

SCOPE OF WORK
BOTANY MANAGEMENT PROGRAM
at
NAVAL AUXILIARY LANDING FIELD SAN CLEMENTE ISLAND, CALIFORNIA
May 2016

TABLE OF CONTENTS

| SECTION | TITLE | PAGE |
|---------------------|---|-------------|
| A | INTRODUCTION | 2 |
| B | PURPOSE | 2 |
| C | LOCATION | 3 |
| D | DESIGNATED REPRESENTATIVES | 3 |
| E | PERIOD OF PERFORMANCE | 3 |
| F | MATERIAL AVAILABLE FOR REVIEW | 4 |
| G | GENERAL REQUIREMENTS | 4 |
| H | SPECIFIC REQUIREMENTS | 7 |
| I | MEETINGS/COORDINATION | 10 |
| J | SUBMITTALS & SCHEDULES | 10 |
| K | DATA & PUBLICATIONS | 12 |
| L | RELEASE OF INFORMATION | 12 |
| M | SAFETY | 13 |
| N | HOLD HARMLESS | 13 |
| O | INSURANCE | 14 |
| P | PAYMENTS | 15 |
| Q | EXECUTIVE COMPENSATION & SUBCONTRACT REPORTING | 15 |
| Attachment A | INSURANCE REQUIREMENTS | 18 |
| Attachment B | REPORT FORMAT | 20 |
| Attachment C | WAWF INSTRUCTIONS | 23 |

A. INTRODUCTION

San Clemente Island (SCI) is uniquely capable of supporting integrated training and, as such, is a highly valuable, irreplaceable asset to the Navy. In addition to its direct training support value, its proximity to southern California allows sailors and marines to effectively train in closer proximity to their families and support networks, increasing quality of life and force sustainability. The Navy is required to ensure ecosystem management is the basis for all management of its lands (Sikes Act, as amended [16 USC 670a]; DoD Instruction 4715.03). While the Sikes Act, as amended, and other instructions, described above, require stewardship for natural resources on military installations, including species not listed under the Endangered Species Act, these projects support the military mission on SCI and do not foreclose current or future training opportunities.

B. PURPOSE

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:

Rare Plant Surveys

Over forty plant species endemic to San Clemente Island or the Channel Islands occur on San Clemente Island. Six of these are federally listed as endangered, and others are under consideration for listing by the US Fish and Wildlife Service. The US Navy, in accordance with the Endangered Species Act, is required to protect these species and their habitats. The purpose of the first part of this Agreement is to locate, map and collect data on federally listed, proposed and candidate plant species and other sensitive plant species that occur on San Clemente Island, and to develop an experimental design for monitoring all Training Areas and Ranges (TARs) that have Threatened or Endangered plant species in or adjacent to them in accordance with Conservation Measures TAR-M-1 and AVMC-M-2 of the San Clemente Island 2008 Biological Opinion FWS-LA-09B0027-09F0040 (SCI BO).

Fire Management Plan Implementation

The SCI Wildland Fire Management Plan includes several recommendations for controlling non-native weedy species in areas of high fire potential, as a means of protecting assets and for protecting plant and wildlife species sensitive to fire damage. Fuel load reductions can reduce fire intensity and intervals. The purpose of this task order is to implement measures in the SCI Wildland Fire Management Plan to reduce fuel loads in high fire vulnerability areas and help bolster fuelbreaks by reducing the amount of fuel adjacent to these breaks.

Restoration of *Poa thomasi* Habitat

Poa thomasi, 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 at 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 thomasi* 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.

C. LOCATION

This project is located at Naval Auxiliary Landing Field, San Clemente Island. The Navy provides daily flights to and from the Island that connect with Naval Base Coronado. The southernmost of the California Channel Islands, San Clemente Island is located approximately 57 miles from the nearest point on the mainland (Palos Verdes) and approximately 68 miles from San Diego. The island is 21 miles long, varies in width from 1½ to 4 miles, and encompasses about 36,480 acres.

D. DESIGNATED REPRESENTATIVES

1. The Cooperative Agreement Administrator (CAA) is Mr. Reagan Pablo, Contract Specialist, Naval Facilities Engineering Command, Southwest, 1220 Pacific Highway, San Diego, CA 92132-5190, telephone (619) 532-4150, and email reagan.s.pablo@navy.mil.

2. The Cooperative Agreement Technical Representative (CATR) is Chris Gillespie, Botanist for Naval Facilities Engineering Command Environmental Core, Southwest Division, 1220 Pacific Highway, San Diego, CA 92132. Phone (619) 532-4416; email 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 affect any change to this Cooperative Agreement.

3. The Installation Representative (IR) is Bryan Munson, D Botany Program Manager N45JNW, Naval Base Coronado, Environmental Compliance, NASNI, Building 3, Second Floor, San Diego, CA 92135; Phone: (619) 545-7186 and email: bryan.munson@navy.mil

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

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 PERFORMANCE

The period of performance for the base portion of this Cooperative Agreement begins upon award and will be for a duration of 18 months. The parties may extend the term of this Agreement by written modification. The end date is the anticipated date that the Final Report is accepted by the Government.

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), etc. Cooperator may not begin performance until preliminary documents are submitted and accepted/approved as appropriate.

F. MATERIAL AVAILABLE FOR REVIEW

Recipient and/or his/her representative(s) will have access to the following materials through the CATR or Installation Representative. The Recipient shall pay for or replace any items borrowed that are damaged, stolen or lost.

- a. NALF SCI Integrated Natural Resources Management Plan 2013
- b. United States Fish and Wildlife Service 2008 Biological Opinion
- c. Previous reports on all aspects of the habitat restoration and plant propagation program at DFSP

G. GENERAL REQUIREMENTS

1. The Recipient shall provide all labor, management, supervision, tools, materials, equipment, transportation, meals, and lodging for him/herself and his/her personnel. All Cooperator equipment is subject to inspection and approval by the Installation Representative.
2. 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, and equipment > \$5000 per unit in value and supplies > \$5,000 in aggregate value purchased with Agreement funds (including computer software) shall become the property of the Department of the Navy (DoN) 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#**)
3. The Recipient shall visit the study/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 study/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.
4. 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 habitat management and surveys, plant nursery management and invasive pest plant species control.
5. All work conducted under this Agreement shall conform to the requirements of the Biological Opinion on the Formal Section 7 Consultation for Routine Maintenance Operations, Defense Fuel Support Point, San Pedro, Los Angeles County, California (2010).
6. Due to the complexity of work, the Recipient shall provide the following key personnel with the following minimum qualifications:
 - A. Project Manager: The Recipient shall designate one person as responsible for ensuring that provisions are in place project and personnel supervision, quality control and meeting of reporting requirements on a daily basis. This person shall have, at the minimum:

- i. A Masters degree or higher in Biology, Botany, Entomology, Ecology or related science.
 - ii. Experience and knowledge of conducting rare plant surveys, as demonstrated by at least 2 years of previous work or research experience.
 - iii. Specific knowledge of habitat management and/or restoration in Southern California, as demonstrated by at least 3 years of previous work or research experience.
7. The Recipient shall provide the CAA (via the CATR) the names of persons and copies of their resumes being considered for work under this Agreement. The Recipient shall not replace or substitute any staff member without prior written approval by the CAA.
8. The Recipient shall work closely with the CATR and Installation Representative in planning and carrying out all field activities.
9. All work conducted in support of this Agreement shall comply with all federal and state laws applicable to DFSP.
10. The Installation Representative and CATR shall be notified immediately if any activities are noted which may adversely affect natural resources on SCI.
11. SCI is a secure facility. Prior to accessing the Installation the Recipient shall coordinate with the IR to review the guidelines for conducting work on the Installation. This meeting can be conducted as part of the kick-off meeting.
12. Photography is restricted on the Installation. The Recipient and all of his representatives are required to obtain permission from the IR prior to taking any photographs on the Installation. Only photographs of Agreement-related activities will be permitted.
13. The Recipient shall review pertinent files at the Installation and past research conducted at the Installation.
14. At no additional cost to the Government, the Recipient shall be in possession of all necessary permits (as described above) from the U.S. Fish and Wildlife Service (USFWS) necessary to conduct the activities stipulated in this Agreement. All permits will be submitted as part of the proposal.
15. All parties involved in this Agreement agree to comply with all applicable laws and regulations pertaining to the provision of safe and respectful workplace and to provide a work environment free of harassment and intimidation for such party's own employees and third parties.
16. All work conducted in support of this Agreement shall comply with all federal laws applicable to the Installation including, but not limited to, the Endangered Species Act, the Clean Water Act and the Migratory Bird Treaty Act.
17. 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. Installation 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 Installation driving privileges for one year.
18. All field notes, field data forms, electronic storage of field data, photographs, etc. collected and produced as part of this Agreement are the property of the DoN. Legible copies of the field notes, data forms and other information shall be provided to the CATR and Installation Representative upon request.

19. The data obtained during this Agreement shall be scientifically defensible and suitable for publication. 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 or Installation Representative, at their discretion, may subject draft work plans, draft reports or draft manuscripts to external peer review.

20. In order to avoid impacts to federally listed, rare, or endemic plants the Recipient must coordinate all vegetation and ground disturbing activities with the IR. 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.

21. No ground disturbing activities are to take place without the concurrence from the IR. 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.

22. No buildings will be modified or altered without permission from the IR and designated base personnel. The Recipient shall not violate the National Historic Preservation Act.

23. 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.

24. The Recipient shall inform the CATR and Installation Representative via e-mail of any unusual activity observed while conducting surveys in the field (e.g. trespassers or persons in unauthorized areas). Information should include (a) location, (b) date, (c) time, and (d) any detailed facts regarding the activity.

25. The Recipient shall inform the CATR and Installation Representative via e-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 Species of Special Concern). Information should include (a) location, (b) date, (c) time and (d) any detailed facts about the sighting.

26. Throughout the term of this Agreement the CATR and the Installation 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.

27. The DoN, via the CAA, may request updated data presented on maps, figures and/or tables whenever the DoN's need to obtain this information is before the next report required under Section I of this Agreement. The Recipient shall forward the requested data electronically within ten (10) days from the date of request. If the requested data cannot be provided within this time frame, the Recipient shall forward electronically the most updated raw data to the CAA, via the CATR (cc provided to Installation Representative). The DoN understands that facilitating the requested most updated data may reduce the amount of work that would normally be accomplished during the period of time required to complete the request. The Recipient shall document the amount of efforts and its translated cost estimate that would have been incurred by the Recipient to complete the request for updated data. This document shall be electronically forwarded to the CAA (via CATR and cc provided to Installation Representative) to review so that the DoN will have a firm understanding on the amount of work displaced that would have normally been accomplished during the period of time required to complete the request.

H. SPECIFIC REQUIREMENTS

The following specific work requirements for this Cooperative Agreement shall be consistent with the requirements of the 2008 BO, 2013 SCI Integrated Natural Resources Management Plan and all pertinent federal, state and local laws and regulations. All work shall be coordinated with the CATR and IR.

1. Rare Plant Survey

Locate and map populations, record species associates and habitat characteristics, and determine the distribution and abundance of all federally endangered, proposed for listing, candidate and other rare plant species that occur on San Clemente Island including those in and adjacent to AVMAAs, the IOA, and TARs, as stated in Conservation Measures TAR-M-1 and AVMC-M-2 of the SCI BO.

Determine current status of each species in comparison with previous survey results.

Collect and process voucher specimens of vascular plant species that are currently missing from the San Clemente Island herbarium.

The study area shall encompass all of San Clemente Island, including, but not limited to, all of the canyons on both sides of the island and the upper and lower marine terraces in areas not previously sampled during the Kellogg study (1994) and Junak et. al. studies (1998, 2006). Access to certain isolated areas may be via foot, or boat. The Cooperator shall not access areas off limits due to the potential presence of UXO unless explicitly authorized by the Navy. Maps of these areas will be provided to the Cooperator upon contract award

The Cooperator shall conduct rare plant surveys beginning in the 2016-2017 growing season. All surveys shall be completed by December 2017.

The Cooperator shall survey the project area on foot at least three times to coincide with the appropriate blooming period to identify all rare plants that may occur within the project area.

The Cooperator shall focus surveys in the appropriate areas for the rare plant species / subspecies / varieties likely to occur within the project area as determined by habitat, soils, slope and aspect.

The Cooperator shall use all available data on past surveys (Junak, et. al. 1998, 2003, SDSU 2014) to continue existing data sets.

The location of all rare plant occurrences shall be mapped using a **sub 0.5 meter** global positioning unit. Each rare plant species / subspecies / variety found within the project area shall be photo-documented in order that both form and diagnostic characteristics are illustrated. The Cooperator shall compile a list of all plant species observed within the project area while conducting rare plant surveys.

The Cooperator shall create a GIS map depicting locations of all rare plants found during the survey, the **survey area** and the survey routes all of which are overlain on an aerial photograph. Individual plants shall be mapped as points. Occurrences of groups of plants shall be mapped as polygons with the plant density within the polygon indicated on the map.

Two color copies and two electronic copies (on CD-ROM) of the GIS map shall be submitted to the PAR no later than December 2017.

Two color hard copies and two electronic copies (on CD-ROM) of the photo-documentation depicting the form and diagnostic features of each rare plant species / subspecies / variety found within the project area shall be submitted to the COR no later than December 2017.

TABLE 1: SENSITIVE PLANT SPECIES TO BE SURVEYED

| Taxon | Family | Life form | Distribution | Priority |
|---|------------------|----------------------|----------------------------------|-----------------|
| Federally endangered species | | | | |
| <i>Castilleja grisea</i> | Scrophulariaceae | Perennial herb | SCI | 1 |
| <i>Delphinium variegatum</i> ssp. <i>kinkiense</i> (<i>D. kinkiense</i>) | Ranunculaceae | Perennial herb | SCI | 1 |
| <i>Lotus dendroideus</i> var <i>traskiae</i> | Fabaceae | Semi-evergreen shrub | SCI | 1 |
| <i>Malacothamnus clementinus</i> | Malvaceae | Deciduous shrub | SCI | 1 |
| <i>Lithophragma maximum</i> | Saxifragaceae | Perennial herb | SCI | 1 |
| <i>Sibara filifolia</i> | Brassicaceae | Annual herb | SCI | 1 |
| Additional sensitive species | | | | |
| <i>Aphanisma blitoides</i> | Chenopodiaceae | Annual herb | S. CA | 1 |
| <i>Astragalus nevinii</i> | Fabaceae | Perennial herb | SCI | |
| <i>Brodiaea kinkiensis</i> | Liliaceae | Perennial herb | SCI | |
| <i>Camissonia guadalupensis</i> ssp. <i>clementina</i> | Onagraceae | Annual herb | SCI | |
| <i>Ceanothus megacarpus</i> ssp. <i>insularis</i> | Rhamnaceae | Shrub | Channel Islands | 1 |
| <i>Crossosoma californicum</i> | Crossosomataceae | Deciduous shrub | S. CA, Guadalupe I. | 1 |
| <i>Cryptantha traskiae</i> | Boraginaceae | Annual herb | Channel Islands | 1 |
| <i>Delphinium variegatum</i> ssp. <i>thornei</i> | Ranunculaceae | Perennial herb | SCI | 1 |
| <i>Dendromecon harfordii</i> var. <i>rhamnoides</i> | Papaveraceae | Evergreen shrub | Channel Islands | 1 |
| <i>Poa thomasi</i> | Poaceae | Annual herb | Channel Islands, Guadalupe I. | 1 |
| <i>Eriogonum giganteum</i> var. <i>formosum</i> | Polygonaceae | Shrub | SCI | 1 |
| <i>Eschscholzia ramosa</i> | Papaveraceae | Annual herb | Channel Islands, Guadalupe I. | |
| <i>Euphorbia misera</i> | Euphorbiaceae | Shrub | S. CA | |
| <i>Galium catalinense</i> ssp. <i>acrispum</i> | Rubiaceae | Shrub | SCI | 1 |
| <i>Hazardia cana</i> | Asteraceae | Shrub | SCI, Guadalupe I | |
| <i>Lavatera assurgentiflora</i> ssp. <i>glabra</i> | Malvaceae | Shrub | SCI, Catalina I | |
| <i>Lotus argophyllus</i> var. <i>adsurgens</i> | Fabaceae | Perennial herb | SCI | |
| <i>Lycium brevipes</i> var. <i>hassei</i> (possibly <i>extinct</i>) | Solanaceae | Deciduous shrub | S. CA | 1 |
| <i>Phacelia floribunda</i> | Hydrophyllaceae | Annual herb | Channel Islands | 1 |
| <i>Rhamnus pirifolia</i> | Rhamnaceae | Shrub | Channel Islands, Guadalupe I. | 1 |

The Cooperator shall collect data on sensitive species that is equivalent to data recorded on a “Native Species Field Survey Form” from the California Natural Diversity Database for each sensitive species documented. With this data the Cooperator shall prepare a table listing each rare plant species / subspecies / variety that occurs within the project area and, for each species / subspecies / variety listed with population size, range, distribution and distribution patterns, etc. Two electronic copies (on CD-ROM) of the table shall be submitted to the COR and SC no later than December 2017.

2. Grassland Restoration

The Cooperator shall develop a native grassland restoration site. Among the various challenges on SCI are genetic integrity of existing grasslands, invasion by non-native species, drastic changes in the natural fire regime, and integrating grassland management with wildlife species such as the Island fox and the federally listed loggerhead shrike, both of which occupy native grassland habitat. In addition, increased training activity on SCI may result in increased human use of this habitat resulting in further impacts. The maintenance period shall be for one year.

The purpose of this task order is to: (1) Restore native grassland within a treatment area within an approximately 20-acre site on SCI by controlling invasive exotic plants and seeding and/or outplanting natives. (2) Use the findings of this work to guide future grassland restoration on SCI.

During the 2016-2017 growing season, the Cooperator shall perform seeding, mechanical weed control and herbicide application treatments within a 300 square meter grassland restoration site. The Cooperator shall also provide monitoring of the site for one year. All plant material utilized shall originate from SCI. A description of treatment and monitoring methods and a schedule of activities shall be included in the work plan. Outplanting success rate shall be a minimum of 60% after one year and invasive weed cover shall be no more than 2% of total cover. Monitoring data shall be collected in a manner that will yield statistically sound results.

3. SCI Fire Management Plan Implementation

The SCI Wildland Fire Management Plan recommends that fire season should be declared when live fuel moisture reaches or drops below 200%. Proposed revisions to the plan lower the recommended fuel moisture level used in the declaration of fire season. This would shorten fire season and allow for more operational flexibility. To support technical recommendations of the plan, the Cooperator shall monitor live fuel moisture levels consistent with this protocol through the period of performance of this Agreement.

The cooperator shall create and maintain a 60 ft wide fuel modification zone around the VC-3 area of SCI utilizing line trimmers or other handheld mowing devices to reduce vegetation height to no more than 4 inches height in this area for the length of this agreement. The total linear length of the fuel modification zone is approximately 3 miles. Vehicles are not allowed off of the road in this area. Mowers maybe used as long as they remain on the road. Invasive weeds shall be treated in this area to a level of less than 5% cover.

4. *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 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. The Cooperator shall provide all plantings, which must be grown from sources from SCI. The Cooperator shall monitor and maintain the site for the duration of the Agreement. Outplanted *Poa* shall have a minimum 60% survival rate one year after planting, and cover of invasive weeds shall be below 2%.

I. MEETINGS/COORDINATION

1. The Recipient or his/her designee will attend (either on site or via telephone) a kick-off meeting with the CATR, IR and/or other necessary parties to ensure coordination of activities. The CATR or IR shall arrange the meeting.
2. The Recipient shall attend quarterly coordination meetings with the CATR, IR and other environmental staff.
3. The Recipient shall be available on an intermittent basis throughout the Agreement period for consultation with the CATR and IR on matters involving plant rearing, habitat restoration, endangered species, or other matters related to this Cooperative Agreement. This may require up to an additional 4 site visits per year.

J. SUBMITTALS and SCHEDULES

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.
2. Submittals
 - a. Quarterly Progress Reports. The quarterly progress reports shall include a summary of all findings to date (not presented in previous progress reports) and a listing of all significant information or events pertaining to the plant propagation and habitat restoration efforts. The progress report shall include, at a minimum: names of investigators and observers participating during the month; areas surveyed (if applicable); number of man hours; current seed list with relative quantities; propagation progress for PVB rearing program; and a two to three paragraph summary outlining pertinent observations/information noted and activities accomplished during the reporting period. Progress Reports shall be submitted to the CATR and IR via e-mail. Each Progress Report shall be submitted no later than the fifteenth (15th) of the month following the end of one quarter of a year, or the next workday if the fifteenth falls on a weekend. Any suggested revisions will be accomplished within 15 days. Progress reports may be suspended with prior approval of the CATR.
 - b. Draft and Final work plan. The Recipient shall present a draft work plan within 30 days of award of this Agreement. The draft work plan will include planned seed collection and plant propagation activities, deerweed field survey methods, protocols, and a timeline for conducting the work. The draft work plan will be reviewed by the CATR and IR, who will provide the Recipient their respective comments, suggestions, or edits (if there are any) within 30 days from receipt of the draft work plan. The Recipient shall incorporate all comments, suggestions, or edits (if there are any) provided by the CATR and Installation Representative to the "Final Work Plan", and the Recipient shall submit (electronically via email) the "Final Work Plan" within 15 days from the date the Recipient received the review comments provided by the CATR and Installation Representative. If the CATR and Installation Representative do not have any comment, suggestion, or edit on the draft work plan, the document shall be resubmitted marked "Final Work Plan" under this Agreement. The work plan must be approved by the IR and CATR prior to initiation of work on the installation.
 - c. Draft and Final Annual Habitat Survey Report. The draft Annual report shall be submitted no later than November 2017. The report shall be in scientific format and include the following: 1) Title page showing title, date, cooperative agreement number, Installation Representative and Cooperative Agreement Technical Representative contact information; 2) Sub-title page showing title, prepared by and for listings, date and recommended citation; 3) Table of contents; 4) Abstract or Executive Summary; 5) Introduction; 6) Methods; 7) Results; 8) Discussion; 9) Conclusions (to include synthesis with previous work and recommendations for future study).
 - d. Specific information contained in the Habitat Survey report shall include, but not be limited to, the following:
 - (1) A map designating transect locations with respect to the "restoration polygons" identified in the DFSP, San Pedro Integrated Natural Resources Management Plan.
 - (2) Digital photographs documenting all aspects of survey work, including photographs of each transect.

- (3) A list of all rare plant species observed.
- (4) Discussion of restoration areas and suitability of habitat for PVB and CAGN.
- (5) A comparison, including all known data, of PVB habitat suitability relative to each transect.
- (6) Discussion of any trends observed, as well as possible explanations, especially as it relates to the long-term survival of the PVB on DFSP, San Pedro.

3. Deliverable Specifics

- a. All Final Reports shall be submitted within 30 days of receipt of Government comment. The government will have a 60 day review period from receipt of the Draft Reports to comment. The Final Reports shall be submitted within 30 days of receipt of Government comments. 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.
- b. The Recipient shall provide all required draft reports as electronic files, either as email attachments, sent to the CATR on CD, or downloadable via FTP site. The Recipient shall provide six (6) bound copies of the final deliverables, each with an associated CD containing the report, maps, photographs and any pertinent supplemental information.
- c. 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:
 - there are typographical errors, spelling, or grammar mistakes; or
 - results and discussion are not tied directly and continually to natural resource management concerns of the installation; or
 - the document is not organized in a manner that flows well; or
 - the document does not provide appropriate context, background, literature review, and comparison to other relevant studies, locations, and similar species.
 - The appropriate style guide is not adhered to (in most cases this is the JWM or CSE).
- d. The draft report shall be a complete document that has been proofread for spelling and grammatical errors and contains all text, figures, graphics, photographs and tables provided for review.
- e. The government will have 30 calendar days from receipt of draft final report(s) (incorporating comments) to review the final report to ensure comments were addressed. If review and acceptance by government is not completed within the 30 calendar day review period the document will be deemed to be constructively accepted and submission of final deliverables will begin. Only the CAA has the authority to make changes to the 30 calendar day review period.
- f. Data. All raw data, data sheets and electronic databases (including GIS data) shall be submitted as appendices or supplemental information with the draft Annual Report. If too large to be included with the other draft submittals, the Electronic databases shall be submitted on a labeled CD-ROM. The final versions of these databases will be included on the CD-ROM's attached to the final reports.
- g. Maps
 - 1). All maps created for this Agreement shall be incorporated in the draft and final reports. All maps shall be printed on 8.5 by 11-inch paper or 11 by 17-inch paper folded to match the size of the report(s).

2). All maps shall be printed at an acceptable scale using a State Plane projection, Zone 0405, North American Datum 1983 or USGS. Electronic copies of all maps shall also be provided.

3). All maps created for this Agreement shall contain the following information: (a) title, (b) scale bar, (c) legend, (d) date, (e) north arrow and (f) notation identifying who prepared the map.

h. Photographs

The Recipient will document and record pertinent aspects of the work using color digital imagery. The Recipient will provide camera and all necessary equipment. Photographs of activities documented shall be included as an appendix on CD ROM. All photographs shall become DoN property and shall be submitted with the final report. All original photographs shall be appropriately labeled with information to include:

date
location (specific place and Installation)
subject/activity
activity documented,
identification of any people in the picture
photographer.

K. DATA AND PUBLICATION

1. This Cooperative Agreement is subject to, and Recipient shall comply with, 2 CFR 200.315 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.

2. The acknowledgements for any paper or presentation resulting from this work shall include the following statement: "This research was funded by San Clemente Island."

3. 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.

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.

L. 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 at the Installation and Public Affairs Officer at NAVFAC SW through the IR and CATR.

M. 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 SSHO 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.

N. 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.

O. INSURANCE

1. 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.”

2. 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.

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 O, 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 A 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 A, Section 2.)

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 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 O, the Recipient shall promptly give notice thereof to the Government and, to the extent of its liability as provided in this Section O, 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 O, 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 O, 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.

P. PAYMENTS

1. Partial payments equal to the amount of work accomplished may be made monthly during the field work portion; after submittal of the draft reports; and after receipt of the final reports.
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 J 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 in accordance with Defense Federal Acquisition Regulation (DFAR) 252.232-7006 Wide Area Work Flow Payment Instruction. See Attachment C WAWF Instructions for instructions on payment procedures.

Q. 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.fsrcs.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/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.frs.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.

END

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 Defense Fuel Support Point, San Pedro under this Cooperative Agreement, No. N62473-16-2-0006.""

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

ATTACHMENT A (Continued)
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 Defense Fuel Support Point, San Pedro under this Cooperative Agreement, No. N62473-16-2-0006."

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 B
DRAFT AND FINAL REPORT FORMAT

The Annual Report shall follow the formats described by Messmer, T.A and M.L. Morrison 2006. Unified Manuscript Guidelines for the Wildlife Society Peer-Reviewed Publications. Journal of Wildlife Management, 70(1): 304-320, as appropriate, with the following outline:

- i. Title page showing the title, date, and CATR and Installation representative location and Cooperative Agreement Number
- ii. Sub-title page showing:
 - (a) Title
 - (b) "Prepared by" listing with affiliations
 - (c) "Prepared for" listing, and shall include the Installation representative location
 - (d) "Under contract to" listing, and shall include the CATR representative location
 - (e) Date
 - (f) Recommended citation
- iii. Table of contents, arranged as follows:
 - (a) Table of contents
 - (b) List of tables
 - (c) List of figures (photographs are considered figures)
 - (d) References/literature cited
 - (e) List of appendices
- iv. Abstract
- v. Introduction
- vi. Study Area
- vii. Methods
 - (a) This section should not be quantitative in nature, but should include information such as specific hours of the day, days of week that surveys/observations were accomplished, survey procedures, equipment used, etc.
 - (b) Each method used to acquire data must be explained in sufficient detail such that another researcher could duplicate the study.
 - (c) Each statistical technique used must be accompanied by a justification and explanation as to why that particular test was chosen to analyze the data set.
- viii. Results at a minimum include:
 - (a) Data collected from tasks identified. Data are to be presented using both tables and figures. Cumulative analyses of data collected by previous contractors between 1998 and 2006 shall be conducted where appropriate and scientifically meaningful.

- (b) Total man-hours spent by time period (0400 - 1200 hrs. and 1201 - 2000 hrs.), for: surveying - by site (canyon or other identified geographic area), monitoring each nest site, and any other information that would enable the reader to specifically quantify total man-hours spent on each significant activity.
 - (c) The chronology of releases including locations, and distribution, and the success of nesting
 - (d) The incidental observations of potential predators
- ix. Discussion. At a minimum this section shall include:
- (a) A biologically meaningful synthesis and discussion of current and past results and with other recent studies obtained from the most updated scientific manuscripts, including unpublished scientific literatures, if available.
 - (b) Relevant work from previous research conducted, as appropriate, particularly in reference to long-term data collection and cumulative analyses.
- x. Conclusions and Management Implications
- (a) Provide a summary highlighting the important factors influencing shrike survival and nesting success
 - (b) Provide a list of recommendations to improve or increase the efficiency of shrike management actions
 - (c) Provide recommendations to improve shrike management
- xi. Acknowledgments
- Include the following statement: "This research was funded by Insert name of Installation or Command."
- xii. Appendices. All appendices contained in Heath et al. 2006 shall be included, with any appropriate additional appendices.
- xiii. Electronic Appendices. Two copies of each Appendix shall be submitted on CD-ROM(s) as described below. 'Read Only' formatted files will not be accepted. The CD ROM(s) shall include an ASCII text file labeled README. The README file is to describe the contents of each CD and the total number of CDs. Should the Installation Representative and/or CATR have problems loading the data into the Navy's database, or should the data be incorrectly recorded, the Recipient will work with the CATR and/or Installation Representative to correct the problem. Successful loading of the data must be accomplished by Insert date or number of days.
- (a) An inventory (to be included as an Appendix) of all equipment and supplies \leq \$5000 purchased under this Agreement. The Recipient's property management standards for equipment acquired with Federal funds and federally-owned property shall include all of the following:
 1. Records for equipment and federally-owned property shall be maintained accurately and shall include the following information:
 - a. A description of the equipment or federally-owned property.
 - b. Manufacturer's serial number, model number, Federal stock number, national stock number, or other identification number.
 - c. Source of the equipment or federally-owned property, including the award number.
 - d. Whether title vests in the recipient or the Federal Government.
 - e. Acquisition date (or date received, if the property was furnished by the Federal Government) and cost.
 - f. Information from which one can calculate the percentage of Federal participation in the cost of the equipment (not applicable to property furnished by the Federal Government).
 - g. Location and condition of the equipment or federally-owned property and the date the information was reported.

- h. Unit acquisition cost.
- i. Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a Recipient compensates the DoD Component that made the award for its share.

2. Property owned by the Federal Government shall be identified to indicate Federal ownership.

3. A physical inventory of equipment and federally-owned property shall be taken and the results reconciled with the equipment records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the accounting records shall be investigated to determine the causes of the difference. The Recipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment or federally-owned property.

- (a) An electronic copy of the report (text, tables and figures, not to include color photos or figures submitted in ARCVIEW) shall be submitted with the final report in a format readable by Microsoft Word.
- (b) All databases containing raw data and all associated electronic data summary and analytical files shall be formatted in Excel, Word, Dbase IV, or any compatible Microsoft database software. Microsoft ACCESS files shall include all queries, reports, tables etc.
- (c) All electronic source files for tables and figures shall be labeled and submitted.
- (d) Electronic versions of all appendices printed in the FAR in formats readable by Microsoft Word or Excel.
- (e) Electronic copies of all GIS coverages developed as part of this Agreement shall be submitted with the final report. These coverages shall be compatible with the existing GIS and readable in ARCVIEW 3.2.

ATTACHMENT WAWF INSTRUCTIONS

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: **N62473-16-2-0006**

(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.

(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 | N62473 |
| Admin DoDAAC | N62473 |
| 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)

252.204-0001 Line Item Specific: Single Funding. (SEP 2009)

The payment office shall make payment using the ACRN funding of the line item being billed.