

SCOPE OF WORK
CALIFORNIA LEAST TERN AND WESTERN SNOWY PLOVER MONITORING AND
LIGHT-FOOTED RIDGWAY'S RAIL POPULATION SURVEYS FOR
NAVAL WEAPONS STATION SEAL BEACHSEAL BEACH, CALIFORNIA
N62473-23-2-0003
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A. INTRODUCTION

The federally and state endangered CLT (CLT, *Sternula antillarum browni*) inhabits the Naval Weapons Station, Seal Beach (Station or Installation) and Seal Beach National Wildlife Refuge (SBNWR). By 1973, populations of CLT declined to their lowest known level. The decline was attributed mainly to the loss of breeding habitats due to human activities. Currently, CLT nests on a man-made “island” within SBNWR on approximately 3 acres. The former function of the “island” was rocket testing during the Apollo space program. Thus, it was called NASA Island. Terns began nesting on NASA Island in 1979. Since then, their population on SBNWR has fluctuated with the highest number of pairs and fledglings occurring in the mid-1990’s.

Light-footed Ridgway’s rail (LFRR, *Rallus obsoletus levipes*), formerly light-footed clapper rail, is another federally and state endangered species that inhabits the Station and SBNWR. LFRR have declined dramatically in recent decades due to destruction of salt marsh habitat. The Station and SBNWR is important to the conservation of the federally listed LFRR population in southern California. In the mid-1990’s, a study by California Department of Fish and Game determined that the nesting pairs inhabiting SBNWR represented the third largest population of LFRR throughout its range. By the 1990’s, the population declined for unknown reasons. Currently, a more intensive monitoring program outside of breeding season is being employed in hopes of determining the cause of a recent depletion in population numbers.

Western Snowy plover (WSP, *Charadrius alexandrinus nivosus*) is a federally threatened species that also inhabits the Station and SBNWR. WSP on NWSSB are part of a larger population that includes scattered locations throughout southern California. The number of WSP detected on NWSSB and adjacent beaches [Seal Beach City Beach to the north and to the south, Surfside (immediately south of Anaheim Bay’s southern jetty) and Sunset Beaches (immediately south of Surfside Beach)] during the breeding and non-breeding season window surveys have fluctuated since the early 2000s, likely in response to management changes at other San Diego and Orange County sites and natural movement patterns. Western snowy plovers have occasionally nested at NWSSB on NASA Island, a 3-acre fill site which has supported CLT nesting since 1979. Western snowy plovers are being monitored as part of a six-year (2018-2024) ammunition pier and turning basin construction project (Environmental Assessment for Ammunition Pier and Turning Basin Naval Weapons Station Seal Beach, July 2019). The number of WSP nests documented along Anaheim Bay has fluctuated between one and seven per breeding season from 2018 to 2022.

B. PURPOSE

The purpose of this Agreement will be three-fold. First it will focus on monitoring and research on the federally endangered CLT breeding colony within the Station and SBNWR. The U.S. Fish and Wildlife Service (USFWS) and the U.S. Navy (Navy) are cooperatively managing the existing colony. Monitoring of nesting success, analysis of the breeding success relative to other colonies and past data will greatly increase the site database. This information, in the form of a report, will also serve to supplement regional information collected regarding known, banded birds from this and other colonies.

The second purpose of this Agreement is to survey the population of the federally endangered LFRR breeding on the Station and SBNWR and provide the Navy with a report. The population at SBNWR has been in decline over the past two decades with alarming lows in recent years. This survey effort will supplement the existing database, which plays an important role in management decisions for this federally listed species.

The third purpose of this Agreement is to continue to monitoring the populations of the federally endangered CLT and the federally threatened WSP along Anaheim Bay after the ammunition pier and turning basin construction project is completed in 2024. This monitoring effort will supplement the existing database and help inform management decisions for these federally listed species.

C. LOCATION

Physical Description.

The Station is comprised of approximately 5,000 acres. Contained entirely within the Station is the SBNWR, which is cooperatively managed by the U.S. Navy and U.S. Fish and Wildlife Service (USFWS). The SBNWR consists of approximately 1,000 acres of coastal salt marsh and tidal wetland. The land on the Station surrounding SBNWR consists of approximately 2,300 acres of agricultural lease holdings and 700 acres of industrial and administrative areas. The Station is located in the northwestern corner of Orange County, 26 miles south of the Los Angeles urban center. It is bordered to the west by the City of Seal Beach, to the north by Interstate 405, to the east by the City of Westminster, and to the southeast by the City of Huntington Beach.

The CLT colony is located on NASA Island, a 3-acre man-made fill site within the tidal marsh area of Anaheim Bay and within the bounds of the SBNWR. The LFRR population is located within 566 acres of salt marsh vegetation within the bounds of SBNWR and Station. The WSP population is located on the beach and coastal dunes of Anaheim Bay and occasionally occurs on NASA Island.

Biological Resources.

The SBNWR is comprised mostly of typical coastal southern California salt marsh habitat with features including open water, tidal channels and mud flats. Thirty-nine species of birds observed on the Station are considered sensitive by either the USFWS or California Department of Fish and Wildlife, including two federally endangered species, one federally threatened species, one federal candidate for listing, and 22 federal species of concern. In addition, there are approximately 150 additional bird species that can be found within the SBNWR and surrounding upland areas.

D. DESIGNATED REPRESENTATIVES

1. The Cooperative Agreement Administrator (CAA) is Mr. Kevin Magennis, CA Specialist, Naval Facilities Engineering Command, Southwest, 750 Pacific Highway, San Diego, CA 92132, telephone: (619) 705-5566, and electronic mail address: kevin.e.magennis.civ@us.navy.mil.

2. The Cooperative Agreement Technical Representative (CATR) is Ms. Melanie Madden, Natural Resource Specialist, Naval Facilities Engineering Command Southwest, 750 Pacific Highway, San Diego, California, 92132, telephone: (619) 705-5550; and electronic mail address: melanie.c.madden.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 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 affect any change to this Cooperative Agreement.

3. The Installation Representative (IR) is Mr. Robert Schallmann, Conservation Manager, Naval Weapons Station Seal Beach, 800 Seal Beach Blvd., Bldg. 230, Seal Beach, California 90740, telephone: (562) 626-7290, and electronic mail address: robert.a.schallmann.civ@us.navy.mil.

4. The Seal Beach NWR Representative is Mr. Cameron "Mac" Purvin, Refuge Manager, Seal Beach NWR, C/O Naval Weapons Station Seal Beach, 800 Seal Beach Blvd., Bldg. 226, Seal Beach, California 90740, telephone: (562) 598-1024 and electronic mail address: cameron_purvin@fws.gov.

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

5. For the purposes of this Agreement, the term Cooperator shall be TBD. The use of the term Cooperator in this Agreement includes TBD and all designated representative(s).

6. Any change in scope of work must be issued to the Cooperator, 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.

7. The Cooperator will designate at time of proposal submission, the individual within their organization who is authorized to negotiate with the CAA. The designation will stipulate the individual's authority to commit the Cooperator.

E. PERIOD OF PERFORMANCE

The period of performance for the base portion of this Cooperative Agreement begins upon award and approximately ends in May 2024 (the anticipated award date is 1 June 2023). The parties may extend the term of this Agreement by written modification. The exercise of any Option Year or Option Task is subject to the availability of funds and may unilaterally be awarded.

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

F. MATERIAL AVAILABLE FOR REVIEW

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

- a. Station General Development maps.
- b. Past years CLT survey data.
- c. Past years LFRR survey data.
- d. Past years WSP survey data
- e. All past data for predator observations
- f. Endangered Species Management and Protection Plan (USFWS and DoN 1990).

G. GENERAL REQUIREMENTS

1. The Cooperator shall provide all labor, management, supervision, tools, materials, equipment, transportation, meals, and lodging for him/herself and his/her personnel. All Cooperator equipment is subject to inspection and approval by the IR.
2. The Cooperator shall provide all equipment (unless otherwise stated) and analyses necessary to complete the work described within this Agreement. All data (raw and associated files), photographs, and equipment > \$5000 per unit in value and supplies > \$5,000 in aggregate value purchased with Agreement funds (including computer software) shall become the property of the Department of the Navy (DoN) at the end of the Agreement. Equipment is defined as “tangible nonexpendable personal property including exempt property charged directly to the award having a useful life of more than one year.” Supplies are defined as “All personal property excluding equipment, intangible property, and debt instruments, and inventions of a contractor conceived or first actually reduced to practice in the performance of work under a funding agreement ("subject inventions"), as defined in 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements." (DoD Grant and Agreement Regulations, DoD 3210.6-R#)

3. The Cooperator shall visit the project area as often as necessary and within the time limits stated below to accomplish the purposes of the Agreement as detailed further in this Scope of Work. It is the Cooperator's responsibility to obtain security and entrance clearances and camera passes for himself/herself and his/her personnel onto the Installation. The Cooperator 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 Cooperator access to project sites. While on the Installation, the Cooperator shall abide by all applicable rules and regulations issued by the Commanding Officer. The Cooperator may be subject to inspections for contraband while on Government property.

4. The Cooperator 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 CLT and WSP monitoring and LFRR surveys.

5. Due to the complexity of work, the Cooperator shall provide 2 Project Manager(s) and Field Technicians with the following minimum qualifications:

a. Project Manager 1: The Cooperator shall designate a person as responsible for ensuring that provisions are in place, project and personnel supervision, quality control and meeting of reporting requirements on a daily basis. This person shall have, at the minimum:

- (i) A Master's degree in Ecology, Biology, Wildlife Biology, Zoology or a field related to the biological sciences from an accredited college or university.
- (ii) 200 hours of experience (collected over at least one (1) year) in surveying shorebirds, specifically in monitoring CLT in California.
- (iii) Possess specific knowledge of the general biology, ecology, and survey methodology of all species of seabirds that have the potential to occur on the Station.
- (iv) Must possess a federal endangered species permit 10 (a)(1)(A) and provide evidence of experience in the handling and measuring of Charadriiforme birds. A copy of the permit shall be provided to the CATR. The CATR must review the permit before work can proceed.

b. Project Manager 2: The Cooperator shall designate a person as responsible for ensuring that provisions are in place, project and personnel supervision, quality control and meeting of reporting requirements on a daily basis. This person shall have, at the minimum:

- (i) A Master's degree in Ecology, Biology, Wildlife Biology, Zoology or a field related to the biological sciences from an accredited college or university.
- (ii) 500 hours of experience (collected over at least three (3) years) in the

- identification, monitoring and handling of light-footed LFRR.
- (iii) The Project Manager shall possess the appropriate Federal and State permits for handling LFRR, and a special use permit from the Seal Beach National Wildlife Refuge Manager. The U.S. Fish and Wildlife Service 10 (a)(1)(A) permit is required to conduct all aspects of surveying under this Agreement. A copy of the permit shall be provided to the CATR. The CATR must review the permit before work can proceed.

Project Manager 3: The Cooperator shall designate a person as responsible for ensuring that provisions are in place, project and personnel supervision, quality control and meeting of reporting requirements on a daily basis. This person shall have, at the minimum:

- (i) A Master's degree in Ecology, Biology, Wildlife Biology, Zoology or a field related to the biological sciences from an accredited college or university.
- (ii) 200 hours of experience (collected over at least one (1) year) in surveying shorebirds, specifically in monitoring CLT and WSP in California.
- (iii) Possess specific knowledge of the general biology, ecology, and survey methodology of all species of seabirds that have the potential to occur on the Station.
- (iv) Must possess a federal endangered species permit 10 (a)(1)(A) and provide evidence of experience in the handling and measuring of Charadriiforme birds. A copy of the permit shall be provided to the CATR. The CATR must review the permit before work can proceed.

c. Field Technician: The person(s) shall have, or have immediate access to personnel that have, at the minimum:

- (i) A Bachelor's degree in Ecology, Biology, Wildlife biology, Zoology or a field related to the biological sciences from an accredited college or university.
- (ii) Experience and knowledge in conducting visual surveys for all avian species that have the potential to occur in Orange County.

6. The Cooperator shall provide the CAA (via the CATR) the names of persons and copies of their resumes being considered for work under this Agreement. The Cooperator shall not replace or substitute any staff member without prior written approval by the CAA.

7. The Cooperator shall work closely with the CATR and IR in planning and carrying out all field investigations.

8. Due to the fact that the Installation is an active military weapons storage facility, everyone involved in this Agreement is required to attend an Explosives Safety Brief. This will be

performed by the Explosives Safety Officer or their designee. The Explosive Safety Brief will take place at the kickoff meeting and at the beginning of each subsequent option year.

9. Unexploded ordnance may be encountered while conducting fieldwork. The Cooperator shall not touch or attempt to pick-up any suspected ordnance. If ordnance is in a place that the Cooperator cannot avoid, the Cooperator shall place flagging in the general area of the ordnance and notify Security Dispatch at (562) 626-7229 of the exact location of the ordnance as soon as possible.

10. Due to the classified nature of the activities on the Installation, only those areas directly associated with the specifications of this Agreement may be visited. Restricted areas will only be entered by special permission.

11. Prior to accessing the Installation the Cooperator shall coordinate with the IR to review the guidelines for conducting research on the Installation. This meeting can be conducted as part of the kick-off meeting.

12. Photography is restricted on the Installation. The Cooperator and all of his representatives are required to obtain permission from the IR prior to taking any photographs on the Installation. Only photographs of Agreement-related activities will be permitted.

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

14. The Cooperator shall review pertinent files at the Installation and past research conducted at the Installation. The Cooperator shall coordinate with the CATR and IR in planning and carrying out field activities.

15. At no additional cost to the Government, the Cooperator shall be in possession of all necessary permits (as described above) from the U.S. Fish and Wildlife Service (USFWS) necessary to conduct the activities stipulated in this Agreement. All permits will be submitted as part of the proposal.

16. 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.

17. 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.

18. 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.

19. 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 (DoN). Legible copies of the field notes, data forms and other information shall be provided to the CATR and IR upon request.

20. 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 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 Cooperator's required Work Plan. The CATR or IR, at their discretion, may subject draft work plans, draft reports or draft manuscripts to external peer review.

21. In order to avoid impacts to federally listed, rare, or endemic plants the Cooperator must coordinate all vegetation and ground disturbing activities with the IR at (562) 626-7290. Under no circumstances are any federally protected plants to be disturbed and/or destroyed when completing the work required in this Agreement. The Cooperator shall ensure that all footwear, backpacks, clothing, vehicles and equipment transported to the Installation are clean of weed seed.

22. No ground disturbing activities are to take place without the concurrence from the IR. Under no circumstances shall the Cooperator violate the Archaeological Resources Protection Act. If any objects are found that appear to be cultural or archaeological resources contact the Cultural Resources Program Manager. If the Cooperator accidentally disturbs an archaeological and/or cultural resources site, the Cooperator shall leave the site immediately (as intact as possible) and contact the Cultural Resources Program Manager.

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

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

25. The Cooperator shall inform the CATR and IR 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.

26. The Cooperator shall inform the CATR and IR via e-mail of any unusual animal or plant species observed while conducting surveys in the field (e.g. species which are federally listed or are State Species of Special Concern). Information should include (a) location, (b) date, (c) time and (d) any detailed facts the sighting.

27. Throughout the term of this Agreement the CATR and the IR shall be afforded the opportunity by the Cooperator to periodically observe the Cooperator'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 Cooperator's performance in fulfilling the requirements of this Agreement.

28. The DoN, via the CAA, may request updated data presented on maps, figures and/or tables whenever the DoN's need to obtain this information is before the next report required under Section I of this Agreement. The Cooperator 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 Cooperator shall forward electronically the most updated raw data to the CAA, via the CATR (cc provided to IR). The DoN understands that facilitating the requested most updated data may reduce the amount of work that would normally be accomplished during the period of time required to complete the request. The Cooperator shall document the amount of efforts and its translated cost estimate that would have been incurred by the Cooperator to complete the request for updated data. This document shall be electronically forwarded to the CAA (via CATR and cc provided to IR) to review so that the DoN will have a firm understanding on the amount of work displaced that would have normally been accomplished during the period of time required to complete the request.

H. SPECIFIC REQUIREMENTS

There are three federally listed birds and one state-listed species that regularly occur on NWSSB and SBNWR. They are the federal and state endangered LFRR, the federal and state endangered CLT, the federally threatened WSP, and the state endangered Belding's savannah sparrow (*Passerculus sandwichensis beldingi*). These listed species, particularly the CLT and LFRR, are subject to intensive management at the SBNWR, and in recent years CLT and WSP have been monitored along the beaches and coastal dunes of Anaheim Bay as part of the ammunition pier and turning basin construction project (Environmental Assessment for Ammunition Pier and Turning Basin Naval Weapons Station Seal Beach, July 2019).

1. BASE TASK 1 (Base Period, Option Year 1, Option Year 2, Option Year 3, and Option Year 4): California Least Tern Monitoring and Research on NASA Island

The exercise of any Option Year is subject to the availability of funds and may unilaterally be awarded.

Study Design: A draft/final work plan for conducting the surveys shall be developed by the Cooperator and submitted to the CATR and IR within thirty (30) days after date of award of this agreement for approval prior to implementation.

Field Work: The field investigations at Seal Beach shall be focused on the breeding population of CLT in an effort to monitor this colony and collect data relevant to their management. The breeding season surveys shall be carried out from 1 April through 15 September or until the breeding pairs abandon the nesting site. The following tasks are to be accomplished:

(a) The Cooperator shall work together with the USFWS in conducting weekly nest count and marking surveys based on the identified need and guidelines from the USFWS.

(b) Weekly surveys of the CLT colony will be conducted in order to monitor all breeding and other activities. The Cooperator will census the nesting colony and estimate the numbers of breeding adults, nests, maximum active nests, chicks, hatches, and fledglings. More than one (1) day per week may be required or desired for these surveys, however, the schedule and number of visits per week shall be agreed to beforehand with the USFWS and Navy.

(c) Mark all nests with a numbered marker approximately one meter from the nest. For each nest, record the grid cell containing the nest, the date of first discovery, and the egg chronology. The status of each nest is to be recorded on each visit. Status categories include (may be modified if necessary):

- 1) New chick (NC)
- 2) Chick present on previous visit (CH)
- 3) Probable hatch (PH)
- 4) Hatch (H)
- 5) Depredated (P)
- 6) Abandoned (AB)
- 7) Damaged (DAM)
- 8) Failed to hatch (FH)

(d) The colony and any other areas identified as use areas by CLT shall be monitored for banded individuals and these observations shall be recorded including date, location, position, and color of leg bands. When possible, a determination of the origin (i.e. original location of banding) shall be made of those individuals.

(e) Banded individuals shall be opportunistically trapped in order to record band numbers and to take weights and measurements.

(f) Document observations of potential predators including the species, age, sex, date, activity, location, and approximate distance from the colony. Predators that are known to occur on the Station include common ravens (*Corvus corax*), coyotes (*Canis latrans*), striped skunks (*Mephitis mephitis*), ground squirrels (*Spermophilus beecheyi*), and raccoons (*Procyon lotor*), as well as domestic dogs (*Canis lupus*) and domestic cats (*Felis catus*), are other potential mammalian predators. Merlins (*Falco columbarius*), peregrine falcons (*Falco peregrines*), and northern harriers (*Circus cyaneus*) could prey on free-flying CLT adults. The Cooperator shall contact the CATR and the IR as soon as possible to report the incident when mortality is imminent or has occurred.

(g) Document any known mortality (date, source, location/nest #) of eggs, chicks, fledglings or adults, as well as any pertinent information on the circumstances surrounding that mortality.

(h) Document all other avian species encountered.

(i) Creating and submitting Geographic Information System (GIS) layers including the location of nests

Timing of Fieldwork: The breeding season surveys shall occur from 1 April through 15 September or until the breeding pairs abandon the nesting site. This timeline only includes field surveys and not data analysis and report preparation.

2. BASE TASK 2 (Base Period, Option Year 1, Option Year 2, Option Year 3, and Option Year 4): LFRR surveys in SBNWR

The exercise of any Option Year is subject to the availability of funds and may unilaterally be awarded.

Study Design: A draft/final work plan for conducting the surveys shall be developed by the Cooperator and submitted to the CATR and IR within thirty (30) days after date of award of this agreement for approval prior to implementation.

Field Work: The field investigations at Seal Beach shall be focused on the breeding population of LFRR in an effort to ensure the protection of this colony and collect data relevant to their management. The following tasks are to be accomplished:

(a) The Cooperator shall assist the USFWS in conducting nest monitoring based on the identified needs and guidelines from the USFWS. Any nest monitoring or other protocols utilized in this study shall be provided to the CATR and IR upon request.

(b) Surveys, including raft monitoring and call-counts, of the LFRR will be

conducted in order to monitor all breeding and other activities. The Cooperator will census the population and estimate the number of nests and breeding individuals and their location within the Station. Visits shall be conducted bi-weekly from March through August of the year and into September, if appropriate. Call-counts shall be focused during the period of greatest vocal activity of the LFRR. The schedule and number of visits per week shall be agreed to beforehand with the USFWS and Navy.

(c) Winter surveys will be conducted in order to monitor non-breeding LFRR and predator activity. Monthly observations shall be made between September and February in order to determine the number of LFRR present as well as species and number of predators.

(d) The population shall be monitored for banded individuals. These observations, including date, location, position, and color of leg bands, shall be recorded.

(e) Banded individuals shall be opportunistically captured in order to record band number, age, sex, weight, and length measurements.

(f) Document observations of potential predators including the species, age, sex, date, activity, and location. Predators that are known to occur on the Station include common ravens (*Corvus corax*), coyotes (*Canis latrans*), striped skunks (*Mephitis mephitis*), ground squirrels (*Spermophilus beecheyi*), and raccoons (*Procyon lotor*), as well as domestic dogs (*Canis lupus*) and domestic cats (*Felis catus*), are other potential mammalian predators. Merlins (*Falco columbarius*), peregrine falcons (*Falco peregrines*), and northern harriers (*Circus cyaneus*) could prey on free-flying LFRR adults.

(g) Document all other avian species encountered.

(h) Geographic Information System (GIS) layers shall be created and submitted for this Agreement. The GIS layers shall include the location of nest platforms and how they are being utilized by LFRR. Previously collected data (pertaining to platform location and utilization) will be provided by the IR and shall be included in the GIS layers.

Timing of Fieldwork: The breeding survey period shall occur from 1 March through 30 September and the winter survey period shall occur from 1 September and 28/29 February. These timelines only includes field surveys and not data analysis and report preparation.

3. OPTION TASK 1, 2, 3, and 4: CLT and WSP Monitoring and Research Along Anaheim Bay

The exercise of any Option Task is subject to the availability of funds and may unilaterally be awarded.

Study Design: A draft/final work plan for conducting the surveys shall be developed by the Cooperator and submitted to the CATR and IR within thirty (30) days after date of award of this agreement for approval prior to implementation.

Field Work: The field investigations along Anaheim Bay shall be focused on the breeding populations of CLT and WSP in an effort to monitor these populations and collect data relevant to their management after the completion of the ammunition pier and turning basin construction project in 2024. The following tasks are to be accomplished:

(a) The Cooperator shall conduct weekly nest count and marking surveys based on the identified need and guidelines from the USFWS.

(b) Weekly surveys of CLT and WSP will be conducted in order to monitor all breeding and other activities. The Cooperator will census the nesting colony and estimate the numbers of breeding adults, nests, maximum active nests, chicks, hatches, and fledglings. More than one (1) day per week may be required or desired for CLT surveys and up to three (3) surveys may be required for WSP, however, the schedule and number of visits per week shall be agreed to beforehand with the USFWS and Navy.

(c) Mark all nests with a numbered marker approximately one meter from the nest. For each nest, record the grid cell containing the nest, the date of first discovery, and the egg chronology. The status of each nest is to be recorded on each visit. Status categories include (may be modified if necessary):

- 1) New chick (NC)
- 2) Chick present on previous visit (CH)
- 3) Probable hatch (PH)
- 4) Hatch (H)
- 5) Depredated (P)
- 6) Abandoned (AB)
- 7) Damaged (DAM)
- 8) Failed to hatch (FH)

(d) The beach and coastal dunes of Anaheim Bay and any other nearby areas identified as use areas by CLT and WSP shall be monitored for banded individuals and these observations shall be recorded including date, location, position, and color of leg bands. When possible, a determination of the origin (i.e. original location of banding) shall be made of those individuals.

(e) Banded individuals shall be opportunistically trapped in order to record band numbers and to take weights and measurements.

(f) Document observations of potential predators including the species, age, sex, date, activity, location, and approximate distance from the colony. Predators that are known to occur on the Station include common ravens (*Corvus corax*), coyotes (*Canis latrans*), striped skunks (*Mephitis mephitis*), ground squirrels (*Spermophilus beecheyi*), and raccoons (*Procyon lotor*), as well as domestic dogs (*Canis lupus*) and domestic cats (*Felis catus*), are other potential mammalian predators. Merlins (*Falco columbarius*), peregrine falcons (*Falco peregrines*), and northern harriers (*Circus cyaneus*) could prey on free-flying CLT and WSP adults. The Cooperator shall contact the CATR and the IR as soon as possible to report the incident when mortality is imminent or has occurred.

(g) Document any known mortality (date, source, location/nest #) of eggs, chicks, fledglings or adults, as well as any pertinent information on the circumstances surrounding that mortality.

(h) Document disturbances, including the people, dogs (counted by whether they are on-leash, off-leash within 10 feet of their owner, roaming, or chasing shorebirds or plovers), vehicles, predators, or other potential sources of disturbance.

(i) Document all other avian species encountered.

(j) Geographic Information System (GIS) layers shall be created and submitted for this Agreement. The GIS layers shall include the location of CLT and WSP nests. Previously collected data (pertaining to nesting locations) will be provided by the IR and shall be included in the GIS layers.

Timing of Fieldwork: The breeding season surveys shall occur from 1 April through 15 September or until the breeding pairs abandon the nesting site for CLT and 1 March through 31 July or until the breeding pairs abandon the nesting site for WSP. This timeline only includes field surveys and not data analysis and report preparation.

I. MEETINGS/COORDINATION

1. The Cooperator or his/her designee will attend (either on site or via telephone or MS Teams) a kick-off meeting with the CATR, IR and/or other necessary parties to ensure coordination of activities. The CATR or IR shall arrange the meeting.

2. An end-of-season meeting shall be held on the Station during the month of October between the Cooperator, CATR, IR and the USFWS to review the results of the season and develop a strategy for the following season.

3. The Cooperator shall be available throughout the Agreement period for consultation with the CATR and IR on matters involving the CLT, the LFRR, and WSP and their habitat.

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 CAA for retention in the official agreement file.

2. Submittals for Survey and Monitoring Work

- a. Draft/Final Work Plan: The Cooperator shall present a draft work plan within thirty (30) days after date of award of this Agreement. The draft work plan will include field survey methods, research protocols, a timeline for conducting the work, data analysis techniques, statistical tests, labor schedules, and proposed fields of attribute tables for GIS data, etc. (at a minimum). The draft work plan will also outline data that shall be collected including the proposed GIS data collection and delivery format. The draft work plan shall also include a copy of all required permits and/or letters requesting permits for collection of threatened or endangered species. The draft work plan will be reviewed by both the CATR and IR, and the CATR will provide the Cooperator a consolidated list of comments, suggestions, or edits (if any) within fifteen (15) days from receipt of the draft work plan. Only the CAA has the authority to make changes to the 15 calendar day review period.

Work plans must also include statements to the appropriateness of these data to future hypothesis testing, or limitations thereof. For example, it must be stated if data are good for general comparative purposes but would not hold up to rigors of hypothesis testing because of biases (reasons for biases or limitations on data shall be stated).

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

- b. Monthly Progress Reports: The Cooperator shall submit monthly progress reports via e-mail to the CATR and IR by the fifth (5th) of the following month or the next workday if the 5th falls on a weekend, for work performed in the previous month, for the duration of this Agreement. The progress report shall include, at a minimum:
 - Names of investigators and observers participating during the month
 - Areas surveyed

- Number of man hours
- Total number of individual CLT, LFRR, and WSP observed
- Total number, including location, of nests and breeding individuals
- A two to three paragraph summary outlining pertinent observations
- Information noted and activities accomplished during the month

Small maps (8.5 x 11) may be used to show locations.

- c. 10(a)(1)(A) Reports: In accordance with USFWS survey protocol and/or 10(a)(1)(A) permit requirements, the Cooperator is required to submit a final report to the USFWS that depicts survey dates, and times and includes descriptions or accounts of methods, locations, data and information identified in the survey protocol. The Cooperator shall submit a draft of this report to the CAA, CATR and IR for review within thirty (30) days following the completion of the survey effort but at least fifteen (15) days prior to submittal to the USFWS.

- d. Draft Annual Report: The Cooperator shall provide three (3) bound copies and two (2) electronic copies of the draft annual report 45 calendar days following completion of all surveys. The CATR and the IR will have thirty (30) days to provide comments. 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. The draft report shall be submitted in scientific format and shall include the following: 1) Title page showing title, date, cooperative agreement number, IR and CATR contact information; 2) Sub-title page showing, title, prepared by listing, prepared for listing, under contract to listing with CATR location, date and recommended citation; 3) Table of Contents; 4) Abstract; 5) Introduction; 6) Study Area; 7) Methods; 8) Results; 9) Discussion; 10) Conclusions (to include recommendations for future project or study) 11) Acknowledgements; 12) Appendices; 13) Electronic Appendices (Attachment B). More details are as follows:
 - i. This report shall include the following items:
 - A. Description of the goals of this study.
 - B. Brief description of the life history of all three species, particularly as it is relevant to management at the Installation and SBNWR.
 - C. Description of the techniques and methodologies used.
 - D. Presentation of the results of this study including nesting success relative to features within SBNWR, analysis of the breeding success relative to other colonies, and predator observations.
 - E. Discussion of the observations made and their implications for this colony and the region in general.

- F. Description of any other significant or unusual findings or observations, and;
- G. General and specific management recommendations for the Seal Beach populations.
 - ii. The report is to follow the format for scientific journals described by Messmer and Morrison 2006 (Attachment B), with the following outline:
 - A. Title page showing the title (including year being reported on), date, CATR and IR, location, and Cooperative Agreement number.
 - B. Sub-title page showing the following,
 - a. Title
 - b. "Prepared by" listing with affiliations
 - c. "Prepared for" listing, including IR location
 - d. Date
 - e. Recommended citation
 - C. Table of Contents
 - D. Abstract
 - E. Introduction
 - a. Include an overview of the project
 - b. State the project's purpose and objectives
 - F. Study Area
 - a. A moderately detailed description of the study area including a brief history of the CLT, LFRR, and WSP populations.
 - b. Include four maps at three scales: 1) entire station showing the study areas; 2) a map of the CLT colony on NASA Island with a minimum scale of 1 inch =200 feet; 3) a map that depicts total LFRR habitat at a scale of 1" = 400'; 4) a map that depicts the CLT and WSP population along Anaheim Bay with a minimum scale of 1 inch =200 feet.
 - G. Methods
 - a. This section should not be quantitative in nature, but should include information such as specific hours of the day, days of week that surveys/observations were accomplished; survey procedures; equipment used, etc.
 - b. Each method used to acquire data must be explained in sufficient detail such that another researcher could duplicate the study.
 - c. Data forms shall be completed for each survey or monitoring effort.

H. Results. At a minimum, include:

- a. All data collected from tasks identified, including information from as many previous years as possible. Data is to be presented using both tables and figures.
Specific GPS locations of all CLT nests, LFRR, and WSP nests shall be included in both a table and map.
- b. Each statistical technique used must be accompanied by a justification and explanation as to why that particular test was chosen to analyze the data set.
- c. Total man-hours spent by time period (e.g. 0400 - 1200 and 1201 - 2000 hrs) by site, monitoring each nest site, and any other information that would enable the reader to specifically quantify total man-hours spent on each significant activity.

I. Discussion. At a minimum, include:

- a. Discussion that is general in nature with respect to previous nesting seasons but specific as to current year results, and shall compare and contrast these with results from previous years.
- b. Incorporate relevant work from previous research conducted, as appropriate.
- c. Analyze and discuss ecological data collected as it effects, or has the potential to effect, breeding success.

J. Conclusions and Recommendations

- a. Provide a summary highlighting the important factors influencing these populations and their breeding success.
- b. Provide both general and specific recommendations for the Seal Beach populations of CLT, LFRR, and WSP.

3. Deliverable Specifics

DOCUMENT/PRODUCT	NUMBER OF COPIES	DUE DATE
Accident Prevention Plan	1 digital copy via E-mail	30 calendar days after Agreement award
Draft Work Plan	1 digital copy via E-mail	30 calendar days after Agreement award
Final Work Plan	1 digital copy via E-mail	15 calendar days after receipt of Government comments on the draft work plan
Monthly Progress Reports	1 digital copy via E-mail	5 th day of each month
10(a)(1)(A) Reports	1 digital copy via E-mail	30 days following the completion of the survey effort but at least 15 days prior to submittal to the USFWS

Draft Annual Report	3 color hard copies (3 bound) and 2 electronic copies	45 calendar days after completion of work
Final Annual Report	7 color hard copies (6 bound, 1 unbound) and 5 electronic copies	30 calendar days after receipt of Government comments on the draft annual report

- a. Final Annual Report: The Cooperator shall incorporate all comments, suggestions, or edits on the draft annual report to the Final Annual Report. The Cooperator shall submit the Final Annual Report within thirty (30) days following receipt of Government comments and approval of the draft. The final report is to include color photographs or laser copies of these photographs documenting all aspects of this work in a 4 x 6 inch or similar-sized format. A total of 7 hard copies (1 with original photographs, 6 with laser color copies; 6 bound and 1 unbound) and five (5) CD's are to be submitted. Bound reports (6) are to be spiral bound with the report title, date, and author clearly and permanently affixed to the spine of the spiral binding. The electronic copy shall include the final annual report and all associated figures, tables, maps, photographs, etc. and shall also be provided in both PDF and MS WORD.
- b. The Cooperator shall provide all required draft reports as electronic files, either as email attachments, sent to the CATR on CD, or downloadable via FTP site. The Cooperator shall provide seven (7) hard copies of the final deliverables, each with an associated CD containing the report 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 Journal of Wildlife Management or Council of Science Editors guidelines).
- d. The draft report shall be a complete document that has been proofread for spelling and grammatical errors and contains all text, figures, graphics, photographs and tables provided for review.
- e. The Government will have 30 calendar days from receipt of draft final report(s) (incorporating comments) to review the final report to ensure comments were addressed. If review and acceptance by Government is not completed within the 30 calendar day review period the document will be deemed to be constructively accepted and submission of final deliverables will begin. Only the CAA has the authority to make changes to the 30 calendar day review period.

f. Data. All raw data, data sheets and electronic databases (including GIS data) shall be submitted as appendices or supplemental information with the draft Annual Report. If too large to be included with the other draft submittals, the Electronic databases shall be submitted on a labeled CD-ROM. The final versions of these databases will be included on the CD-ROM's attached to the final reports.

g. Maps

1). All maps created for this Agreement shall be incorporated in the draft and final reports. All maps shall be printed on 8.5 by 11-inch paper or 11 by 17-inch paper folded to match the size of the report(s).

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

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

h. Photographs

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

- Date
- Location (specific place and Installation)
- Subject/activity
- Activity documented,
- Identification of any people in the picture
- Photographer

K. DATA AND PUBLICATION

1. This Cooperative Agreement is subject to, and Cooperator 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 Cooperator and the Government will notify the Cooperator in advance of applicable limitations on such information. Except as to information so identified and limited, there are no restrictions on reporting or publishing reports based upon the fundamental research that is the subject of this Cooperative Agreement.

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

2. The acknowledgements for any paper or presentation resulting from this work shall include the following statement: "This research was funded by the Department of the Navy on behalf of the Naval Weapons Station Seal Beach."
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 Cooperator at the time of publication.
4. The Cooperator 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 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 Government and a determination appropriately made by the cognizant Government representative concerning release of information pursuant to the authority (Federal or State) cited by the requester. All inquiries shall be directed to the Public Affairs Officer at the Installation and Public Affairs Officer at NAVFAC SW through the IR, CATR and CAA.

M. SAFETY

The Cooperator 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 Cooperator 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 handling 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 Cooperator 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 Cooperator shall certify to CATR that the final APP, SSHP and AHA have been reviewed with each Cooperator 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 Cooperator 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 Cooperator is performing the job on-site, a SW EV Safety representative may perform an SAV. The Cooperator 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 Cooperator 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 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 Government property by the Cooperator, its officers, agents, servants, employees, or invitees, the Cooperator, 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 Cooperator 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 Cooperator, its employees, agents or contractors under this Cooperative Agreement. The Cooperator 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 Cooperator 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 Cooperator or the Government or any other person concerning such amount or change in coverage.

3. The Cooperator 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. Cooperator shall also provide a copy of the exempting statute cited in support of its claim of self-insurance pursuant to Section 2 of Attachment O 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 Cooperator shall require its contractors or agents or any contractor performing work at the Cooperator'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 Cooperator and any of its contractors or agents shall deliver or cause to be delivered promptly to the CAA, 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 Cooperator 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 Cooperator for such loss or damage under this Section O, the Cooperator 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 Cooperator by the Government. In the event the Cooperator shall have effected any repair, rebuilding, or replacement which the Cooperator is required to effect pursuant to this Section O, the Government shall direct payment to the Cooperator of so much of the proceeds of any insurance carried by the Cooperator 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 Cooperator to effect such repair, rebuilding or replacement. In event the Cooperator 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

Cooperator, the Cooperator 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 annual report; and after receipt of the final annual 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.

Financial Reporting:

Financial Reports	Reporting Period	Due Date
Request for Advance or Reimbursement (SF270)	Submitted with any invoice on WAWF for Advance or Reimbursement	Contemporaneous with any invoice submitted on WAWF
Final Financial Status Report (SF425 marked final in box 6)	Period of performance	90 days after end of period of performance

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.fsrc.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.fsr.gov>, if –

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

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

(a) In the Subcontractor's preceding fiscal year, the Subcontractor received –

(i) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

• (b) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/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)

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall

prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-C/section-200.216>

S. REFERENCES

Environmental Assessment for Ammunition Pier and Turning Basin Naval Weapons Station Seal Beach, July 2019.

U.S. Fish and Wildlife Service (USFWS) and U.S. Department of the Navy (DoN). 1990. Endangered species management and protection plan, Naval Weapons Station - Seal Beach and Seal Beach National Wildlife Refuge. Final environmental impact statement. Portland, Oregon. 591 p.

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 Weapons Station Seal Beach under this Cooperative Agreement, No. N62473-23-2-0003."

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 Weapons Station Seal Beach under this Cooperative Agreement, No. N62473-23-2-0003."
- e. "Loss, if any, under this policy shall be adjusted with Cooperator and the proceeds, at the direction of the Government, shall be payable to Cooperator, and proceeds not paid to Cooperator shall be payable to the Treasurer of the United States of America."

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

ATTACHMENT B
DRAFT AND FINAL REPORT FORMAT

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

- i. Title page showing the title, date, and CATR and IR location and Cooperative Agreement Number
- ii. Sub-title page showing:
 - (a) Title
 - (b) “Prepared by” listing with affiliations
 - (c) “Prepared for” listing, and shall include the IR location
 - (d) “Under contract to” listing, and shall include the CATR location
 - (e) Date
 - (f) Recommended citation
- iii. Table of contents, arranged as follows:
 - (a) Table of contents
 - (b) List of tables
 - (c) List of figures (photographs are considered figures)
 - (d) References/literature cited
 - (e) List of appendices
- iv. Abstract
- v. Introduction
- vi. Study Area
- vii. Methods
 - (a) This section should not be quantitative in nature, but should include information such as specific hours of the day, days of week that surveys/observations were accomplished,

survey procedures, equipment used, etc.

(b) Each method used to acquire data must be explained in sufficient detail such that another researcher could duplicate the study.

(c) Each statistical technique used must be accompanied by a justification and explanation as to why that particular test was chosen to analyze the data set.

viii. Results at a minimum include:

(a) Data collected from tasks identified. Data are to be presented using both tables and figures. Cumulative analyses of data collected by previous contractors between 1998 and 2006 shall be conducted where appropriate and scientifically meaningful.

(b) Total man-hours spent by time period (0400 - 1200 hrs. and 1201 - 2000 hrs.), for: surveying - by site (canyon or other identified geographic area), monitoring each nest site, and any other information that would enable the reader to specifically quantify total man-hours spent on each significant activity.

(c) The chronology of releases including locations, and distribution, and the success of nesting

(d) The incidental observations of potential predators

ix. Discussion. At a minimum this section shall include:

(a) A biologically meaningful synthesis and discussion of current and past results and with other recent studies obtained from the most updated scientific manuscripts, including unpublished scientific literatures, if available.

(b) Relevant work from previous research conducted, as appropriate, particularly in reference to long-term data collection and cumulative analyses.

x. Conclusions and Management Implications

(a) Provide a summary highlighting the important factors influencing CLT, LFRR, and WSP survival and nesting success

(b) Provide a list of recommendations to improve or increase the efficiency of CLT, LFRR, and WSP management actions

(c) Provide recommendations to improve CLT, LFRR, and WSP management

xi. Acknowledgments

Include the following statement: "This research was funded by Naval Weapons Station Seal Beach."

- xii. Appendices. All appendices contained in Heath et al. 2006 shall be included, with any appropriate additional appendices.
- xiii. Electronic Appendices. Two copies of each Appendix shall be submitted on CD-ROM(s) as described below. 'Read Only' formatted files will not be accepted. The CD ROM(s) shall include an ASCII text file labeled README. The README file is to describe the contents of each CD and the total number of CDs. Should the IR and/or CATR have problems loading the data into the Navy's database, or should the data be incorrectly recorded, the Cooperator will work with the CATR and/or IR to correct the problem. Successful loading of the data must be accomplished by 45 days.
 - (a) An inventory (to be included as an Appendix) of all equipment and supplies \leq \$5000 purchased under this Agreement. The Cooperator's property management standards for equipment acquired with Federal funds and federally-owned property shall include all of the following:
 - 1. Records for equipment and federally-owned property shall be maintained accurately and shall include the following information:
 - a. A description of the equipment or federally-owned property.
 - b. Manufacturer's serial number, model number, Federal stock number, national stock number, or other identification number.
 - c. Source of the equipment or federally-owned property, including the award number.
 - d. Whether title vests in the Cooperator or the Federal Government.
 - e. Acquisition date (or date received, if the property was furnished by the Federal Government) and cost.
 - f. Information from which one can calculate the percentage of Federal participation in the cost of the equipment (not applicable to property furnished by the Federal Government).
 - g. Location and condition of the equipment or federally-owned property and the date the information was reported.
 - h. Unit acquisition cost.
 - i. Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a Cooperator compensates the DoD Component that made the award for its share.
 - 2. Property owned by the Federal Government shall be identified to indicate Federal ownership.
 - 3. A physical inventory of equipment and federally-owned property shall be taken and the results reconciled with the equipment records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in

the accounting records shall be investigated to determine the causes of the difference. The Cooperator shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment or federally-owned property.

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

ATTACHMENT C
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:
N62473-23-2-0003.

(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/ECOMP
Admin DoDAAC	N62473/ECOMP
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

melanie.c.madden.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)