conduct environmental work have permission to photograph the defined subject matter only. No photographs or record of any kind may be made of Department of Defense (DoD) personnel or assets without additional authorization. All visual information may be subject to security review by the consolidated public affairs office (PAO). All photographs regardless of format or any other graphic images of Station assets remain the property of U. S. Marine Corps and are to be submitted to the Station Representative with final report. Digital photographs should be in 35mm color slide film or digitally.

Privacy Act: Work on this project may require that contractor personnel have access to Privacy Information. Personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code, Section 552a and applicable agency rules and regulations.

4. For access to the Flightline area, Flightline drivers licenses are required and vehicle passes for personal vehicles are required. If the Cooperator is using a work vehicle that is clearly marked with the institution and/or company name a vehicle pass is not required.

5. The Cooperator 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. All equipment is subject to the inspection by and approval of the Station safety officer.
6. The Cooperator shall work closely with the CATR and the Station Representative in planning and carrying out all field investigations and information sharing.
7. The Cooperator shall inform the Station Representative in writing, preferable via electronic mail, of any unusual activity observed while conducting surveys in the field (e.g. trespassers). Information should include (1) location, (2) date, (3) time, and (4) any detailed facts regarding the activity. For actions requiring an immediate response, the Station Representative shall be notified via telephone and follow up with a detailed electronic mail message.
8. All field notes, field data forms, electronic storage of field data, photographs, etc. collected and produced as part of this Scope of Work are the property of the USMC. These data will not be used, in whole or in part, of any professional, scientific, or non-scientific report, paper or note, published or unpublished, or any presentation without the written pre-authorization of the Station Representative and the CATR.
9. Vehicle operators may not use cell phones unless the vehicle is safely stopped or the cell phone employs a "hands free" device. Drivers may not hold, dial, text or adjust the phone while the vehicle is in motion. Hands free systems such as ear buds, blue tooth, OnStar and other voice activated or speaker phone systems are authorized. Station Security personnel can issue military motor vehicle citations to operators in violation of this policy. These citations result in a three-point penalty assessed to the violator's driving record and if a driver accumulates twelve points within a twelve month period or eighteen points within a twenty-four month period he/she is subject to suspension of Station driving privileges for one year.
10. The Cooperator shall conduct field investigations and interviews with experts and authorities as necessary to accomplish the work described within this Agreement. The Cooperator shall particularly attempt to contact and utilize information from the U.S. Navy, U.S. Marine Corps, and personnel of the U.S. Fish and Wildlife Service (USFWS), California Department of Fish and Game (CDFG), and the California State Parks System as well as any other professionals who are experienced in monitoring Coastal California gnatcatcher. However, the cooperator shall not involve themselves in negotiations with the regulators concerning matters addressed within this agreement. If information or data is needed to support a consultation, it will be requested by the Agreement or Station Representative, who will then discuss with the regulator(s).
11. The Cooperator shall review pertinent files at the Station and shall work closely with the CATR and Station Representative in planning and carrying out field work.
12. The Cooperator shall prepare a report that contains documenting photographs, including all sites, techniques, methodologies and any other significant events. The Cooperator shall provide film, camera, and development. Original photographs are to be taken on 35mm color slide film or digitally and shall become U.S. Marine Corps property.

Photography is restricted on the Station. The Cooperator is required to obtain permission prior to taking any photographs on the Station. Taking video is strictly prohibited.
13. The Recipient shall provide all equipment (unless otherwise stated) and analyses necessary to complete the work described within this Agreement. All data (raw and associated files),

photographs, equipment > \$5,000 per unit in value, and supplies > \$5,000 aggregate value purchased with Agreement funds (including computer software) shall become the property of the Government at the end 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 contractor 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#). The Cooperator shall include an inventory of all equipment purchased during the agreement period and submit it to the CATR upon completion of the study.

14. All work conducted in support of this Agreement will comply with all federal laws applicable to the Station such as the Endangered Species Act and the Migratory Bird Treaty Act.

15. The Cooperator shall inform the Station representative in writing, preferably via electronic mail, of 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 of the sighting.

16. The Cooperator may encounter dusty, windy, or foggy conditions. The majority of roads are rough and unpaved, and if wet, should be negotiated using extreme caution. Access to portions of the study area is over precipitous terrain. Transit through such terrain must be done with the highest concern for the safety of personnel. A four-wheel drive vehicle is necessary for access to some portions of the study area and for any travel on the beaches.

17. Smoking is not allowed in the non-developed areas while individuals are working on the Station.

18. In order to avoid impacts to federally listed, rare, or endemic plants the Recipient must coordinate all vegetation and ground disturbing activities with the Station Representative Chuck Black, [Charles.h.black@usmc.mil] (858) 577-6498. Under no circumstances are any federally protected plants to be disturbed and/or destroyed when completing the work required in this Agreement. The Recipient shall ensure that all footwear, backpacks, clothing, vehicles and equipment transported to the Installation are clean of weed seed.

19. No ground disturbing activities are to take place without the concurrence from the Station Representative at [Chuck Black, [Charles.h.black@usmc.mil] (858) 577-6498. Under no circumstances shall the Recipient violate the Archeological Resources Protection Act. If any objects are found that appear to be cultural or archeological resources contact the Cultural Resources Program Manager. If the Recipient accidentally disturbs an archeological and/or cultural resources site, the Recipient shall leave the site immediately (as intact as possible) and contact the Cultural Resources Program Manager.

20. The Recipient shall manage generated hazardous material, hazardous waste, and hazardous waste residues in accordance with Federal, State, and local regulations. Transport and dispose of hazardous waste (i.e., batteries) in accordance with Federal, State, local and applicable Installation requirements.

21. Throughout the term of this Agreement the CATR and the Station Representative shall be afforded the opportunity by the Recipient to periodically observe the Recipient’s field activities, to review computer or paper files of raw data, prepared data (such as data analyses, summaries, maps, figures, tables, etc.), or any record deemed appropriate by the CAA in establishing the Recipient’s performance in fulfilling the requirements of this Agreement.

G. COOPERATOR SPECIFIC REQUIREMENTS FOR BASE AND OPTIONS ITEMS

The data obtained during this Agreement shall be scientifically defensible and suitable for publication. Authorship of any resulting publications will include the Technical, and Station Representative, and will be reviewed by the government. All methods of data collection and analyses shall be standardized with previous studies conducted by the Recipient under past Agreements for this type of work, or when appropriate, analyzed using acceptable new or improved methods as determined in current scientific literature(s). If changes in analyses make results unfit for comparison with previously collected data, the Recipient shall reanalyze all appropriate data sets for comparison. The CAA shall approve (via the CATR) in advance any changes to previously used experimental designs, methods of data collection and/or analyses, which shall be provided in the Recipient's required Work Plan. The CATR, at their discretion, may subject draft work plans, draft reports or draft manuscripts to external peer review.

The Cooperator shall develop a field schedule for each survey area and coordinate it through and provide a copy to the CATR during the pre-season meeting. The schedule will identify the dates, times and personnel, by location to best extent possible. Deviations from this schedule shall be coordinated with as much advance notice as possible via telephone or email with the Station Representative.

The purpose of these tasks is to produce data, analysis, evaluation, reports, and activities necessary to support the stewardship requirements of the Station in accordance with the Endangered Species Act of 1973 (19 USC 1531 et seq.), Department of Defense Instruction 4715.3 – Environmental Conservation Program, and Marine Corps Order P5090.2A. All work must stand up to professional standards and be scientifically defensible.

1. BASE YEAR:

a. BASE:

The Cooperator shall survey and identify all potentially suitable habitat within the Station (Figure 1a) and approximately 380 acres of the Lakeside Downs REPI parcel (Figure 1b). The Cooperator shall conduct three (3) CAGN surveys by 30 June 2016 for the suitable habitat identified. The amount of suitable habitat in the 2013 survey of the station was approximately 4,200 acres. It is anticipated that the 2016 amount is similar to the 2013 survey except for the addition of the Lakeside Downs parcel.

The Cooperator shall utilize the 2014 Miramar vegetation mapping classification, characterize gnatcatcher use areas by plant species alliances and associations.

The Cooperator shall collect intensive area use data for a subset of 10 pair use areas spanning the east-west extent of occupied territories. The Cooperator shall work with the Station Representative and take into consideration the vegetation classifications when determining the subset of 10 pairs. Information collected shall include nest monitoring and nesting and fledging success data for the selected pairs. In addition to cowbird parasitism, structural analysis of habitat use, temperature monitoring and an analysis of food abundance and diversity.

- b. OPTION Base A: ~~The Cooperator shall identify all potentially suitable habitat within Training Areas 4, 5, and the Sheriff's Pistol Range.~~ The Cooperator shall conduct three (3) additional CAGN surveys by 30 June 2016 for the suitable habitat identified. The amount of suitable habitat estimated for Training Areas 4, 5, and the Sheriff's Pistol Range is 600

acres. Additionally, the Cooperator shall utilize the 2014 Miramar vegetation mapping classification, characterize gnatcatcher use areas by plant species alliances and associations. The option may be awarded concurrently with the base bid or within five (5) months of base bid award.

- c. OPTION Base B: The Cooperator shall conduct three (3) additional CAGN surveys by 30 June 2016 for the suitable habitat identified. The amount of additional suitable habitat estimated for Lakeside Downs REPI parcel is approximately 380 acres. Additionally, the Cooperator shall utilize the 2014 Miramar vegetation mapping classification, characterize gnatcatcher use areas by plant species alliances and associations. The option may be awarded concurrently with the base bid or within five (5) months of base bid award.
- d. OPTION Base C: The Cooperator shall collect intensive area use data for an additional subset of 10 pair use areas spanning the east-west extent of occupied territories. The Cooperator shall work with the Station Representative and take into consideration the vegetation classifications when determining the additional subset of 10 pairs. Information collected shall include nest monitoring and nesting and fledging success data for the selected pairs. In addition to cowbird parasitism, structural analysis of habitat use, temperature monitoring and an analysis of food abundance and diversity. The bid options may be awarded concurrently with the base bid or within five (5) months of base bid award. This option could be exercised at a maximum of 2 times.

2. OPTION YEAR 1: Upon award of Option Base A, B, and or C the Period of Performance shall be extended 18 months.

- a. OPTION Year 1 A: The Cooperator shall identify any change in suitable habitat from the 2016 survey within the Station. The Cooperator shall conduct three (3) CAGN surveys for all suitable habitat identified.
- b. ~~OPTION Year 1 B: The Cooperator shall identify any change in suitable habitat from the 2016 survey within Training Areas 4, 5, and the Sheriff's Pistol Range.~~ The Cooperator shall conduct three (3) CAGN surveys for all suitable habitat identified.
- c. OPTION Year 1 C: The Cooperator shall identify any change in suitable habitat from the 2016 survey within the Lakeside Downs REPI parcel. The Cooperator shall conduct three (3) CAGN surveys for all suitable habitat identified.
- d. OPTION Year 1 D: The Cooperator shall collect intensive area use data for a subset of 10 pair use areas spanning the east-west extent of occupied territories. The Cooperator shall work with the Station Representative and take into consideration the vegetation classifications when determining the additional subset of 10 pairs. Information collected shall include nest

monitoring and nesting and fledging success data for the selected pairs. In addition to cowbird parasitism, structural analysis of habitat use, temperature monitoring and an analysis of food abundance and diversity. This option could be exercised at a maximum of 3 times

3. OPTION YEAR 2: Upon award of Option Year 1 A, B, C and/or D the Period of Performance shall be extended 18 months.
 - a. OPTION Year 2 A: The Cooperator shall identify any change in suitable habitat from the 2016 survey within the Station. The Cooperator shall conduct three (3) CAGN surveys for all suitable habitat identified.
 - b. OPTION Year 2 B: ~~The Cooperator shall identify any change in suitable habitat from the 2016 survey within Training Areas 4, 5, and the Sheriff's Pistol Range.~~ The Cooperator shall conduct three (3) CAGN surveys for all suitable habitat identified.
 - c. OPTION Year 2 C: The Cooperator shall identify any change in suitable habitat from the 2016 survey within the Lakeside Downs REPI parcel. The Cooperator shall conduct three (3) CAGN surveys for all suitable habitat identified.
 - d. OPTION Year 2 D: The Cooperator shall collect intensive area use data for a subset of 10 pair use areas spanning the east-west extent of occupied territories. The Cooperator shall work with the Station Representative and take into consideration the vegetation classifications when determining the additional subset of 10 pairs. Information collected shall include nest monitoring and nesting and fledging success data for the selected pairs. In addition to cowbird parasitism, structural analysis of habitat use, temperature monitoring and an analysis of food abundance and diversity. This option could be exercised at a maximum of 3 times

H. MEETINGS/COORDINATION

The Cooperator shall be available throughout the Agreement period for consultation with the CATR and Station Representative on matters involving the CAGN.

1. Pre-Performance Conference

Within thirty (30) of Agreement award, the Cooperator shall attend a pre-performance conference between the CAA, CATR, Cooperator, the Principal Investigator, and Station Representative will be held to discuss this Agreement and all suggested methodology. The purpose of this meeting is introduction of key personnel, transfer of appropriate information and/or maps, resolve any initial questions or concerns, exchange appropriate documentation for Station access, and define contract responsibilities.

2. Additional Meetings/Coordination

The Cooperator shall also be available throughout the contract for consultation with Client Representatives as needed to resolve any uncertainties (not to exceed four per year).

3. Indicator: Cooperator personnel are timely for scheduled meetings and prepared with any appropriate project issues, concerns, or information. The meeting minutes are succinctly written and do not require extensive comment from the Government for revision.
4. Acceptance Criteria: Meeting minutes are well-organized and understandable to a non-technical reader. All persons in attendance are identified and resolutions indicated. Text is grammatically and editorially error free. Government comments are correctly incorporated into final minutes.
5. Method of Surveillance: Government review and acceptance of final meeting minutes.

I. SCHEDULES AND SUBMITTALS

1. Electronic copies of all submittals/schedules/deliverables (examples include, but are not limited to, draft/interim/final reports, progress reports/monthly reports) will be provided to the Cooperative Agreement Administrator for retention in the official agreement file. Only the CAA has the authority to make changes to review periods or due dates.

Submittal/Deliverable Standards: All submittals/deliverables are expected to be of the highest professional quality and will be rejected if any of the following exists:

- a. there are typographical errors, spelling, or grammar mistakes; or
- b. contains repetition of statements throughout the document or present unnecessary/irrelevant information, and are succinct; or
- c. results and discussion are not tied directly and continually to natural resource management concerns of the Station; or
- d. the document is not organized in a manner that flows well; or
- e. the document does not provide appropriate context, background, literature review, and comparison to other relevant studies, locations, and similar species; or
- f. requires extensive comment from Government for revision; or
- g. The appropriate style guide is not adhered to (in most cases this is the JWM or CSE).

2. Work Plan

Within twenty-five (25) days of this Agreement's award date the Cooperator shall submit a Work Plan. See Attachment 2 for Work Plan format. The contents of the Work Plan should include the following:

- a. An approximate site visitation schedule for each nesting site coordinated through the Base Representative. Deviations from this schedule shall be coordinated in a timely manner.
- b. Identify field protocol for data collection methods/forms, project management methodology, GPS protocol for mapping pairs/lone territorial males and suitable habitat, any appropriate literature research, and an appropriate project implementation timeline.
- c. A copy of all permits required for the work described in this Agreement at this Scoping Session (if not already submitted with the proposal).
- d. A list of all persons who will be working on the Station under this Agreement including (1) full name, (2) position/job title, (3) vehicle make, (4) vehicle model, (5) vehicle license, (6) vehicle color, (7) year of vehicle, (8) whether vehicle is personal or company-owned.

The draft work plan will be reviewed by the CATR and Station Representative, and the CATR will provide the Cooperator a consolidated list of comments, suggestions, or edits (if there are any) within 30 calendar days from receipt of the draft work plan. Only the CAA has the authority to make changes to the 30 calendar day review period.

Final work plan: The Cooperator shall incorporate all comments, suggestions, or edits (if there are any) provided by the CATR on the “Draft Work Plan” to the “Final Work Plan”, and the Cooperator shall submit (electronically via email) the “Final Work Plan” within 15 calendar days from the date the Cooperator received the final review comments provided by the CATR. If there are no comments, suggestions, or edits on the draft work plan, the Recipient shall resubmit marked “Final Work Plan”. The work plan must be approved by the CATR prior to the initiation of any work on the Installation.

3. Bi-Monthly Progress Reports

The Cooperator shall provide bi-monthly (every 2 months) progress reports, during months that the Cooperator is determining suitable habitat and actively surveying, to the CATR and Station Representative. See Attachment 3 for example Bi-Monthly Progress Report format. The reports are due no later than the 10th of every other month. Bi-Monthly Progress Reports shall include, at a minimum, the following:

- a. Names of investigators and observers participating during the month
- b. Identifies and maps suitable habitat
- c. Summary data for presence/absence CAGN surveys
- d. Summary data for subset pairs (total number of nests, and number of new nests for that week; total number of eggs; and total number of chicks, etc.)
- e. Includes maps of CAGN breeding pairs and lone territorial males identified through report date
- f. Document any significant problems or species information encountered while conducting field work
- g. Any other significant event occurring on site or any concerns of which the CATR and Base Representative needs to be aware

4. Report

- a. Draft Report. The Cooperator shall submit three hard copies and two electronic copies of the Draft Report to the CATR and Station Representative by 15 October 2016. See Attachment 4 for example Report format. The Cooperator shall submit Draft GIS Data with the Draft Report. If required by the CATR due to significant comments and/or changes to draft report, a second draft, incorporating all comments, shall be prepared and submitted within 30 days of the request/receipt of comments.

All statistical analyses are to be reported following that of Tacha, Warde, and Burnham (1982).

The Cooperator shall include photographs, survey techniques and methodologies and any other significant events, in the Report. The Cooperator will provide equipment suitable making high quality digital images. Original digital images shall become Marine Corps property. All slides/digital images will be labeled with at least the following information:

subject/activity
location (specific [i.e. survey area /coordinates])
date
individuals in photo
photographer

All non-electronic reports shall be submitted on 8 1/2 by 11 inch, recycled paper with folded color maps or tables (when applicable). All original documentation will be reproducible by black and white xerography and bound with hard covers that will allow pages to be easily removed. Bindings will include a label identifying the report, author(s), and the date of completion. When appropriate, all reports shall be printed on double-sided paper. All color copies of photographs must be duplicated by the laser copying process.

b. Final Report. The Cooperator shall submit three hard copies and two electronic copies of the Final Report to the CATR and Station Representative within 30 days of receipt of Government comments to the Draft Report. If necessary, the Government will have a 30 day review period from receipt of final reports (with comments incorporated) for government review of documents to ensure comments were adequately addressed. If review and acceptance by government is not completed within the 30 day review period, constructive acceptance will be deemed to have occurred and final deliverables can be submitted. Only the CAA has the authority to make changes to the identified calendar day review period(s).

The final report shall contain all of the information contained in the draft report as modified by Government comments. If the Government has requested report modifications to which the Cooperator takes exception, a meeting or telephone conference will be held to settle these differences. If there are unresolved differences, the Cooperator will address these in a separate rebuttal document to the CATR.

The final report is to include photographs documenting all aspects of this work in a 4 x 6 inch or similar-sized format. All original slides or digital images taken or used in the report shall become USMC property and shall be submitted with the final report. A total of 4 bound copies and 3 electronic (CD) copies are to be submitted. Reports (4) are to be bound with the report title, date, and author clearly and permanently affixed to the spine of the spiral binding.

An electronic copy of the report shall be submitted on a CD with the final in Microsoft WORD 2003 or later. All figures/tables/graphs/appendices are to be included in the electronic copy. In addition, a PDF file of the complete report shall be included on the CD.

5. GIS Data

a. Draft GIS Data. The Cooperator shall submit two (2) electronic copies of the Draft GIS at the same time as the Draft Report. See Attachment 5 for example GIS Attribute Table format. The Cooperator shall provide GIS data in ESRI GIS format that is accurately geo-referenced to sub-meter accuracy with associated attribute information using the database formats developed and in use by MCAS Miramar for CAGN surveys. At a minimum, CAGN breeding pair, lone territorial male, suitable habitat, subset pairs and associated data, will be included in the deliverable. Provide complete metadata as required by MCAS Miramar's GIS Data Delivery Requirements (see Attachment 5). Assist the MCAS Miramar GIS Specialist to ensure successful integration into the Station's existing GIS database. At any time during the project, the Cooperator shall, upon request from the Station Representative, provide information on the interim survey results in whatever format is available at the time.

b. Final GIS data. The Cooperator shall submit three (3) electronic copies of the Final GIS data at the same time as the Final Report. The final GIS data shall contain all of the information contained in the draft GIS data as modified by Government comments. If the Government has requested report modifications to which the Cooperator takes exception, a meeting or telephone conference will be held to settle these differences. If there are unresolved differences, the Cooperator will address these in a separate rebuttal document to the CATR.

J. GEOGRAPHIC INFORMATION SYSTEM DATA SPECIFICATIONS FOR DIGITAL DATA

SPECIFICATIONS FOR DIGITAL DATA. Any maps, drawings, figures, sketches, geospatial data, spreadsheets, or text files prepared for this contract shall be provided in both hard copy and digital form. The hard copy deliverables are defined in another section of this SOW.

1. Text, Spreadsheet, and Database Files:

Final Reports and other text documents shall be provided in Microsoft Word (2007 or current Marine Corps approved version) format **AND** Adobe Portable Document Format (PDF). Spreadsheet files shall be provided in Microsoft Excel Word (2007 or current Marine Corps approved version) format. Databases shall be provided in Microsoft Access format, unless specified otherwise, as approved by the Government. **Prior to database development, the Contractor shall provide the Government with a Technical Approach Document** for approval, which describes the Contractor's technical approach to designing and developing the database. All text, spreadsheet, and database files shall be delivered on a Compact Disk read-only memory (CD-ROM).

2. Maps, Drawings, and Sketches (Digital Geospatial Data):

a. Geospatial Data Software Format: Geographic data **must** be provided in a form that does **not** require translation, preprocessing, or post processing before being loaded to the Installation's regionally hosted geodatabase. The Contractor **MUST** validate any deviation from this specification in writing with the Environmental Management GIS staff via the Project Manager. Digital geographic maps and the related data sets shall be delivered in the following software format:

GIS: ESRI file geodatabase format in ArcGIS software version 9.3.1 is required.

(NOTE: ArcGIS, is geographic information system software produced by the Environmental Systems Research Institute (ESRI) of Redlands, California. This software is used by the Marine Corps GEOFidelis Program)

b. Geospatial Data Structure:

1) *GIS Data Sets:* When developing/delivering geospatial data, the Contractor shall develop the initial structure consistent with the most current version of the GEOFidelis Data Model. The GEOFidelis Data Model shall be followed for geospatial database table structure, nomenclature, and attributes. The Contractor **SHALL CONSULT WITH THE GOVERNMENT CONCERNING MODIFICATIONS OR ADDITIONS** to the GEOFidelis Data Model. The Government may approve modifications to the GEOFidelis Data Model if it is determined that the GEOFidelis Data Model does not adequately address subject datasets.

2) *Feature Class Updates:* When delivering updates to existing feature classes, the Contractor shall obtain a copy of the existing subject data template to use as a template for all subsequent data collection processes. As Installations sometimes modify the GEOFidelis Data Model structure for many feature classes to accommodate operational needs, the GEOFidelis Data Model structure may not reflect the actual structure used in the live geodatabase. If further modifications to structure are required as a result of this Scope, the Contractor will consult with the Government (IGI&S Manager) for direction and final approval.

c. Geospatial Data Projection: Geographic data (regardless of format) shall be provided in U.S. Survey Feet and **projected** into the California State Plane, Zone VI, FIPS 0406 projection system. The maps and data shall use the GRS 1980 spheroid and the North American Datum 1983/World Geodetic System 1984 (NAD83/WGS84). This projection requirement applies to all GIS data layer deliverables. Each data set shall have a projection file. Map or drawing **scales** will be determined by the Project Manager, if applicable. Mapping **accuracy** for the agreed scales will conform to the American Society for Photogrammetry and Remote Sensing (ASPRS) "Accuracy Standards for Large-Scale Maps", "Interim Accuracy Standards for Large-Scale Maps", and "Geospatial Positioning Accuracy Standards". Copies of these standards can be obtained on the Internet at <http://www.asprs.org>, and/or at <http://www.fdg.gov>, or by contacting:

American Society for Photogrammetry and Remote Sensing
5410 Grosvenor Lane, Suite 210
Bethesda, MD 20814-2160

d. Geospatial Data Collection:

1) *Mapping grade Global Positioning System (GPS)* data collection (sub-foot, sub-meter, and sub-5 meter) shall be performed when specified in the statement of work and shall be completed in accordance with state and local guidelines. Default horizontal accuracy for mapping grade GPS data collection efforts shall meet a sub-meter threshold unless otherwise specified to be survey grade, sub-foot or sub-5 meter in the statement of work. Only base stations included in the CORRS network or mobile RTK/Total Station systems shall be used for mapping grade GPS data collection. Spatial accuracy requirements are as follows:

- Sub foot: 95 % of all points are within ± 12 inches

-OR-

- Sub meter: 95% of points are within ± 1 Meter

-OR-

- Sub 5 meter: 95% of points are within ± 5 Meter

-AND / OR-

2) *Survey grade Global Positioning System (GPS)* data collection shall be performed when specified in the statement of work. As survey processes are highly regulated by federal, state, and/or local technical and licensing requirements, they are in general beyond the scope of this document. However, survey grade GPS data collection shall at a minimum use the Geoid2003 CONUS epoch (or a more current epoch if available at the time of this project) and spatial accuracy requirements for survey grade are 95 % of GPS points are within ± 1 centimeter. Every effort shall be made to capture feature locations without using offsets unless obstructions are present. Any offsets used shall be annotated in the "user flag" field.

(NOTE: Raw GPS data collection information is not to be included in the table structure of the delivery, unless it is specifically part of the *GEOFidelis* Data Model, established Installation feature format, or specifically requested by the Government.)

e. Map Products and Support Files: Finished map products, regardless of final print size, shall be presented separately in both hard copy and digital formats. The hard copy deliverables are defined in another section of this SOW. Final map products shall be delivered in the following digital formats:

- 1) **PDF Format:** Resolution of 300 dpi with no image compression. All fonts must be embedded. The Contractor shall only use fonts that are licensed and available for use by the Government.
- 2) **JPG (Joint Photographic Experts Group) Format:** (If requested) Resolution of 96 dpi with 24-bit true color.

f. Media for Geospatial Data Deliverables: Geographic data shall be delivered on a separate CD-ROM. This media shall **contain only the value-added data sets** as designated in the Task sections of the statement of work. Do not include the Contractor's working files or original installation data sets that may have been used by the Contractor to develop the deliverables. "READ ME" files may be included on the geographic data media if such files provide explanation of the delivered data sets. However, these "READ ME" files should not be delivered in lieu of standard metadata.

g. Geographic Data Documentation (Metadata): For each digital file delivered containing geographic information (regardless of format), **the Contractor shall provide documentation** consistent with the Federal Geographic Data Committee (FGDC) Content Standards for Digital Geospatial Metadata (CSDGM). Both 'Mandatory' and 'Mandatory as Applicable' fields shall be completed for each geographic data set. The documentation shall include, but not be limited to, the following:

- The name, description, abstract, and purpose of the data set/data layer.
- The source of the data and any related data quality information such as accuracy and time period of content.
- Descriptions of the receiver and other equipment used during collection and processing, base stations used for differential corrections, software used for performing differential corrections, estimated horizontal and vertical accuracies obtained, and conversion routines used to translate the data into final geographic data delivery format.
- Type of data layer (point, line, polygon, etc.).
- Field names of all attribute data and a description of each field name.
- Definition of all codes used in the data fields.
- Ranges of numeric fields and the meaning of these numeric ranges.
- The creation date of the map layer and the name of the person who created it.
- A point of contact shall be provided to answer technical questions.

Metadata generation tools included in the ArcGIS suite of software (or equivalent technology) shall be used in the production of the required metadata in XML format. Regardless of the tools used for metadata creation, the Contractor must insure that the metadata is delivered in XML format and can be easily imported to the Installation's enterprise geodatabase. Copies of the FGDC metadata standard can be obtained on the Internet at <http://www.fgdc.gov> or by contacting:

FGDC Secretariat
c/o U.S. Geological Survey
590 National Center
Reston, Virginia 22092
(703) 648-5514

(NOTE: The database metadata should be formatted from the Contractor perspective, not the Installation perspective. The metadata will be modified by the EMD GIS staff as needed when data is incorporated into the official installation database.

h. Geographic Data Review: The digital geographic maps, related data, and text documents shall be included for review in the draft and final contract submittals. The data will be analyzed for

discrepancies in subject content, correct format in accordance with these specifications, and compatibility with the existing GIS system. The Contractor shall incorporate review comments to data and text prior to approval of the final submittal

3. Ownership:

All digital files, final hard copy products, source data acquired for this project, and related materials, including that furnished by the Government, shall become the property of the Installation and will not be issued, distributed, or published by the Contractor.

4. Contact Information:

For project inquiries, please contact the Project Manager. For specific geospatial questions, upon the approval of the Project Manager, you may contact:

COLLEEN A. FINCH
MARINE CORPS AIR STATION MIRAMAR
S-4 INSTALLATIONS & LOGISTICS
P.O. BOX 452013, BUILDING 6311
SAN DIEGO CA 92145

PHONE 858-577-1088
COLLEEN.FINCH@USMC.MIL

K. GOVERNMENT FURNISHED ITEMS AND SERVICES

1. Facilities, Supplies and Services

By advance appointment, the client will furnish access to reports, references, and other relevant information from MCAS Miramar Natural Resources Division library for review. The client will provide standardized GIS data delivery, layer, and database information, requirements, and specifications. The client will provide references for installation procedures to support accomplishment of the tasks identified. Reference items include:

- Final Report for the MCAS Miramar Coastal California Gnatcatcher Survey Project. Prepared by RECON April 2008.
- Final Report Coastal California Gnatcatcher (*Polioptila californica californica*) Surveys on Marine Corps Air Station Miramar San Diego, CA. Prepared by the Bitterroot Restoration Incorporated 2004.
- The Effects of Helicopter Noise on the Coastal California Gnatcatcher at Marine Corps Air Station Miramar. Prepared by Hubbs-Sea World Research Institute November 2006.
- Habitat Evaluation, Home Range Determination and Dispersal Study of the Coastal California Gnatcatcher (*Polioptila californica californica*) on Marine Corps Air Station Miramar San Diego, CA. Prepared by the San Diego State University 2000.
- GIS data (ESRI format) on the Station's natural resources including vegetation types, contours, soils, elevation, endangered species, cultural resources, and man-made landmarks (roads, highways, etc.), aerial imagery.
- Integrated Natural Resources Management Plan 2011-2015. Prepared by Gene Stout and Associates and Geomorph Information Systems. August 2011.
<http://www.miramar-ems.marines.mil/Divisions/NaturalResourcesDivision/NaturalResources.aspx>
- Vegetation and Land Cover Mapping on Marine Corps Air Station Miramar. Prepared by Tetra Tech 2014.

- Applicable coastal California gnatcatcher survey reports
- Applicable topographical maps
- Sensitive Resources map for the Station

L. DATA AND PUBLICATIONS

1. This Cooperative Agreement is subject to, and Recipient shall comply with, 2 CFR 200.305 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 CATR and USMC thirty (30) days prior to the submission of the work mentioned above. The Recipient shall retain lead authorship publication rights to the original research for a period of three (3) years following submission of the final report. These rights shall revert to the USMC should the Recipient fail to do so within the three (3) years. The USMC also retains the right to publish any re-analysis of the data.

2. The acknowledgements for any paper or presentation resulting from this work shall include the following statement: “This research was funded by the United States Marine Corps on behalf of the Marine Corp Air Station, Miramar.”

3. Any publications resulting from this work shall be provided at no cost to the DoN in quantities jointly determined by the CATR and the Recipient at the time of publication.

4. 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.

M. RELEASE OF INFORMATION

1. 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 NAVFAC SW through the CATR and the Public Affairs Officer, Marine Corps Base Camp Pendleton, through the CATR.

N. SAFETY

The Recipient will be required to develop an Accident Prevention Plan (APP) following the format in Appendix A of the EM 385-1-1 05 July 2011 or latest edition. A Site Safety and Health Plan (SSHP) is also required if the work is potentially hazardous. Potentially hazardous activities include, but are not limited to:

- soil boring or digging test pits (excludes manual collection of de minimis surface soil samples)
- all field work on hazardous waste or munitions response sites
- work on, in, or near bodies of water where there a danger from drowning
- use of heavy equipment, e.g. backhoes, excavators, bulldozers, etc.
- excavation, backfilling, and compaction
- use of man lifts, ladders, and other climbing apparatus
- use of weight handling equipment, e.g. crane, forklifts, and hoists
- well drilling and/or well pump repair or replacement
- construction, demolition, or repair of site improvements
- remediation of hazardous material or waste, i.e. asbestos, paint with lead, and PCB
- work within 10 ten feet of high voltage lines, or high pressure gas, steam, or water lines

The minimum requirement for the SSHP is in Section 28 of the EM 385-1-1. Include an Activity Hazard Analysis (AHA) for all tasks reasonably anticipated to be performed as part of this scope of work. Format and instructions for the AHA is in section 1 of the EM 385-1-1. As a minimum, references used to develop the APP, SSHP and AHA are: EM 385-1-1 US Army Corps of Engineers Safety & Health Requirements Manual, and Local Activity safety plans and standard operating procedures. When developing the APP, SSHP and AHA, address all sections that are deemed appropriate for performing the work in this Cooperative Agreement, while ensuring a safe work environment for all personnel involved. The draft APP, SSHP and AHA have to be reviewed by the GDA (SW EV Safety Office, PM, ROICC/FEAD) prior to start of field work activities.

NOTE: AHA is an attachment required by the APP. SSHP is also an attachment required by the APP if a project includes potentially hazardous activities. Government PM should verify with the SW EV Safety Office prior to directing the recipient to prepare a SSHP.

The APP, SSHP and AHA will provide a safe and healthful environment for all personnel involved as well as personnel working near the sites for the DoN. The Recipient shall certify to CATR that the final APP, SSHP and AHA has been reviewed with each Recipient employee working on this Cooperative Agreement prior to mobilization and start of fieldwork activities.

A Draft and Final APP, SSHP and AHA will be submitted concurrently with the Work Plan but shall be printed under a separate cover from the Work Plan. The final APP, SSHP and AHA shall be immediately accessible to the Site Safety and Health Officer (SSHO) and Project Manager at all times during the project, and a copy shall be available in every vehicle utilized for work under this Cooperative Agreement. The SSSH is required to have completed the 10-hour OSHA Safety Training.

Man-hour reporting is also required by the EM 385-1-1 and the Unified Facilities Guide Specifications (UFGS) -01 35 26, (February 2012) change 2, 08/13. The recipient will provide a Monthly Exposure Report (MER) and attach to the monthly billing request. The CATR will submit a copy of the MER to the SW EV Safety Office.

O. HOLD HARMLESS

1. 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.

2. 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.

P. INSURANCE

1. At the commencement of this Cooperative Agreement, the Recipient shall obtain, from a reputable insurance company or companies satisfactory to the US 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 US 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.”

2. All insurance required of the Recipient hereunder shall be in such form, for such periods of time and with such insurers as the US 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 US Government of written notice thereof, regardless of any prior act or failure to act or negligence of the Recipient or the US Government or any other person concerning such amount or change in coverage.

3. 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 P, including coverages specified in Attachment 6 hereof. Recipient shall also provide a copy of the exempting statute cited in support of its claim of self-insurance pursuant to Attachment 7 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 7.)

4. 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 US Government Premises to carry and maintain the insurance required below:

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

5. 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.

6. 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 P, the Recipient shall promptly give notice thereof to the US Government and, to the extent of its liability as provided in this Section P, shall, upon demand, either compensate the US 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 US 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 P, the Recipient shall effect such repair, rebuilding, or replacement if required so to do by the US Government, and such excess of cost shall be reimbursed to the Recipient by the US 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 P, the US 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 US 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 US Government the amount of such proceeds.

Q. PAYMENTS

1. 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.
2. The final payment of 15 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.
3. 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.

4. Payments will be made using in accordance with Defense Federal Acquisition Regulation (DFAR) 252.232-7006 Wide Area Work Flow Payment Instruction. See Attachment 8 for instructions on payment procedures.

R. 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.fdrs.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.ccr.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/execomp.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/execomp.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.