

SCOPE OF WORK FOR
 AGASSIZ'S DESERT TORTOISE (*GOPHERUS AGASSIZII*) MITIGATION WITHIN AND
 AROUND THE SHIELD RANCH GRAZING ALLOTTMENT IN SUPPORT OF TRAINING
 EXPANSION AT MCAGCC, THE MARINE CORPS AIR GROUND COMBAT CENTER,
 TWENTYNINE PALMS, CALIFORNIA

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A. INTRODUCTION

In 2017, the Marine Corps Air Ground Center (MCAGCC) completed a Supplemental Environmental Impact Statement documenting the intent and environmental impacts of increasing its training footprint in a western and southern expansion areas acquired from Bureau of Land Management (BLM) and private landowners. As part of the proposed action, the Marine Corps translocated approximately 1,300 desert tortoise from training areas to adjacent protected areas on the installation and adjacent BLM lands. As stipulated in Biological Opinion (8-8-11-F-65RF) the Marine Corps is required to conduct habitat enhancement, fencing, conservation law enforcement, and other conservation actions in the off-base recipient sites. This proposed Cooperative Agreement seeks to fulfill conservation actions as mitigation for the increased training footprint of the installation.

B. PURPOSE

This Cooperative Agreement outlines terms and the cooperative effort of the DoN, Navy Facilities Engineering Command, Southwest (NAVFAC SW), on behalf of MCAGCC for implementing a cooperative program to conduct conservation actions for desert tortoise in the Shield Ranch Grazing Allotment. This Cooperative Agreement will be used to develop and implement a set of viable conservation actions that shall include any combination of tortoise-protective fencing, off-highway vehicle (OHV) exclusion fencing, closed OHV-route habitat rehabilitation, invasive species control, predator control, conservation monitoring, and conservation infrastructure maintenance (e.g. inspection of all permanent desert tortoise exclusion fencing). The Government will review the proposed actions submitted by Preservation Ranch and will make a collaborative decision on how to meet the desert tortoise recovery goals with Preservation Ranch's proposed actions.

C. LOCATION

Habitat protection and enhancement are to take place within BLM-administered lands of the Shield-Ranch Grazing Allotment.

D. DESIGNATED REPRESENTATIVES

1. The Cooperative Agreement Administrator (CAA) is Reagan Pablo, Contract Specialist, Naval Facilities Engineering Command Southwest, 1220 Pacific Highway, San Diego, CA 92132-5190 telephone (619) 532-2090, and email: reagan.pablo@navy.mil
2. The Cooperative Agreement Technical Representative (CATR) is Dr. Aaron Hebshi, Senior Natural Resources Specialist, Naval Facilities Engineering Command, Southwest, 1220 Pacific Hwy, Bldg 1, San Diego CA 92132; telephone (619) 532-1448 and email: aaron.hebshi@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 Cooperator and Installation Representative (including their respective representatives or staffs) regarding any

inquiries, questions, concerns, and issues related to the implementation of the requirements and specifications of this Cooperative Agreement. The CATR has no authority to make any changes to this Cooperative Agreement, only the CAA may effect any change to this Cooperative Agreement.

3. The Installation Representative is Walter Christensen, Conservation Branch Head at Environmental Affairs Division, MCAGCC Twentynine Palms CA 92278; telephone (760) 830-5200 and email: walter.christensen@usmc.mil.

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

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

5. 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 covered by this agreement is 60 months. 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, Draft Work Plans, etc. Cooperator may not begin performance until preliminary documents are submitted and accepted/approved as appropriate.

F. PROVISIONS TO THE COOPERATOR

MCAGCC agrees to the following terms for this cooperative project:

1. Technical Information. MCAGCC agrees to provide any relevant data housed with the Marine Corps upon request by the Cooperator.
2. Funding. MCAGCC agrees to provide \$1,264,887.00 of funding to support the effort:

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 IR.

2. Recipient shall provide all equipment (unless otherwise stated) and analyses necessary to complete the work described within this Cooperative 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 Cooperative 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 Cooperative Agreement as detailed further in this Scope of Work.

4. The Recipient shall manage the total work effort and assure fully adequate and timely completion of services required under this Cooperative 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 scoped activities of this Cooperative Agreement.

5. The Recipient shall provide a Program Manager, Project Manager and Technician(s) capable and qualified to meet the requirements of the Scope of Work. These persons shall have, at the minimum:

a. **Program Manager** shall possess, at a minimum, a bachelor’s degree in ecology, geography, range management, natural resources management, or a related science; at least five years of professional management experience overseeing landscape-scale habitat management in the Mojave Desert, and a minimum of five years of experience in a Program Management capacity. This position shall be responsible for liaison between grantor personnel and the Grants Officer or CATR and shall serve as the main point of contact for all required results and/or progress reports on the study.

b. **Project Manager (PM)** shall possess, at a minimum, a bachelor’s degree in geography, botany, ecology, range management, natural resources management, or related science; a background in habitat management; a minimum of two years applicable experience conducting habitat management in the Mojave Desert; a minimum two years applicable experience working with the ecology of Agassiz’s Desert Tortoise. The Project Manager shall be able to use compasses, GIS units and maps, install conservation fencing, conduct habitat restoration (e.g., vertical mulching, erosion control) and an ability to make sound planning and logistical decisions. The Project Manager shall serve as the main point of contact for fieldwork and project implementation.

c. **Technician(s)** shall have the ability to install conservation fencing, conduct habitat restoration, and conduct basic biological surveys for Mojave Desert plants and animals.

Any change to the Program Manager or Project Manager after award of Cooperative Agreement, shall require approval of the CAA

6. Any statistical analyses conducted and management recommendations developed during this Agreement shall be scientifically defensible and suitable for publication. Data should be analyzed using acceptable methods as determined in current scientific literature(s). The CATR or Installation Representative, at their discretion, may subject the draft report to external peer review.

7. **Work Control.** The Cooperator shall implement all necessary work control procedures to ensure timely accomplishment of work requirements, as well as to permit tracking of work in progress. The Cooperator shall plan and schedule work to assure material, labor, and equipment are available to complete work with the quality standards established herein.

8. **Work Schedule.** All work shall be performed and completed in accordance with the time frames established in the Work Plan for each item of work. The Cooperator's initial work schedule shall indicate the days of the week for service to be performed. The schedule shall list the type of work to be performed, the areas to be worked, and the estimated time to complete the work in each area. The initial work schedule shall be submitted to the CATR and Installation Representative for approval within 30 calendar days after issuance of the Agreement. Changes to the schedule shall be submitted to the CATR and Installation Representative for approval.

9. Throughout the term of this Agreement the CATR and the Installation Representative shall be afforded the opportunity by the Cooperator to periodically review data analyses, summaries, maps, figures, tables, etc.), or any record deemed appropriate by the CAA in establishing the Cooperator's performance in fulfilling the requirements of this Agreement.

10. The Cooperator and his/her field crew shall visit the designated area as often as necessary and within the limits stated below to accomplish the purpose of this project as detailed further in this Scope.

11. The Cooperator shall provide all transportation, meals, and lodging for himself/herself and his/her personnel and all equipment and analyses necessary to complete the work. It is the Cooperator's responsibility to obtain access permission to any BLM-deemed sensitive areas or private parcels.

12. The Cooperator shall conduct field investigations and interviews with experts and authorities as necessary to accomplish the work described in this Scope. They shall particularly attempt to contact and utilize information from local offices and personnel of the USFWS, US Geological Survey (USGS), California Department of Fish and Wildlife (CDFW), and other conservation agencies or groups who have conducted same or similar efforts in the past.

13. The Cooperator will have access to all pertinent files, reports, and plans archived at Environmental Affairs that might assist the Cooperator to accomplish the requirements of this Agreement.

14. 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.

15. 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 Cooperator 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 Cooperator shall reanalyze all appropriate data sets for comparison. The CATR or Installation representative, at their discretion, may subject draft work plans, draft reports or draft manuscripts to external peer review.

H. SPECIFIC REQUIREMENTS

This agreement requires the Cooperator to conduct conservation actions within the project area in accordance with the Conservation Framework Agreement (CFA) between Preservation Ranch, BLM, and USFWS. This Cooperative Agreement will be used to develop and implement a set of viable conservation actions that shall include any combination of tortoise-protective fencing, off-highway vehicle (OHV) exclusion fencing, closed OHV-route habitat rehabilitation, invasive species control, predator control, conservation monitoring, and conservation infrastructure maintenance (e.g. inspection and repair of fencing). The Government will review the proposed actions submitted by Preservation Ranch and will make a collaborative decision on how meet desert tortoise recovery goals with Preservation Ranch's proposed actions.

The conservation actions, locations, and schedule provided in the technical approach of the proposal will be amended into a draft implementation plan and will be used as a basis of requirements for this Cooperative Agreement.

In accordance with the 31 U.S. Code § 6305 CATR and Installation Representative agree to provide substantial involvement to include, but are not limited, the following:

- The development and prioritization of conservation actions.
- Progress reviews and quality assessments, and adaptive management decisions.
- Data sharing, analysis, and reporting
- Collaboration with outside parties on work that is complementary to the conservation actions carried out under this Cooperative Agreement

The Cooperator shall work closely with the CATR and Installation Representative in planning and carrying out all conservation activities. The Cooperator and/or field crew shall accommodate requests from the CATR or Environmental Affairs to assist in scheduled work.

The Cooperator shall conduct field investigations and interviews with experts and authorities as necessary to accomplish the work described in this Scope. They shall particularly attempt to contact

and utilize information from local offices and personnel of the USFWS, US Geological Survey (USGS), California Department of Fish and Wildlife (CDFW), and other conservation agencies or groups who have conducted same or similar efforts in the past.

The Cooperator shall avoid unnecessary impacts to desert habitat while conducting habitat restoration activities. The Cooperator shall minimize must coordinate all ancillary vegetation and ground disturbing activities as much as practicable. The Cooperator shall ensure that all footwear, backpacks, clothing, vehicles and equipment transported to action area are clean of mud, weed seeds, and arthropod infestations.

All conservation activities shall undergo NEPA review by BLM and/or MCAGCC, as relevant to the particular action. All ground disturbing activities are to take place with the concurrence from the land owner or lessee and in compliance with the terms specified in any issued NEPA document and/or Biological Opinion. The Cooperator shall obtain digging clearance from San Bernardino County and the landowner/lessee prior to any excavation that may impact utility systems.

I. MEETINGS/COORDINATION

1. The Cooperator or his/her designee will attend a kick-off meeting with the CATR and Installation representatives to ensure coordination of activities. The CATR shall arrange the meeting. The meeting shall take place within 30 working days of the agreement award. The purpose of the kick-off meeting is to discuss any questions the Cooperator may have regarding the agreement to provide the data for analysis and other pertinent information on the work to be performed.
2. The Cooperator shall be available throughout the Agreement period for consultation with the Agreement and Installation Representatives on matters involving planning, implementation, or analysis. These meetings can be either face to face or via phone conference.
3. The Cooperator will attend a meeting with the Installation Representative and CATR upon completion of the study to present results.

J. SUBMITTALS and SCHEDULES

Cooperator agrees to submit the following deliverables:

Accident Prevention Plan	Submitted by February 2020
Final Implementation Plan	Submitted by February 2020
Monthly Progress Reports (60)	Submitted within 1 week after the end of each month
Draft Annual Progress Reports (5)	Submitted by 30 December each year
Final Annual Reports (5)	Submitted 30 days after receiving Government comments
Draft Final Report	Submitted by June 30 2024
Final Report	Submitted by August 30 2024

Accident Prevention Plan shall be submitted along with the Implementation Plan when the conservation actions for implementation have been established. See Section M.

Implementation Plan shall be developed in close concert with NAVFAC, MCAGCC, BLM, and USFWS to develop and prioritize a set of conservation actions. These actions shall be prioritized based on a cost analysis relative to conservation benefit. The Implementation Plan will be accepted as Final when the above entities concur with the strategy.

Progress reports shall include a summary of work completed during the reporting period, work expected during the next reporting period, and any issues encountered. Progress reports shall be one to three pages of text, and accompanied by figures, tables, appendices, or spreadsheets, when relevant.

Annual Progress Reports shall summarize all work completed in the previous year and include a description of the methods employed, conservation results, analysis, and lessons learned. The annual report shall provide GIS data, shapefiles, graphs, tables, photographs, and other data presentations as necessary. A draft annual report shall be provided to the Government for review and a final draft shall be submitted within 30 days after receiving comments

Draft Report/Manuscript: Upon completion of field work the Cooperator will prepare a report or manuscript that meets all goals and objectives. The format of the report shall be organized in a logical manner with distinct sections that provide information to meet the goals and objectives outlined in this Agreement.

The report shall be free of grammatical, spelling, and typographic errors. The CATR may reject the draft if the quality of the report (i.e., writing and presentation) is not professional in content or appearance.

The Cooperator shall submit up to three (3) hard copies and three (3) electronic copies in Microsoft Word format of report to the CATR no later than four months from completion of field work. The CATR and the Installation Representative will review the report and provide comments prior to the final report being finalized.

A screen check final will be submitted that has incorporated all comments within 30 days of receiving comments. The revised report will not be submitted until the screen check final version has incorporated all required modifications.

Final Report/Manuscript: The final report shall contain all of the information in the draft. If the Government has requested modifications to which the Cooperator takes exception, a meeting or telephone conference will be held to settle these differences. If there are unresolved differences, the Cooperator will address these in a separate rebuttal document to the CAA.

Up to six (6) professionally bound copies of the report plan shall be submitted to the CATR / Installation Representative within 30 days of receiving comments on the screen check final. Reports

are to be bound with the report title, date, and author clearly printed on the spine of the binding. Four (4) electronic copies of the report shall be submitted with the bound copies in MS WORD and Adobe Acrobat (.pdf) format. One unbound copy shall be provided to NAVFAC records management with a CD/DVD copy (contact diane.silva@navy.mil for current submission instructions).

Any maps and photos that are relevant will be included in the report. Specifications for submitting digital data shall be provided upon finalizing the Agreement.

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 for 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 Cooperative Agreement and authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. The Department of the Navy (DoN) acknowledges and agrees that the Recipient’s fundamental consideration in performing the research under this Cooperative 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 Cooperative Agreement to the DoN 14 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 work was funded by the Marine Corps Air Ground Center”

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

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

L. RELEASE OF INFORMATION

The Cooperator 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 US Government and a determination appropriately made by the cognizant US Government representative concerning release of information pursuant to the authority (Federal or State) cited by the requester. All inquiries shall be directed to the Installation Representative.

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

Man-hour reporting is also required by the EM 385-1-1 and the Unified Facilities Guide Specifications (UFGS) -01 35 26, (February 2012) change 2, 08/13. The recipient will provide a Monthly Exposure Report (MER) and 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 US Government shall not be responsible for the loss of or damage to property of the Cooperator and/or his/her representatives, or for personal injuries to the Cooperator and/or his/her representatives arising from or incident to the use of government facilities or equipment. Cooperator 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 Cooperator, 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 Cooperator, 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 Cooperator 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 US Government property by the Cooperator, its officers, agents, servants, employees, or invitees, the Cooperator, at the election of the US Government, shall promptly repair, replace, or make monetary compensation for the repair or replacement of such property to the satisfaction of the US 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 US Government, comprehensive general liability insurance. The insurance shall provide an amount not less than a minimum combined single limit of \$1,000,000.00 for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, property damage or both, suffered or alleged to have been suffered by any person or persons resulting from or related to the presence or operations of the Recipient, its employees, agents or contractors under this Cooperative Agreement. The Recipient shall require the insurance company or companies to furnish the US Government with a certified copy of the policy or policies, or certificates of insurance evidencing the purchase of such insurance. Each policy of insurance required under this Paragraph shall contain an endorsement reading as follows:

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

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

3. The Recipient at its sole cost and expense, may insure its activities in connection with this Cooperative Agreement by maintaining a program of self-insurance that complies with the requirements of this Section O, including coverages specified in Attachment A 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 US Government Premises to carry and maintain the insurance required below:

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

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

6. In the event that any item or part of the premises or facilities shall require repair, rebuilding, or replacement resulting from loss or damage, the risk of which is assumed under this Section O, the Recipient shall promptly give notice thereof to the US Government and, to the extent of its liability as provided in this Section O, shall, upon demand, either compensate the US Government for such loss

or damage, or rebuild, replace or repair the item or items of the premises or facilities so lost or damaged, as the US Government may elect. If the cost of such repair, rebuilding, or replacement exceeds the liability of the Recipient for such loss or damage under this Section O, the Recipient shall effect such repair, rebuilding, or replacement if required so to do by the US Government, and such excess of cost shall be reimbursed to the Recipient by the US Government. In the event the Recipient shall have effected any repair, rebuilding, or replacement which the Recipient is required to effect pursuant to this Section O, the US Government shall direct payment to the Recipient of so much of the proceeds of any insurance carried by the Recipient and made available to the US Government on account of loss of or damage to any item or part of the premises or facilities as may be necessary to enable the Recipient to effect such repair, rebuilding or replacement. In event the Recipient shall not have been required to effect such repair, rebuilding, or replacement, and the insurance proceeds allocable to the loss or damage which has created the need for such repair, rebuilding or replacement have been paid to the Recipient, the Recipient shall promptly refund to the US Government the amount of such proceeds.

P. PAYMENTS

1. Partial payments equal to the amount of work accomplished may be made quarterly during the field work portion; after submittal of the draft report; and after receipt of the final report.
2. The final payment of 20 percent of the Cooperative Agreement overall value shall be paid when the final report and all other submittals listed in Section I have been received and accepted by the CATR.
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 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.frs.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.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 Marine Corps Air Ground Combat Center under this Cooperative Agreement, No. N62473-19-2-0026."

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

**ATTACHMENT A
NON SELF-INSURED REQUIREMENTS FORM**

**INSURANCE MUST CONFORM TO ALL THE REQUIREMENTS LISTED BELOW
PRIOR TO RECIPIENT BEING PERMITTED TO USE OR OCCUPY US
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 Marine Corps Air Ground Combat Center under this Cooperative Agreement, No. N62473-19-2-0026."
- e. Loss, if any, under this policy shall be adjusted with Recipient and the proceeds, at the direction of the US 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 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:
N62473-19-2-0026.

(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 address 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.hebshi@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.

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

(End of clause)

Please visit the link below for specific line item payment.

https://www.acq.osd.mil/dpap/dars/pgi/pgi_htm/current/PGI204_71.htm#payment_instructions