

A REIMBURSABLE AGREEMENT

Between The

**U.S. DEPARTMENT OF COMMERCE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
NATIONAL OCEAN SERVICE
CENTER FOR OPERATIONAL OCEANOGRAPHIC PRODUCTS
AND SERVICES**

And The

**CITY OF LOS ANGELES
ACTING BY AND THROUGH THE BOARD OF HARBOR
COMMISSIONERS**

For The

**INSTALLATION, OPERATION AND MAINTENANCE OF AN AIR
GAP SENSOR ON THE VINCENT THOMAS BRIDGE**

And For

**THE QUALITY CONTROL AND DISSEMINATION OF WIND DATA
FOR NOAA'S LOS ANGELES / LONG BEACH
PHYSICAL OCEANOGRAPHIC REAL-TIME SYSTEM (PORTS®)**

NOS Agreement Code: MOA-2015-035/9099

I. PARTIES AND PURPOSE

- A. This Agreement is entered into by the U.S. Department of Commerce, National Oceanic and Atmospheric Administration (NOAA), National Ocean Service's (NOS) Center for Operational Oceanographic Products and Services (CO-OPS) and the City of Los Angeles (City), acting by and through the Board of Harbor Commissioners (Board). CO-OPS provides the national infrastructure, science, and technical expertise to monitor, assess, and distribute tide, current, water level, bridge air gap and other coastal oceanographic products and services that support NOAA's mission of environmental stewardship and environmental assessment and prediction. The Board is the governing body for the City, America's Port[®] (Port) and the premier gateway for international commerce. The Port is located in San Pedro Bay, 20 miles south of downtown Los Angeles. This thriving seaport not only sustains its competitive edge with record-setting cargo operations, but is also known for groundbreaking environmental initiatives, progressive security measures, diverse recreational and educational facilities, and LA's emerging waterfront destination. In 1991, there was a formal partnership between Jacobsen Pilots, the Marine Exchange, the LA Port Pilots and the U.S. Coast Guard to jointly operate the Vessel Traffic Service. The same partnership jointly started the NOAA PORTS[®] system in 2001.
- B. The purpose of this Agreement is to install and disseminate data from a new air gap sensor on the Vincent Thomas Bridge and establish the requirements necessary for NOAA to receive and distribute wind data from the City as part of the Los Angeles / Long Beach Physical Oceanographic Real Time System, hereafter referred to as LA/LB PORTS[®]. PORTS[®] is a program that supports safe and cost-efficient navigation by providing ship masters, pilots, and other users with accurate real-time information required for safe vessel loading and transit, and to avoid groundings and collisions. PORTS[®] is a partnership program where NOAA is funded for and provides the program management, data collection and dissemination infrastructure, 24x7 data quality control and assurance and national standards. NOAA is not funded for and needs to partner with the City for the local equipment, installation and annual operations and maintenance of the

equipment. Because NOAA is not funded for the local equipment, installation and annual operations and maintenance of the equipment, NOAA will require advanced payment for these items to carry out the installation. This Agreement between the City and CO-OPS will result in the quality control and dissemination of the meteorological and air gap data through CO-OPS' web products and voice system. City agrees to maintain LA/LB PORTS[®] winds sensors and provide the winds sensor data to NOAA in accordance with CO-OPS standards delineated in Appendices B and C. CO-OPS, using City funds, will install and maintain the air gap system on the Vincent Thomas Bridge.

II. AUTHORITIES

- A. The legal authority for CO-OPS and the City to enter into this Agreement is the Coast and Geodetic Survey Act (CGSA), 33 U.S.C. § 883e, which authorizes the Secretary of Commerce to enter into cooperative agreements, or any other agreement, with, and to receive and expend funds made available by, any state, or subdivision, thereof, any federal agency, or any public or private organization, or individual, for surveys and investigations authorized under the CGSA, 33 U.S.C. §§ 883a *et seq.*
- B. The programmatic authority for NOS to enter into this Agreement is the CGSA, 33 U.S.C. §§ 883a *et seq.*, which authorizes the Secretary of Commerce to conduct hydrographic and topographic surveys and tide and current observations, and analysis and prediction of tide and current data.
- C. The Board has authority to enter this Agreement pursuant to the City Charter sections 651 and 652.

III. BACKGROUND

- A. CO-OPS and the City have a common interest in the safe navigation and environmental management of Los Angeles Harbor, California, and in the collection and dissemination of related meteorological data in near real time. LA/LB PORTS[®] was established for Los Angeles-Long Beach Harbor in response to this common interest.
- B. The data quality of all PORTS[®] data is maintained by CO-OPS through the Continuous Operational Real-Time Monitoring System (CORMS). CORMS is a 24-hour, 7-day watch to monitor all PORTS[®] data as well as data from CO-OPS National Water Level Observation Network (NWLON) stations. The automated system flags questionable data and monitoring personnel then intervene and stop transmission of questionable data until the issue is resolved.

IV. THE LOS ANGELES / LONG BEACH PORTS®

The LA/LB PORTS® will consist of the following major components:

- A. Stand alone meteorological stations at Badger Avenue Bridge, Berth 161 and Pier 400, each station consists of an anemometer, modem, rechargeable battery. Some stations may have solar panels.
- B. New Air gap system on the Vincent Thomas Bridge to be installed and included as part of the LA/LB PORTS®. This system will measure the air gap between the bottom of the bridge and the water surface. This system will consist of a microwave (primary) and a laser (backup) air gap sensor. In addition, the system will contain telemetry to transmit data back to NOAA via a Geostationary Operational Environmental Satellite (GOES) transmitter and through an IP modem.
- C. Additional data collection sites or sensors may be added to the LA/LB PORTS® in the future and identified by amendments to this Agreement.

V. RESPONSIBILITIES OF THE PARTIES

- A. CO-OPS agrees to provide at no expense to the City:
 - 1. Personnel and technical expertise required to ensure that system operation and maintenance (O&M) of the LA/LB PORTS® are in accordance with CO-OPS guidelines and standards. This requirement to provide maintenance includes the responsibility to coordinate access to the Vincent Thomas Bridge with the California Department of Transportation (Caltrans).
 - 2. Real-time quality control of all LA/LB PORTS® data in the form of a 24 hours per day/7 days per week CORMS operation. This activity will be staffed by personnel contracted by CO-OPS to ensure that the data disseminated meets NOAA's standards for safe navigation. Note: the direct data feed available to the Port for quicker access to wind data will not receive quality control from CORMS.
 - 3. Communications costs associated with CORMS.
 - 4. Recommendations for hardware and equipment upgrades.
 - 5. Dissemination of the data through web products on the internet.
 - 6. All necessary permits allowing for the installation of the air gap sensor system. Including, but not limited to, all necessary permits from the State

of California. This obligation includes the provision of all necessary engineering drawings and other requirements specified by the State of California.

7. A centralized Voice Data Response System (VDRS) located at NOS Headquarters, Silver Spring, Maryland, with access provided via a toll-free number.
8. A project manager and site representative. CO-OPS' project manager and site representative is the contact listed in Section VII. CO-OPS shall notify City if a new project manager and site representative is designated.

B. Using City funds, CO-OPS agrees to:

1. Purchase and install an air gap sensor system on the Vincent Thomas Bridge and to secure any necessary permission from Caltrans to access the bridge and to pay any associated fees to do so;
2. Purchase or provide all electrical connections, wired or wireless communications systems, labor, materials and other ancillary equipment necessary for installation of the air gap sensor;
3. Provide routine maintenance of the air gap system including permission from Caltrans to access the bridge and to pay any associated fees to do so;
4. Provide personnel and expertise required to install and manage the O&M of the Vincent Thomas Bridge Air Gap Measurement System (this effort may utilize contractor support when appropriate);
5. Ensure that necessary hardware and software maintenance agreements and software licenses are in place on selected air gap equipment; and
6. Provide emergency repairs to the air gap system in accordance with CO-OPS standards.

C. The City agrees to:

1. Provide funds for the equipment, installation and annual O&M of the microwave air gap sensor on the Vincent Thomas Bridge;
2. Ensure that no modifications or upgrades to hardware or software of any kind are made without the prior written approval of CO-OPS;

3. Ensure that air gap equipment is used only for purposes specified in this Agreement;
 4. Provide system management, operation, maintenance, and repair of the wind stations as described in Section IV in accordance to CO-OPS guidelines described Appendices B and C of this Agreement;
 5. Provide a direct feed from the data collection system that provides the Port quicker access to wind information. CO-OPS does not have access to this direct feed and is not responsible for this data nor the quality control of this data;
 6. Provide all services and materials necessary for the ongoing operation, maintenance, and repair of wind stations, including recurring communications costs with the exception of communication costs associated with CORMS;
 7. Obtain necessary permits and other approvals for wind measurement stations;
 8. Wind systems that are free from damaged, defective, or worn-out parts and are replaced only with comparable parts or components. Any substitute parts or components must be approved in advance and in writing by the CO-OPS PORTS[®] Program Manager;
 9. Emergency repairs necessary to keep wind systems operational; and,
 10. Designate a local site representative. The site representative is the City's contact listed in Section VII. The City shall notify CO-OPS if a new LA/LB PORTS[®] site representative is designated.
- D. City will notify CO-OPS of any modification, or upgrade of any component of LA/LB PORTS and any changes must be agreed upon by written consent of all parties via amendment to this agreement.

VI. SCHEDULE, FUNDING, AND REIMBURSEMENT ARRANGEMENTS

- A. The Vincent Thomas Bridge Microwave Air Gap Measurement System will be purchased, installed, maintained and operated with funds provided by the City. The total cost to the City over this five period Agreement shall not exceed \$135,459 (see Appendix A for funding details) for the Air Gap Sensor.
- B. With the signing of this Agreement, NOS will invoice the City in the amount of \$74,500 for the purchase, installation and operation, maintenance, and repair of

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the Vincent Thomas Bridge Microwave Air Gap Measurement System (see Appendix A for funding details). Period 1 will commence at the signature of both parties through December 30, 2016. These funds will be provided to NOS within 30 days of the invoice.

- C. The duration of each subsequent period of this Agreement shall be for one year, beginning on January 1 and ending on December 31. Thus, the second period will begin on January 1, 2017 and end on December 31, 2018. Periods three, four and five shall follow the same schedule. NOS will invoice City annually for the next subsequent four periods in advance of the anniversary expiration dates in accordance with Appendix A, for a total of \$135,459 as per Appendix A, over the 5 periods of the Agreement, ending on December 31, 2020. These funds will be provided to NOS within 30 days of the invoice, always subject to the same terms and conditions described above. There will be no required amendments to this Agreement unless there is a substantial change in service, costs or products.
- D. Fiscal and Accounting Data
1. NOAA/NOS/CO-OPS
DUNS Number: 78-4769085
Employer ID: 52-0821608
Treasury Account Symbol (appropriation code for collection):13x1450
CBS ACCS number: 14-2015-1BK6EVT-P00-10-16-0000-00-00-00
 2. Los Angeles Port Authority
DUNS Number: 13-83325690001
Employer ID: 95-6000735
- E. CO-OPS Policy requires advance payment by the City under this Agreement in order to reduce the financial risks of contracting.
- F. NOS will send invoice(s) to the following address:
Name: Bent Christiansen
Address: Port of Los Angeles
Berth 68
P.O. Box 151
San Pedro, CA 90733-0151
Telephone Number: (310) 732-3808
E-mail: BChristiansen@portla.org
- G. Any unused funds which remain at the conclusion of any period of performance shall be carried over into the following funding period without further amendment.

- H. Equipment used in support of this project, including the air gap measurement system, shall remain CO-OPS property. CO-OPS will leave the air gap equipment in place so long as there is an Agreement in place between CO-OPS and the City.
- I. If the City fails to provide the necessary funds for the air gap measurement system, CO-OPS will monitor data quality and terminate dissemination of information when, in its sole discretion, the information quality approaches unacceptable limits.
- J. With the signing of this Agreement, the City will assume responsibility for the operation, maintenance, and repair of the wind stations of the LA/LB PORTS[®] as defined in section IV, in accordance with Appendices B and C.
- K. If the City fails to provide adequate system maintenance or repair of the wind stations of the LA/LB PORTS[®], CO-OPS will monitor data quality and terminate dissemination of information when, in its sole discretion, the information quality approaches unacceptable limits.
- L. NOAA/NOS/CO-OPS will not achieve full cost recovery for the services it is providing. NOAA's contribution to the PORTS[®] partnership includes maintaining its Continuous Operational Real-time Monitoring System (CORMS) for data quality control, related PORTS[®] data dissemination infrastructure and other technical and administrative oversight in the amount appropriated for PORTS[®] in the current fiscal year. In accordance with 33 U.S.C. § 883e(2), NOAA has determined that the amount of benefits it derives from this Agreement exceeds its contribution to it.
- M. There will be no required amendments to this agreement unless there is a change in service, costs or products.

VII. CONTACTS

- A. The Points of Contact (POC) for each of the Parties to this Agreement are:
 - 1. CO-OPS: Darren Wright
Position: PORTS Program Manager
Address: NOAA/NOS/CO-OPS
1305 East West Highway
Silver Spring, Maryland 20910
Telephone Number: (301) 713-2981 x 193
Fax: (301) 713-4392
Cell: (240) 338-1347
E-mail: darren.wright@noaa.gov

2. City: Eunice ZordillaZordilla
Address: City
425 South Palos Verdes Street,
San Pedro, California, USA 90731
Telephone Number: 310-732-3808
Cell: 310-993-6058
E-mail: EuzordillaEuzordilla@portla.org

B. Day-to-day operations and technical assistance
the CO-OPS contact is the LA/LB PORTS[®] Site Representative:

CO-OPS: Mark Bailey
Address: NOAA/NOS/CO-OPS/FOD
7600 Sand point Way N.E.
Seattle, Washington 98115
Telephone Number: (206) 526-6910
Fax: (206) 526-6365
Email: Mark.Bailey@noaa.gov

C. The Financial Points of Contact (POC) for this Agreement are:

1. CO-OPS: Brian Johnson
Position: Financial Analyst
Address: NOAA/NOS/CO-OPS
1305 East West Highway
Silver Spring, Maryland 20910
Telephone Number: (301) 713-2981 x 121
Fax: (301) 713-4392
E-mail: brian.a.johnson@noaa.gov

2. City: Don McLaurin
Address: Port of Los Angeles
Berth 68
P.O. Box 151
San Pedro, CA 90733-0151
Telephone Number: (310) 732-3808
E-mail: DMcLaurin@portla.org

D. The Parties agree that if there is a change regarding the information in this section, the Party making the change will notify the other Party in writing of such change. This change does not require a formal amendment.

VIII. DURATION OF AGREEMENT, AMENDMENTS, OR TERMINATION

- A. This 5-year Agreement will become effective upon the signature of both of the approving officials of the respective organizations entering into this Agreement and will remain in effect through December 31, 2020. The Agreement will be reviewed annually.
- B. This Agreement may be amended or modified at any time by the mutual written consent of the Parties. This Agreement may be canceled or terminated by either Party upon 120 days written notice to the other Party.
- C. CO-OPS reserves the right to assume maintenance and operation of the LA/LB PORTS[®] at any time if, in its sole discretion, it believes that such an action would be in the public's best interest.

IX. RESOLUTION OF DISAGREEMENTS

Should disagreement arise as to the interpretation of the provisions of this Agreement, or amendments and/or revisions thereto that cannot be resolved at the operating level, the area(s) of disagreement will be stated in writing by each Party and presented to the other Party for consideration. If agreement on interpretation is not reached with 30 days, the Parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

X. OTHER TERMS AND CONDITIONS

- A. All responsibilities under this Agreement are subject to the availability of appropriated funds. CO-OPS participation in this Agreement is contingent on receipt of the Federal funding required to operate the CORMS. Should CO-OPS be required to terminate this Agreement, data quality control and dissemination would cease, and any funds transferred to CO-OPS will be returned to the City to the extent that CO-OPS has not incurred obligations. Should funds fail to be available to City, City shall have the right, at its sole discretion, to cancel this Agreement.
- B. This Agreement in no way limits other government agencies (federal, state, and local), port authorities, companies involved in maritime commerce, commercial fishermen, recreational boaters and fishermen, researchers, and the general public from having access to LA/LB PORTS[®] data.
- C. This MOA and all exhibits and other documents attached to or referenced herein or therein, shall constitute the entire agreement between the Parties relating to the subject matter hereof and thereof, and there are no representations, warranties or commitments except as set forth herein or therein.

- D. Except as otherwise provided herein, nothing under this MOU is intended or shall be construed to create any rights in, or confer any benefits upon, any person or entity other than the Parties hereto.
- E. Neither the City, nor any officer, employee or contractor thereof, is responsible for any injury, damage, or liability occurring by reason of any act or omission by CO-OPS under or in connection with any work performed by CO-OPS or its agents under this Agreement.
- F. CO-OPS agrees to promptly consider and adjudicate any and all claims which arise out of work under this Agreement by CO-OPS or duly authorized representatives or contractors of CO-OPS and to pay for any damage or injury as may be required by Federal law. Such adjudication will be pursued under the Federal Torts Claim Act, 28 U.S.C. § 2671 *et seq.* or other such Federal legal authority as may be pertinent. CO-OPS also agrees to consider and adjudicate any claims for damage or injury sustained by CO-OPS personnel in the performance of their official duties while doing the work under this agreement. Such adjudication will be made pursuant to the Federal Employees' Compensation Act, 5 U.S.C. § 8101 *et seq.*, or other such Federal legal authority as may be pertinent.
- G. CO-OPS shall cause its contractors to maintain during the performance of any work under the terms of this Agreement, insurances with limits of liability not less than those stated in the Federal Acquisition Regulation (FAR) 28.307-2 (Appendix D).

XI. APPROVALS

ACCEPTED AND APPROVED FOR THE
U.S. DEPARTMENT OF COMMERCE
NATIONAL OCEANIC AND ATMOSPHERIC
ADMINISTRATION
NATIONAL OCEAN SERVICES

BY: _____

Richard Edwing
Director
Center for Operational Oceanographic

ACCEPTED AND APPROVED FOR THE
CITY, ACTING BY AND THROUGH ITS BOARD
OF HARBOR COMMISSIONERS

BY: _____

Eugene D. Seroka,
Executive Director

NOS Agreement Code: MOA-2015-035-9099

Products and Services

DATE: _____ DATE: _____

APPROVED AS TO FORM:

Date: _____, 2015

MICHAEL N. FEUER
Los Angeles City Attorney

By _____
Justin Houterman
Deputy City Attorney

APPENDIX A

LA/LB PORTS® Costs

Microwave Air Gap Measurement System Vincent Thomas Bridge

Task	Cost	Performance Period
Equipment & Installation	\$60,000	Upon Enactment
Period 1 O&M	\$14,500	Upon Enactment through December 31, 2016
Period 2 O&M	\$14,790	January 1, 2017 through December 31, 2017
Period 3 O&M	\$15,086	January 1, 2018 through December 31, 2018
Period 4 O&M	\$15,388	January 1, 2019 through December 31, 2019
Period 5 O&M	\$15,695	January 1, 2020 through December 31, 2020
Total	\$135,459	

APPENDIX B

MANAGEMENT, OPERATION, MAINTENANCE, AND REPAIR OF LOS ANGELES / LONG BEACH PORTS®

INTRODUCTION

The science, technology, and operations included in PORTS® are leading edge, cover a very wide range, and will continue to present challenges in the ongoing management of the system. Development and implementation of PORTS® by NOS requires the expertise of specialists in technical management, oceanography, engineering, and information systems. It includes knowledge of currents and circulation, water levels, instrumentation, communications, computers, voice response systems, data management, and field operations.

Although the Los Angeles / Long Beach PORTS® is a continuation of previously deployed technology, the physical and geographical challenges unique to the Los Angeles area require ongoing system refinement and upgrading. System management, operation, maintenance, and repair (MOM&R) and the most appropriate documentation of these activities will require further refinement as additional experience is gained. Modification of the required activities described in this Appendix must be approved by NOS. The modified requirement(s) must be stated in writing, signed by the NOS PORTS® Program Manager, and attached to NOS and the City copies of this Agreement.

Maintenance must be conducted both at the system level and at the component level, at intervals that vary from daily to every four years. For reliable operation of the system with less than five percent down time, and to ensure dissemination of quality assured data, PORTS® must be maintained rigorously by personnel with the required expertise.

MANAGEMENT AND OPERATION

The City shall perform the following duties:

1. Schedule maintenance activities and ensure that they are conducted according to specifications and minimize down time;
2. Obtain quick response support as required to minimize system down time;
3. Manage support contracts (e.g. - measurement subsystem maintenance, data acquisition and dissemination subsystem maintenance, instrument refurbishment and calibration); and
4. Interact with NOAA, Coast Guard, other federal agencies, port authorities, ship pilots and masters, tug and tow operators, companies engaged in maritime commerce, environmental agencies, the general public, and others as required.
5. Following each station visit, the City Contractor shall complete and submit to CO-OPS a

Site Report describing the maintenance and repair action performed within 30 calendar days of completion. Critical configuration information, such as acoustic sensor and datum offsets, GOES parameter changes, or installation/removal of any DCP/sensors shall be sent to CO-OPS email address within 24 hours. The CO-OPS team email address is nos.coops.oetteam@noaa.gov.

The NOS-operated CORMS will conduct continuous system checks and will provide the City the results from the checks. When problems are encountered with critical system components, the City shall respond within four (4) hours of receiving negative system check information to make arrangements for corrective actions. The City shall equip a watchstander or other appropriate employee with a pager or other means of responding 24 hours per day, 365 days per year for this purpose. The City shall designate a contact person and back-up contact persons responsible for responding to negative system check information and identify these individuals to NOS upon the execution of this Agreement. The City shall notify NOS of any changes in contact or backup persons within one workday.

MAINTENANCE

The City will coordinate all maintenance activities and participate in as may be appropriate.

MANAGEMENT, OPERATION AND MAINTENANCE SCHEDULE

Two-Month Service Interval

1. All components of PORTS[®] shall be inspected visually.
2. The solar panels shall be cleaned when necessary
3. Batteries (other than gel cell batteries) shall be checked for proper fluid level.
4. All hardware, external wiring, cable connections, and brackets shall be inspected for corrosion and/or damage.
5. Locks shall be lubricated or replaced.
6. Wind sensor bearings shall be checked visually for freedom of movement. Repairs and replacements as may be necessary to ensure system reliability and data quality shall be made. The sensors which are removed will be returned to the manufacturer for repair/recalibration.
7. The City shall prepare a bi-monthly report. This report will be available upon request. The format and scope of this report shall be negotiated between NOS and the City and will include elements such as summaries of site visits, maintenance and repair actions taken, daily system check logs, summaries of interactions with users, schedule of upcoming events, and identification of potential problems.

Annual Service Interval

1. Wind sensor nose cones shall be replaced. Verify the wind sensor alignment using "Wind Sensor Alignment Procedures for the R.M. Young Wind Monitor, October 2005"

(in reference section). The City shall return the nose cones to manufacturer for recalibration. All wind sensor bearings shall be replaced.

4 Year Service Interval

1. Replace the wind sensor and send old sensor to manufacturer for refurbishment.

Unscheduled

Respond to system failures as required. Repairs and replacements as may be necessary to ensure system reliability and data quality shall be made.

Routine Maintenance Intervals

Table 1 below shows the required service intervals.

Table 1 Sensor Service Intervals

Sensor	2 Mo	4 Mo	6 Mo	Yearly	2 Year	4 Year
Wind Sensors	I			S		
Key: C-Clean D-Dive I-Inspect L-Have CO-OPS Recalibrate R-Replace S-Service						

APPENDIX C

SYSTEM AND COMPONENT DOCUMENTATION

Documentation for the measurement and data transmission components includes:

1. [Wind Sensor Alignment Procedures for the R.M. Young Wind Monitor](#)
2. [NOAA Technical Report NOS CO-OPS 030 NWLON/DMS Quality Control Software \(QC\)](#)

The majority of these documents are available on CO-OPS web site at:

<http://tidesandcurrents.noaa.gov/pub.html>

All other references may be obtained by contacting the PORTS site representative or PORTS site representative backup.

APPENDIX D

Federal Acquisition Regulations

28.307-2 Liability.

- a) ***Workers' compensation and employer's liability.*** Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers. (See 28.305(c) for treatment of contracts subject to the Defense Base Act.)
- b) ***General liability.***
1. The contracting officer shall require bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.
 2. Property damage liability insurance shall be required only in special circumstances as determined by the agency.
- c) ***Automobile liability.*** The contracting officer shall require automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.
- d) ***Aircraft public and passenger liability.*** When aircraft are used in connection with performing the contract, the contracting officer shall require aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.
- e) ***Vessel liability.*** When contract performance involves use of vessels, the contracting officer shall require, as determined by the agency, vessel collision liability and protection and indemnity liability insurance.

<http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/Far1toc.htm>