

**EVALUATION OF ABALONE MICROHABITAT ASSOCIATIONS IN SUPPPORT OF THE BLACK
ABALONE ON NAVAL AUXILIARY LANDING FIELD
SAN CLEMENTE ISLAND, CALIFORNIA
(Period of Performance: 36 months from award)**

July 2022

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A. INTRODUCTION

San Clemente Island (SCI) has one of the last remaining populations of black abalone (*Haliotis cracherodii*) in southern California. Beginning in 1981, the mainland black abalone populations experienced large scale mortality events associated with Withering Syndrome. Eventually, populations declined dramatically throughout their range including those on SCI. Due to the substantial decrease in population size, National Marine Fisheries Service (NMFS) listed the black abalone as endangered under the Endangered Species Act in January 2009 (74 FR 1937) and designated critical habitat in 2011 (76 FR 66806). However, SCI received a critical habitat exclusion based on determinations that the Navy's SCI Integrated Natural Resource Management Plan (INRMP) provides benefits to black abalone.

Through proactive management efforts, the Navy is able to maintain both sustainable military and fleet readiness and conserve its sensitive marine resources with no net loss to the mission. This is accomplished through annual rocky intertidal and abalone population monitoring conducted by the Navy. However, additional research on microhabitat associations is necessary to identify specific barriers to black abalone recovery. Juvenile abalone are subject to much higher mortality rates compared to adults. Predation is one major contributor to mortality of juvenile abalone as they are more susceptible to predators at smaller sizes. Generally, juvenile abalone are found in cryptic microhabitats to presumably avoid predation with adults common in more open cracks and crevices. However, the mechanisms that drive these shifts and preferences of various microhabitats at different size classes of abalone are poorly understood. This project will evaluate abalone microhabitat associations and the mechanisms that drive these associations to support the recovery of endangered black abalone at San Clemente Island and to address some of the knowledge gaps outlined in NMFS's Black Abalone Recovery Plan.

The principal components of this cooperative agreement are to utilize red abalone (*H. rufescens*) as a surrogate to: (1) conduct laboratory experiments to evaluate abalone microhabitat preferences at different size classes; (2) conduct laboratory experiments to evaluate performance of abalone at different size classes as it relates to habitat preferences; (3) conduct field experiments to evaluate size-dependent microhabitat preferences as it relates to predation; and (4) develop a report and manuscript with results of experiments.

B. PURPOSE

The overall goal of this study is to evaluate microhabitat associations of red abalone to inform management efforts and strategies for the protection of the critically endangered black abalone. All efforts in this agreement support requirements in the NMFS critical habitat exclusion.

The specific objectives of this study are to:

- (1) understand abalone microhabitat preferences and abalone performance how/if these metrics change with size class
- (2) understand the mechanisms underlying microhabitat preferences

This agreement includes four Base tasks. The first Base task is to conduct laboratory experiments to evaluate abalone microhabitat preferences. The second Base task is to conduct laboratory experiments to evaluate abalone performance. The third Base task is to conduct field experiments to evaluate abalone size-dependent microhabitat preferences as it relates to predation. The fourth Base task is to develop a report and manuscript with results of experiments.

C. LOCATION

Experiments will support the black abalone conservation and recovery program at Naval Auxiliary Landing Field, San Clemente Island, California. The Recipient shall have access to the laboratory equipment and culture facilities required to conduct this study. Field experiment locations are to be determined by the Cooperative Agreement Technical Representative.

D. DESIGNATED REPRESENTATIVES

1. The Cooperative Agreement Administrator (CAA) is Kevin Magennis, Contract Specialist, Naval Facilities Engineering Systems Command Southwest, 750 Pacific Highway, San Diego, CA 92132-5190, telephone (619) 705-5566, and email kevin.e.magennis.civ@us.navy.mil.
2. The Cooperative Agreement Technical Representative (CATR) is Aaron Hebshi, Natural Resource Specialist for Naval Facilities Engineering Systems Command Southwest, Environmental Core, 750 Pacific Highway, San Diego, CA 92132-5190, telephone (619) 705-5559, and email aaron.j.hebshi.civ@us.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 Pacific Fleet 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 U.S. Commander, Pacific Fleet Representative is Kimberly O'Connor, Naval Air Station North Island, P.O. Box 357033, San Diego, CA 92135, telephone: (619) 545-9339, and email kimberly.oconnor@navy.mil.

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

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.

The Recipient 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 Recipient.

For the purposes of this Agreement, the term Recipient shall mean - **To Be Determined**.

E. PERIOD OF PERFORMANCE

The period of performance covered by this agreement is 36 months upon award. The proposed period of performance consists of one 36-month base period. The end date is the anticipated date that the Final Report is accepted by the Government. The period may be extended by written modification. The exact period of work performance will be determined upon award. 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 Recipient 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. Recipient 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. The Recipient shall pay for or replace any items borrowed that are damaged, stolen or lost.

- a. Rocky intertidal reports of previously conducted surveys from SCI and San Nicolas Island
- b. SCI Integrated Natural Resource Management Plan (INRMP) 2013

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 Recipient equipment is subject to inspection and approval by the CATR.
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 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 range. 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 rocky intertidal ecosystems surveys.
5. Due to the complexity of work, the Recipient shall provide the following key personnel with the following minimum qualifications:
 - A. Principal Investigator: 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 are met on a daily basis. This person shall have, at the minimum:
 - i. A PhD in Applied Biology or related science.
 - ii. Experience and knowledge of rocky intertidal ecosystems in relation to: evaluating invertebrate habitat preferences in the laboratory and field, and understanding size-dependent behaviors in invertebrates as it relates to predators that is demonstrated by at least 10 years of previous work or research experience.

B. Lead Research Technician: The recipient shall have, or have immediate access to personnel that have, at the minimum:

- i. A Bachelor's Degree in Biology or related science, with coursework in Marine Botany and Conservation Biology.
- ii. Demonstrated experience with conducting behavioral assays with marine invertebrates, conducting animal movement experiments, preparing scientific manuscripts for peer-review, experience with data management and analysis, completed graduate level courses in Ecology and Statistics, and experience with video analysis software.

C. Assistant Research Technician: The recipient shall have, or have immediate access to personnel that have, at the minimum:

- i. Completed at least 2 years of a Bachelor's Degree in Biology or related science.
- ii. Demonstrated experience with designing research products, experience coding in R for statistical analysis, and completion or enrolled in coursework that includes Ecology and Algae.

6. 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.
7. The Recipient shall work closely with the CATR in planning and carrying out all field activities.
8. All work conducted in support of this Agreement shall comply with all applicable federal and state laws.
9. If there is an incident which the Recipient believes may involve "take" of an endangered species and involves an activity permitted under the endangered species permit, the Recipient shall follow the procedures in the permit and notify the CATR immediately.
10. If there is an incident which the Recipient believes may involve "take" of an endangered species that results from an activity not listed on the permit, the CATR shall be contacted immediately.
11. Photography is restricted at SCI. Only planned subtidal images and/or photographs of Agreement-related activities will be permitted. The Recipient shall notify the CATR at least three weeks prior to visiting SCI to be placed on the approved photographer list.
12. The use of SCI by the Recipient is on a "not to interfere" basis.
13. At no additional cost to the Government, the Recipient shall be in possession of all necessary permits necessary to conduct the activities stipulated in this Agreement.
14. 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.
15. All work conducted in support of this Agreement shall comply with all federal laws including, but not limited to, the Marine Mammal Protection Act, Endangered Species Act, the Clean Water Act and the Migratory Bird Treaty Act.

16. 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.
17. All work conducted under this Agreement shall be in accordance with Naval Auxiliary Landing Field San Clemente Island Instructions, including but not limited to HOW TO DO BUSINESS ONBOARD SAN CLEMENTE ISLAND Instruction.
18. Ground transportation. The US Navy shall authorize Recipient personnel to use US Navy-owned vehicles on SCI in direct support of tasks specified under this Agreement. The Recipient shall ensure that any employee operating a US Navy-owned vehicle is properly trained and possesses the appropriate state license required for the vehicle or equipment class. The Recipient shall comply with all Naval Base Coronado (NBC) instructions for operation of vehicles on SCI. Prior to operating any Government Services Administration (GSA)-owned vehicle, the Recipient shall ensure compliance with GSA rules, regulations, and policies regarding the use and operation of such vehicles. US Navy GSA furnished transportation-related equipment and materials shall remain the property of the US Navy upon Agreement completion. Payment accounts must be established with the Comptroller to receive a Job Order Number. The CATR will provide the most current contact information and vehicle rental rates.
19. Air Transportation. The US Navy will provide the Recipient and/or staff with no-cost air transportation between NBC and SCI on a regularly scheduled air carrier. Space on flights is not guaranteed and seats are subject to availability. The Recipient should make flight reservations with CATR as far in advance as possible.
20. Lodging. The Recipient is responsible for making all room reservations. Reservations and payments can be made by calling Navy Lodging. The CATR can provide the current lodging rate, and rates usually increase on an annual basis in October.
21. Identification badges, if required, will be furnished based on the individual installation security procedures. Recipient is responsible for all costs, if any, associated with obtaining proper credentials, including participation in the Defense Biometric Identification System (DBIDS) program. The Recipient must immediately report instances of lost or stolen badges to the Contracting Officer. Failure of Recipient personnel to obtain entry approval will not affect the task order price or time of completion. All Recipient personnel shall become familiar with and obey all Government regulations including fire, traffic, and security regulations. Refer to individual task order or Installation requirements provided at the kick-off meeting. Recipient personnel will not be admitted to the work site without approval. Access requirements will be as identified in station policy for each location. Some facilities, or areas within some facilities, restrict access to U.S. Citizens only.
22. Prior to entering the field each day, the Recipient shall notify SCI Range Coordination by Navy-provided radio as to the area or areas where work will be accomplished. Upon returning from the field, the Recipient shall check-in with SCI Range Coordination by radio. The appropriate SCI personnel to contact and procedures will be provided to the Recipient by the CATR.
23. Staff working on this Agreement shall carry a functioning two-way radio while conducting fieldwork on SCI, to be provided by the Navy.
24. All personnel must complete Unexploded Ordnance (avoidance) training prior to working on SCI. This training can be arranged through the CATR with the appropriate on-island staff.

25. Unexploded ordnance may be encountered while conducting fieldwork. Recipient shall not touch or attempt to pick-up any suspected ordnance. Recipient shall place flagging in the general area of the ordnance and notify the SCI Range Coordination personnel and the CATR immediately, of the location of the ordnance.
26. 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 Department of the Navy. Legible copies of the field notes, data forms and other information shall be provided to the CATR at the end of the field year.
27. 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.
28. The Recipient shall inform the CATR 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.
29. The Recipient shall inform the CATR via e-mail of any unusual animal 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.
30. Throughout the term of this Agreement the CATR 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.
31. The Department of the Navy, via the CAA, may request updated data presented on maps, figures and/or tables whenever the Department of the Navy'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. The Department of the Navy 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) to review so that the Department of the Navy 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 all pertinent federal, state and local laws and regulations. All work shall be coordinated with the CATR.

BASE TASKS:

1. Laboratory Microhabitat Association Experiments:

The Recipient shall conduct laboratory experiments using red abalone to evaluate microhabitat preferences at different juvenile size classes. Choice experiments shall include habitat options consistent with those naturally occurring in abalone habitat. Methods shall follow those of standard laboratory choice experiments for abalone.

The Recipient shall be responsible for following all established protocols for treating abalone to avoid the spread of pathogens.

2. Laboratory Performance Experiments:

The Recipient shall conduct laboratory experiments using red abalone to evaluate if microhabitat preferences are related to performance. Abalone will be reared in the laboratory with different microhabitat associations. Shell growth and gonadal development of abalone shall be measured as metrics for performance but are not limited to these metrics. Gonadal development shall be measured utilizing non-invasive ultrasound techniques developed under a previously funded Cooperative Agreement (N62473-19-2-0023).

The Recipient shall be responsible for following all established protocols for treating abalone to avoid the spread of pathogens.

3. Field Microhabitat Experiments:

The Recipient shall conduct field experiments using red abalone to evaluate if microhabitat preferences are related to size-dependent differences in relative mortality to predation. Field experiments may include but are not limited to tethering of abalone and mobile hosts. Methods may include tethering animals of different size classes in proximity to various microhabitats and are expected to last 48 hours or less. All abalone shall be removed from the field at the conclusion of the experiment.

The Recipient shall be responsible for obtaining all state and federal permits necessary to conduct field experiments and Navy approval. Field location is TBD and will be chosen in collaboration with the CATR but may include travel to SCI.

The Recipient shall be responsible for scheduling and coordinating field activities such as surveying with the CATR and other necessary installation personnel. The Recipient shall be responsible for providing information necessary to obtain security passes for all personnel and vehicles requiring access to the Navy installations at least one month prior to experiments.

4. Reports and Manuscripts:

An annual draft and final report shall be submitted to include a brief summary of work completed to date. A report shall be drafted for work completed in year 1 and year 2, the peer-reviewed manuscript will serve as the report for year 3. The draft and final report shall be submitted in accordance with Section J. Submittals and Schedules. The report shall be in scientific format and include the following: 1) Title page showing title, date, cooperative agreement number, Cooperative Agreement Technical Representative contact information; 2) Subtitle page showing title, prepared by and for listings, date and recommended citation; 3) Introduction; 4) Methods; 5) Results to date.

Upon completion of all experiments, a peer-reviewed scientific manuscript shall be prepared. A draft manuscript shall be submitted to the CATR prior to submission to scientific journal. The final version shall be submitted to the CATR prior to publication. The acknowledgements for any publications or presentation resulting from this work shall include the following statement: "This research was funded by the U.S. Commander, Pacific Fleet."

In accordance with the California Cooperative Ecosystem Studies Unit Cooperative (CESU) and Joint Venture Agreement, Article II. Statement of Work, the CATR agrees to provide substantial involvement to include, but are not limited, the following:

- NAVFAC SW CATR is involved in the development of study methodology, data gathering, analysis, and/or report writing.
- NAVFAC SW CATR actively participates and collaborates in carrying out the project plan of work and review.
- NAVFAC SW CATR incurs in-kind or direct expenditures in carrying out the activities specified in the statement of work.

I. MEETINGS/COORDINATION

1. The Recipient or his/her designee will attend (via telephone) a kick-off meeting with the CATR, Pacific Fleet Representatives, and/or other necessary parties to ensure coordination of activities. The CATR shall arrange the meeting.
2. The Recipient or his/her designee will ensure coordination of all activities with the CATR via email.
3. The Recipient shall be available on an intermittent basis throughout the Agreement period for consultation with the CATR on matters involving data collection, analysis, reporting, or other matters related to this Cooperative Agreement.

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.

Recipient shall adhere to following schedule, unless otherwise approved by CAA and CATR.

2. Submittals and Deliverable Schedule

Event/Deliverable	Due Date	Delivery Type/Format
BASE TASKS: LABORATORY AND FIELD EXPERIMENTS		
Meetings and Safety Plans		
Kick-off Meeting	Within one month following award	Teleconference
Draft/Final Safety Plans	Within one month following kick-off meeting	Electronic (email)/Microsoft Word (.doc)
Field Experiments		
Coordinate field efforts with CATR	At least 6 months before experiments	N/A
Reporting		
Draft summary report	12 months following award 24 months following award	Electronic (email)/Microsoft Word (.doc)

Final summary report	No later than 30 days after receipt of Navy comments	Electronic (email)/Microsoft Word (.doc)
Draft peer-reviewed manuscript	30 months following award	Electronic (email)/Microsoft Word (.doc)
Final peer-reviewed manuscript	At least 2 weeks prior publication	Electronic (email)/Microsoft Word (.doc)

3. Deliverable Specifics

- a. The Government will have a 30 calendar day review period from receipt of the draft reports to comment. The final reports shall be submitted within 30 calendar days of receipt of Government comments. If necessary, the Government will have a within 15 calendar 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 30-day review period.
- 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 File Transfer Protocol (FTP) site that meets Navy security requirements. If applicable, 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; or
 - 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. Data. All raw data, data sheets and electronic databases (including GIS data) shall be available at the request of the CATR submitted as appendices or supplemental information with the draft 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.

f. 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.
- 4). All GIS data shall comply with the electronic data deliverable specifications described within Attachment C (page 20).

g. 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 Department of the Navy property and shall be submitted with the final report. All original photographs shall be appropriately labeled with information to include:

- date
- location (specific place name, LAT/LONG, bearing, 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 Department of the Navy 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 Department of the Navy thirty (30) days prior to the submission of the work mentioned above.

2. The acknowledgements for any publications or presentation resulting from this work shall include the following statement: "This research was funded by the U.S. Commander, Pacific Fleet."

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 nongovernmental 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 U.S. Commander, Pacific Fleet and Public Affairs Officer at NAVFAC SW through the CATR and CAA.

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, US Army Corps of Engineers Safety & Health Requirements Manual, 30 November 2014 or latest edition. The Government CATR will contact the SW EV Safety Office to check if the project may qualify for the Abbreviated APP, prior to directing the recipient to prepare an APP. Additional specific plan or plans is/are required if the project involves work that is potentially hazardous. List of specific plans is located at section (i) of Appendix A of the EM 385-1-1. Potentially hazardous activities include, but are not limited to:

- soil boring or digging test pits (excludes manual collection of de minimis surface soil samples)
- 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 handing equipment, e.g. crane, forklifts, and hoists
- well drilling and/or well pump repair or replacement
- construction, demolition, or repair of site improvements
- work within 10 ten feet of high voltage lines, or high pressure gas, steam, or water lines

A Site Safety and Health Plan (SSHP) is also required if the work involves potential exposure to hazardous, toxic or radioactive waste (HTRW). The minimum requirement for the SSHP is in Section 33 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 (or latest addition), 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 CA, while ensuring a safe work environment for all personnel involved. The draft APP, SSHP and AHA have to be reviewed by the Government Designated Authorities (SW EV Safety Office, CATR, 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 potential exposure to HTRW. 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 DoD. The Recipient shall certify to CATR that the final APP, SSHP and AHA have 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 40-hours Safety Awareness Training.

Man-hour reporting is also required by the EM 385-1-1 and the Unified Facilities Guide Specifications (UFGS) - 01 35 26, (November 2015) change 8, 08/19. The recipient will provide a Monthly Exposure Report (MER) and will attach this report to the quarterly (or other specified interval) billing request. The CATR will submit a copy of the MER to the SW EV Safety Office.

Site Assist Visit (SAV). While the recipient is performing the job on-site, a SW EV Safety representative may perform an SAV. The recipient is required to comply with the contents of the final APP (with the AHA and/or SSHP, as applicable). Any modifications to the APP shall be approved first by the GDA prior to continuing work. Also the recipient has to comply with the requirements of the Section 1, Program Management, of the EM-385 -1-1, while at the job site.

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 B 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.fsrs.gov> for each first-tier subcontract:

- (a) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has one.
- (b) Name of the subcontractor.
- (c) Amount of the subcontract award.
- (d) Date of the subcontract award.
- (e) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
- (f) Subcontract number (the subcontract number assigned by the Contractor).
- (g) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
- (h) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
- (i) The prime contract number, and order number if applicable.
- (j) Awarding agency name and code.
- (k) Funding agency name and code.
- (l) Government contracting office code.
- (m) Treasury account symbol (TAS) as reported in FPDS.

(n) The applicable North American Industry Classification System (NAICS) code.

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

R. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (2 CFR § 200.216)

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 B WAWF Instructions for instructions on payment procedures.

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 Naval Base Coronado, San Clemente Island under this Cooperative Agreement, No. N62473-22-2-0009."

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 Naval Base Coronado, San Clemente Island under this Cooperative Agreement, No. N62473-22-2-0009."
- 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 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 selfregistration 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: **N62473-22-2-0009**.

(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/ECOMP
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N62473/ECOMP
Accept at Other DoDAAC	N/A
LPO DoDAAC	N62473/ECOMP
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 addresses identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

NAVFAC_SW_ECOMP_inspector@navy.mil

aaron.j.hebshi.civ@us.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)

252.204-0006 Line Item Specific: Proration. (SEP 2009)

The payment office shall make payment from each ACRN in the same proportion as the amount of funding currently unliquidated for each ACRN.