

DEPARTMENT OF THE ARMY  
U.S. ARMY CORPS OF ENGINEERS  
LOS ANGELES DISTRICT

APPLICATION INFORMATION PACKAGE  
FOR  
SPOILS MATERIAL REMOVAL

SANTE FE FLOOD CONTROL BASIN  
LOS ANGELES COUNTY  
IRWINDALE, CALIFORNIA

MAY 6, 2014 - MAY 21, 2014

## INSTRUCTIONS TO RESPONDENTS

### I. INTRODUCTION

**A. General.** The **Los Angeles District of the U.S. Army Corps of Engineers (Corps)** is accepting proposals for spoils material removal, on a competitive basis, at Sante Fe Flood Control Basin. The terms and conditions of this Notice Of Availability (NOA), and of the attached easement form, are designed to attain this objective for the removal herein offered by an easement on a basis which will be fair and equitable to the Grantee and to the general public throughout the term of the proposed easement.

### II. SITE & FACILITY INFORMATION

**A. Location.** Santa Fe Flood Control Basin, Irwindale, California described as approximately 500,000 cubic yards of sediment within a 5 acre area of the basin located west of the San Gabriel riverbed, east of the 605 Freeway and south of the lands currently being used as spreading grounds.

**B. Lands.** The lands available for use are located within the 5 acre area of the basin as shown in **Exhibit B**.

**C. Obtaining application materials.**

1. Applicants may view the Notice of Availability describing the lands, removal and details of the easement requirements through May 21, 2014. To obtain one copy by mail, free of charge, please contact Mr. Melvin Meneses at 213-452-3720. Please allow 5 to 7 working days for delivery.

### III. REQUESTS FOR ADDITIONAL TECHNICAL OR SUBSTANTIVE INFORMATION

If you have any questions, whether pertaining to the application process of the Notice of Availability, or whether regarding the spoils material or project site, please contact Mr. Melvin Meneses at 213-452-3720, [Melvin.M.Meneses@usace.army.mil](mailto:Melvin.M.Meneses@usace.army.mil). All requests for information or clarification regarding either the application or the spoils material site must be submitted **in writing** and received no later than 4:00 p.m. PST, May 14, 2014.

This Notice is available on the Corps' Public Website at:  
<http://www.spl.usace.army.mil/Media/PublicNotices.aspx>

This Notice is posted on the Federal Business Opportunities website at:  
<http://www.fbo.gov> and searching solicitation number: dacw099140102

**NOTICE OF AVAILABILITY FOR EASEMENT NO. DACW09-9-14-0102  
GOVERNMENT OWNED REAL PROPERTY  
FOR REMOVAL OF SPOILS MATERIAL  
SANTA FE FLOOD CONTROL BASIN, IRWINDALE, LOS ANGELES COUNTY, CALIFORNIA**

Sealed offers subject to the terms and conditions set forth herein, for the use of property of the United States listed in the Notice of Availability, will be received until the time, date, and at the place indicated below either by mail or in person:

**SEALED OFFERS ARE TO BE MARKED AND ADDRESSED AS FOLLOWS:**

**RETURN ADDRESS:**

(Name and address of Respondent)

**TO: REMOVAL OF SPOILS MATERIAL  
EASEMENT OFFER  
U.S. ARMY CORPS OF ENGINEERS  
ATTN: ASSET MANGEMENT DIVISION  
915 WILSHIRE BLVD, SUITE 930  
LOS ANGELES, CA 90017**

**(NOTE: A Government issued I.D. is required for access to the District Office (e.g. State/Military ID or Drivers License). For a Map to the District Office, see Exhibit A.**

**PROPERTY LOCATION:** Santa Fe Flood Control Basin, Irwindale, California described as approximately 500,000 cubic yards of sediment within a 5 acre area of the basin located west of the San Gabriel riverbed, east of the 605 Freeway and south of the lands currently being used as spreading grounds.

**PROPERTY VISITATION:** Respondents may visit and inspect the site on Tuesday, May 15, 2014, from 10:00 a.m. until 2:00 p.m.

**OFFERS DEADLINE:** 12:00 noon Wednesday, May 21, 2014

**TIME OF OPENING:** 1:00 p.m. Wednesday, May 21, 2014

**OFFER DEPOSIT:** Equivalent to twenty-five percent (**25%**) of the annual amount offered

**ISSUED BY:** Department of the Army, Los Angeles District, Corps of Engineers

**POINT OF CONTACT**

Mr. Melvin Meneses: 213-452-3720 or [Melvin.M.Meneses@usace.army.mil](mailto:Melvin.M.Meneses@usace.army.mil)

**AUTHORITY:** The authority for granting this easement is Title 10, U.S.C., Section 2668. The successful respondent will be required to enter into an easement with the United States. A sample of the easement required by the Government is attached. The easement will be subject to any existing easements for electric power transmission lines, telephone or telegraph lines, water, gas, gasoline, oil, or sewer pipelines, or other facilities located on the property covered by said easement.

**TERM:** The term of the easement will be for **1 year**, beginning **June 1, 2014**, and ending **May 30, 2015** and is revocable at will by the Secretary of the Army. The term of the easement may be extended for an additional term at the discretion of the Asset Management Contracting Officer, U.S. Army Corps of Engineers.

### **EASEMENT PROPERTY:**

- a. Detailed maps of the easement areas may be obtained from the Corps of Engineers, Asset Management Division, Civil Works Branch during normal business hours.
- b. The description of the property and the map are believed to be correct, but any error or omission in the description of the property or on the map shall not constitute any ground or reason for nonperformance of the provisions and conditions of the easement or claim by the grantee for any refund or deduction from rental.
- c. Grantees will be responsible to familiarize themselves with the location of all boundary markers and survey monuments. It will be their responsibility to see that they are not disturbed during the operations of the easement area.

**SERVICES:** The grantee may, at the discretion of the Asset Management Contracting Officer, be authorized to perform services in lieu of cash rental. Services may include, but are not limited to, replacement/repair of fencing and access gates, asphalt paving of roads, herbicide application, and sediment surveys. Services in lieu of cash rental must be agreed to in advance and documented in the easement or a Supplemental Agreement signed by all parties. Services approved and performed in lieu of cash rentals must be completed and accepted by the Government prior to June 1 each year of the current easement. In the event of termination, the Grantee shall not be reimbursed for services performed in advance of the year in which termination occurs.

**NOTICE:** Some of the areas may have access only through privately owned property and the Government cannot guarantee ingress and egress to the land. The areas are subject to compatible wildlife management activities performed by project personnel. The land may be flooded at any time due to project operations. Prospective grantees should be prepared to move their personal property to privately-owned higher ground during periods of flooding. Grantees shall have no claim against the United States for damages of any character on account thereof.

**CASH RENT OFFERS:** Cash rent must be in whole dollars. Any offer submitted in an amount other than in whole dollars will be rounded down to the nearest whole dollar.

## INSTRUCTIONS TO RESPONDENTS

1. **OFFERS SUBJECT TO THESE TERMS.** All offers submitted shall be deemed to have been made with full knowledge of all the terms herein contained. Respondents are expected to inspect the property and form their own conclusions as to its suitability for the stated purposes. Failure to make such inspection will not constitute grounds for any claim for adjustment or for the withdrawal of the offer after the time of opening offers. Respondents may visit and inspect the site on Tuesday, May 15, 2014, from 10:00 a.m. until 2:00 p.m. The Government makes no guaranty or warranty, either expressed or implied, with respect to the property.
2. **OFFER FORMAT.** Offers **must** be submitted in the attached format, which is provided, on pages **14 thru 18.** *(Page 15 must be submitted if you are submitting as a corporate entity. Page 16 must be submitted if you are submitting your offer as a governmental entity. Page 17 must be submitted if you are submitting your offer as a partnership.)* **For the offer to be valid, a completed Request for Grantee Social Security Number and/or Taxpayer ID Number form on page 18 must be included with your offer.** The Corps of Engineers requires each person doing business with the agency to furnish such person's taxpayer identification number. This information is mandatory under the Debt Collection Improvement Act of 1996, Public Law 104-134, April 26, 1996, 110 Stat 1321-358. The agency intent is to use such number for purpose of collecting and reporting on any delinquent amounts arising out of such person's relationship with the Government. **Failure to provide accurate information may result in your easement request being denied.**
3. **EXECUTION OF OFFERS.** Each offer must give the full address of the responder and be signed with the responder's usual signature. Any additional sheets shall be identified with the responder's name. An offer executed by an agent on behalf of the responder shall be accompanied by an authenticated copy of the power of attorney, or other evidence of authority. If the responder is a corporation, the Certificate of Corporate Responder must be executed. If the offer is signed by the secretary of the corporation, the Certificate must be executed by another officer of the corporation. In lieu of the Certificate, records of the corporation which show the authority of the officer signing, and which the secretary or assistant secretary, under the corporate seal, certifies to be true copies, must be attached.
4. **DEPOSIT REQUIRED.** No offer will be considered without a deposit approximately equal to and not less than twenty-five percent (25%) of the annual rental offered, to guarantee that the responder will enter into a written easement and pay the balance of the rental due within thirty (30) days after receipt of written notice of acceptance of his/her offer and a draft of easement for execution. Such guarantee must be in the form of a money order or check, payable to the "Finance and Accounting Officer, LAD". The deposits of unsuccessful responders will be returned, as promptly as possible, after rejection. However, in the event of default by any responder, that responder's deposit may be applied by the Government to any Government loss, cost and expense occasioned thereby, including any incurred in outgranting the property by an easement and any difference between the rental for another easement, if the latter amount is less. The responder is liable for the full amount of damages sustained by the Government because of his/her default; such liability is not limited to the amount of the responder's deposit.
5. **SUBMISSION OF OFFERS.** It will be the duty of each responder to have the offer delivered by the time and at the place prescribed in the Notice of Availability for Easement. Offers will be securely kept, unopened. No responsibility will attach for the premature opening of an offer not properly addressed and identified.

**6. LATE OFFERS, MODIFICATION OR WITHDRAWAL OF OFFERS.** The person whose duty it is to open the offers will decide when withdrawals of an offer will be considered. Offers may be modified or withdrawn only by written requests received from respondents prior to the time fixed for opening. Negligence in preparing the offer confers no right to withdraw the offer after it has been opened. Offers, modifications, or withdrawals received after the time fixed for opening and before award is made will be considered if sent by registered mail not later than the 7th calendar day prior to the date specified for receipt of offers or if sent by mail and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation.

**7. OPENING OF OFFERS.** At the time fixed for the opening, offer contents may be made public. Any information submitted in support of the offer will, upon request, be held in strict confidence by the United States, if disclosure might tend to subject the responder to a competitive business disadvantage.

**8. AWARD OF EASEMENT.** Easements will be awarded to the highest and/or best responder who is responsive to this Notice of Availability for Easement, provided that the responder is responsible, the responder is reasonable, and it is in the interest of the United States to accept it.

**9. PROCEDURE FOR AWARD.**

a. Following the opening, the Government may require any responder to furnish additional evidence of financial condition, ability to assume the obligations and responsibilities imposed by the easement, and other information the Government considers desirable. Failure to submit this information in 30 days or such other reasonable time as the Asset Management Contracting Officer specifies may be the basis for rejecting the offer.

b. The easement will be awarded to the responder who offers the highest and/or best fixed annual rental and whom the Real Estate Contracting Officer determines to be fully qualified financially, by experience, character and otherwise to furnish the facilities and services determined to be necessary to adequately serve the public demand at the proposed site.

**10. ACCEPTANCE OF OFFERS.** All offers will remain open for acceptance or rejection for 30 days from the date of opening. Notice of award will be given as soon as practicable to the successful responder personally, to a duly authorized representative, or in writing to the responder at the address indicated in the offer.

**11. REJECTION OF OFFERS.** The right is reserved, as the interests of the Government may require, to reject at any time any and all offers, to waive any informality in offers received, and to accept or reject any items of any offer unless such offer is qualified by specific limitation.

**12. DEFAULT.** In the event that the successful responder fails to enter into an easement within thirty (30) days after receipt of Government notification that his/her offer has been accepted and receipt of a draft lease for execution, or in the event that the successful responder fails to otherwise comply with the terms of this Notice of Availability, the Government may declare the responder in default and retain the deposit as liquidated damages.

**13. ADDITIONAL INFORMATION.** Any additional information may be obtained from the Asset Management Division, Civil Work Branch.

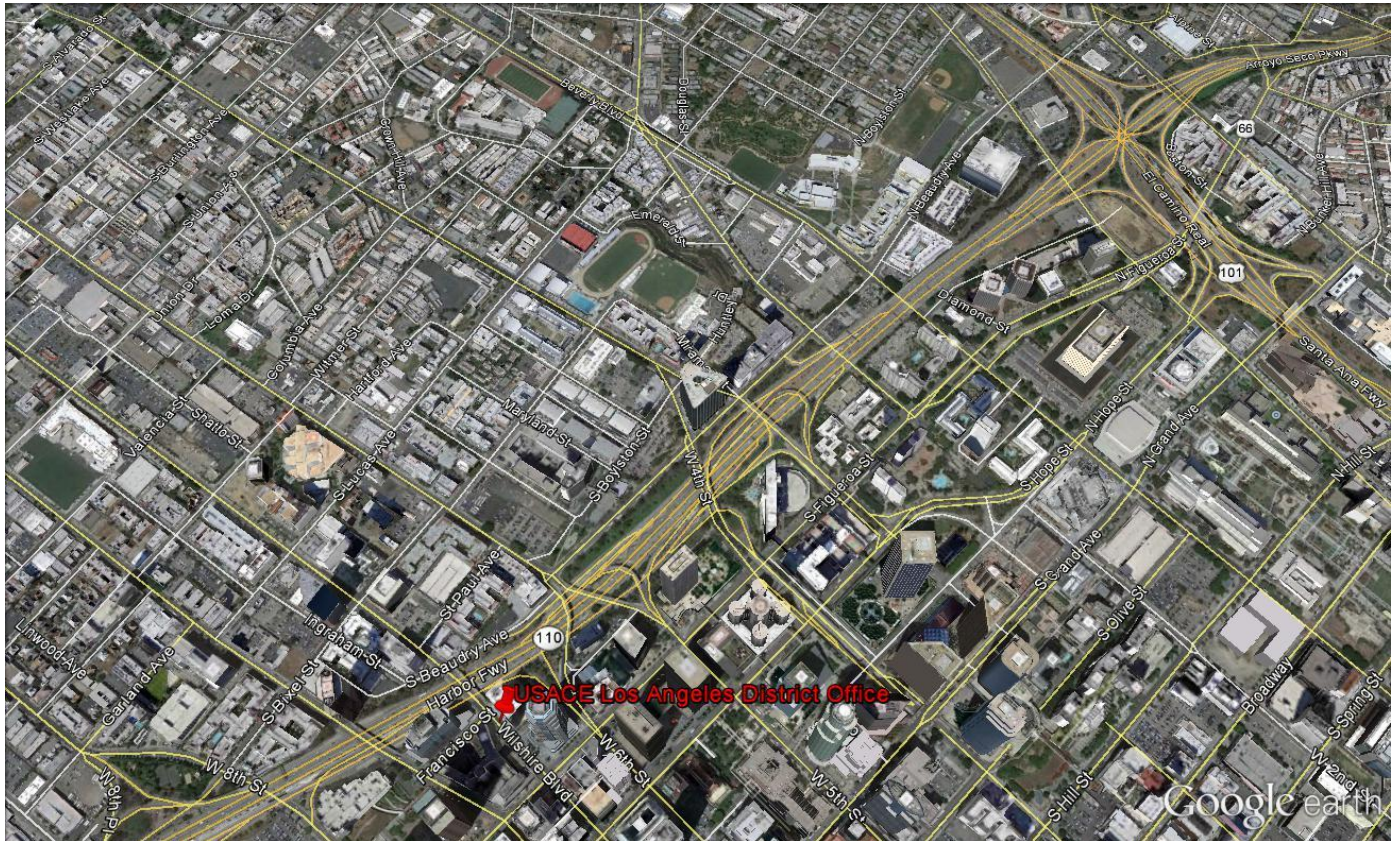
### **DESCRIPTION OF SPOILS MATERIAL AREA**

This area contains approximately five (5) acres, of which approximately 5 acres are useable for the authorized purposes, located at the northwest-central area of the Santa Fe Flood Control Basin, Los Angeles County, California, as shown on the map marked **Exhibit B**, attached hereto.

Required Environmental Commitments that must be met by the Grantee are attached as **Exhibit D**.



**MAP TO USACE LOS ANGELES DISTRICT OFFICE  
915 WILSHIRE BOULEVARD, SUITE 930  
LOS ANGELES, CALIFORNIA 90017**



**EXHIBIT A**



## SANTA FE FLOOD CONTROL BASIN

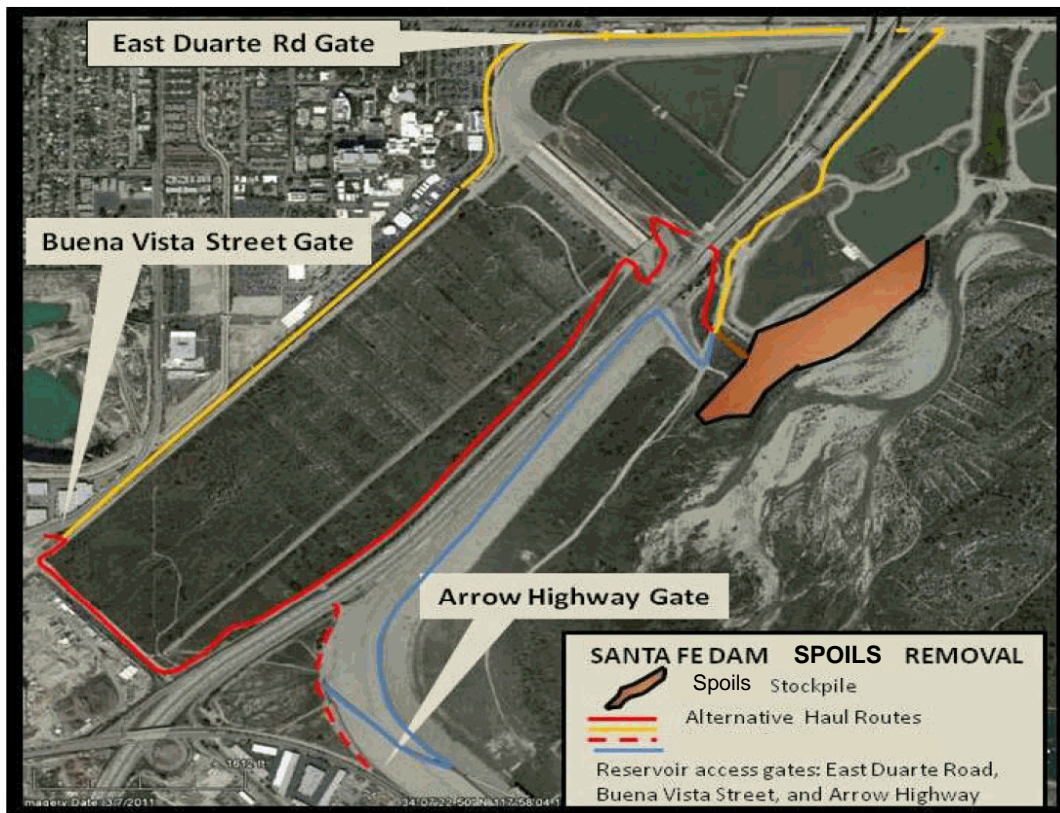


EXHIBIT B

## Proposed Haul Route



The Proposed Haul Truck Route allows haul trucks at the spoils material stockpile to upload and carry spoils material from the stockpile, to traverse the Dam top and descend the Dam via one of two existing hard-surfaced access roads, and from there to enter Arrow Highway and the local traffic system.

Among Alternative Routes shown in Exhibit B, a smaller, hard-surfaced road is shown here, which also leaves the top of the Dam and connects with Arrow Highway. The Corps is requiring this route, outlined in red, which would have fewest conflicts with recreation, and is preferred over the blue-lined downhill road shown in Exhibit B. Some remedial roadwork, acceptable to Corps Engineering Division, may be needed to connect this segment with Arrow Highway.

The Corps Contractor shall consult with local entities, as required, concerning local Traffic ordinances for purposes of planning for an appropriate number of haul truck trips per day and for any related considerations. The Contractor shall utilize flag persons and other means to minimize conflict with Bike and with spoils material removal activities. With adequate Safety coordination, the same route may also be used by haul trucks, for the entire round trip.

## EXHIBIT C

## **ENVIRONMENTAL COMMITMENTS**

This section describes the environmental commitments that would be implemented as part of the proposed action. The environmental commitments discussed below would decrease the severity of any short-term or temporary project related activities on resources. The environmental commitments described in this section should be strongly considered by the project applicant.

### **GENERAL**

All project boundaries, such as proposed staging and work areas, shall be agreed upon between the Corps and Contractor, and be physically delineated by Contractor, prior to start of operation.

### **GEOLOGY AND SOILS**

SG-1 Work would not occur during heavy rainstorms.

SG-2 Work would cease when wind speed exceeds 25 miles per hour unless all unpaved work surfaces are treated with water or prior-treated with CARB-certified soil binder.

### **WATER RESOURCES**

WR-1 A Storm Water Pollution Prevention Plan (SWPPP) would be prepared to reduce the potential for accidental release of fuels, pesticides, and other materials. A Notice of Intent (NOI) shall be sent to the California Water Resources Board in Sacramento. The SWPPP would be reviewed and approved by Corps team members, including ERB and Engineering. This plan will include the designation of refueling locations, emergency response procedures, and definitions of reporting requirements for any spill that occurs. Equipment for immediate cleanup will be kept at the staging area for immediate use.

WR-2 When a large storm event is forecast within 48 hours, work shall stop and all equipment and vehicles moved to an elevation greater than the 100-year event.

### **AIR QUALITY**

AQ-1 A Fugitive Dust Emission Control Plan would be developed, provided by the Contractor, and implemented. Measures to be incorporated into the plan would include, but not be limited to the following:

Provision of water is the responsibility of the Contractor.

Water the unpaved road access and other disturbed areas of the active sites at least two times per day, or apply CARB certified soil binders.

Install wheel washers/cleaners or wash the wheels of trucks and other heavy equipment where vehicles exit the site or unpaved access roads.

Increase the frequency of watering, or implement other additional fugitive dust mitigation measures, of all disturbed fugitive dust emission sources when wind speeds (as instantaneous wind gusts) exceed 25 miles per hour.

AQ-2 Diesel engine idle time would be restricted to no more than ten minutes duration.

AQ-3 All on-road construction vehicles working within California would meet all applicable California on-road emission standards and would be licensed in the State of California. The Air Quality analysis (Table II, p. 66) applies to 2012 all-road construction vehicles; proposed use of other-aged construction vehicles shall be reviewed by the Corps. This does not apply to construction worker personal vehicles.

AQ-4 Activities and operations on unpaved roads areas would be minimized to the extent feasible during high wind events to minimize fugitive dust.

## **EXHIBIT D**

## **NOISE**

- N-1 Work hours would be Monday through Friday for approximately 8-hr. days, from approximately 7:00 am to 4:00 pm daily, which is comprised of an eight-hour day plus 1-hour lunch break. Saturday work is an option, with similar environmental controls.
- N-2 Activities would comply with local ordinances. Any nighttime or weekend activities would be coordinated with local ordinances and would require a noise permit.
- N-3 All equipment used would be muffled and maintained in good operating condition. All internal combustion engine driven equipment would be fitted with well maintained mufflers in accordance with manufacturer's recommendations.
- N-4 If, in the opinion of the Corps site Biologist that, any work would impinge upon least Bell's vireo territories, then such work shall be performed after September 15 and prior to March 15 to avoid impacting the listed species' bird nesting season.

## **BIOLOGICAL RESOURCES**

- BR-1 The Corps would retain a qualified biologist on site to supervise ground disturbing activities and oversee all aspects of monitoring that pertain to biological resource protection. Such supervision would also occur prior to start to determine presence/absence of listed species including CA Gnatcatcher or least Bell's vireo.
- BR-2 If, in the opinion of the Corps site Biologist that, any work would impinge upon least Bell's vireo territories, then such construction work would occur outside the migratory bird nesting/breeding season between March 15 and September 15. A project biologist with authority to stop work would be present on site during breeding-season work to ensure the limits of the operation do not encroach into suitable vireo habitat or within 250 ft (76.2 m) of a nesting vireo.
- BR-3 Should the habitat adjacent to any project area be determined as 'suitable' habitat for CA Gnatcatcher, then the Corps will provide additional assurance to minimize impacts:
  - From March 15 through June 30, a minimum of six (6) surveys shall be conducted at least one week apart. The protocol for this portion of the breeding season was designed to provide 95% confidence level of detecting coastal California gnatcatchers at a site when they are present. Note that the duration of breeding season surveys (i.e., March 15 through June 30) is different because the coastal California gnatcatcher's detectability was determined within this fourteen week time period.
- BR-4 No harassing, killing, collecting, or intentionally harming any species of wildlife, fish or vertebrate would occur.
- BR-5 The Contractor will coordinate sediment removal and site weed controls, with the Corps, once sediment is permanently removed from the major project areas at this location.

## **CULTURAL RESOURCES**

- CR-1 In the event that previously unknown cultural resources are uncovered, work in the immediate area would cease until satisfaction of the requirements in 36 CFR 800.13.

**EXHIBIT D continued**

## **AESTHETICS AND RECREATION**

- AR-1 Work and staging areas would be kept orderly and free of trash and debris on a daily basis.
- AR-2 A storage area for collection and storage of recyclable and green waste materials would be kept within the work area. All trash and debris would be removed from the work area at the end of each day
- AR-3 All recreation uses would be detoured from the area for safety of workers and the public.
- AR-4 Signs would be posted prohibiting trespassing via any approved work areas.

## **TRAFFIC**

- TT-1 Public streets would be kept operational, particularly during the morning and evening peak hours of traffic.
- TT-2 There would be coordination with the local transportation departments of the applicable jurisdictions to implement standard construction traffic controls, such as the posting of notices, signage, detours, flag men, and other appropriate measures as needed. Specifically, Los Angeles County Department of Public Works would be contacted to develop: a Traffic Intersection Plan for affected intersections at Arrow Highway and other; and: a Bike Trail/Flag person plan for affected locations near Santa Fe Dam's Bike Trail.
- TT-3 Prior to startup, Contractor and Corps will meet with City of Irwindale City Engineer to discuss truck traffic and other logistics within Irwindale City limits.

## **SAFETY**

- PS-1 A Safety Plan, in accordance with applicable Corps standards, would be developed by Contractor and implemented during all phases of the proposed work to ensure safety of all personnel.
- PS-2 Construction and maintenance fluids (oils, antifreeze, fuels) would be stored in closed containers (no open buckets or pans) and disposed of promptly and properly away from the channel to prevent contamination of the site.
- PS-3 Refueling of heavy equipment machinery would be accomplished on-site at least 50 feet away from flowing water and with the use of liners; or, off of Federal land. Best Management Practices (BMPs) would be used and include such actions as having hazardous waste clean-up equipment and spill kits staged on-site, using the appropriate size and gauge drip pans and absorbent diapers. Spill kits shall be in close proximity to the fuel truck and mower in case of fuel or other fluid spills. Contractor equipment would be checked for leaks prior to operation and repaired as necessary.
- PS-4 Fluids released because of spills, equipment failure (broken hose, punctured tank) or refueling would be immediately controlled, contained, and cleaned-up per Federal and regulations. All contaminated materials would be disposed of promptly and properly to prevent contamination of the site. Someone would be present to monitor refueling activities to ensure that spillage from overfilling, nozzle removal, or other action does not occur.

## NOTICE FOR EASEMENT OFFERS - SANTA FE FLOOD CONTROL BASIN

TO: REMOVAL OF SPOILS MATERIAL  
EASEMENT OFFER  
U.S. ARMY CORPS OF ENGINEERS  
ATTN: ASSET MANAGEMENT DIVISION  
915 WILSHIRE BLVD, SUITE 930  
LOS ANGELES, CA 90017

This offer is subject to all conditions and requirements in the Notice Availability for Easement. I agree to enter into a written easement within 30 days of notice of acceptance. Enclosed is my offer deposit in the form of a check or money order made payable to the "Finance and Accounting Office, LAD" for twenty-five percent (25%) of my annual offer or more. Note, rent must be bid in whole dollars.

ANNUAL RENTAL OFFER	OFFER DEPOSIT ENCLOSED
\$	\$
\$	\$
\$	\$

**NOTE: ANY REQUIREMENTS LISTED IN THE NOTICE OF AVAILABILITY PACKAGE ARE REQUIRED IN ADDITION TO THE CASH RENT OFFER.** The annual rent is billed June 1 of each year and is due within 30 days.

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone: (\_\_\_\_) \_\_\_\_\_  
(Street, Rural Route, P.O. Box, etc.) w/ area code  
\_\_\_\_\_  
(City, State) Zip Code: \_\_\_\_\_

**NOTE: By signing this offer I agree to and understand all requirements as stated and set out in this Notice of Availability for Easement.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**BIDDER REPRESENTS:** (Check appropriate item)

An easement, if awarded, shall be drafted to the name of:

\_\_\_ An individual or individuals. Name of other individual(s) to be included on easement: \_\_\_\_\_

\_\_\_ A joint tenancy as husband and wife with right of survivorship. If joint tenancy, please print spouse's name \_\_\_\_\_

\_\_\_ A legal partnership. Name of Partnership: \_\_\_\_\_  
Name of General Partner: \_\_\_\_\_

\_\_\_ A corporation, incorporated in the state of \_\_\_\_\_

\_\_\_ Limited Liability Company



**COMPLETE THIS FORM IF YOU ARE SUBMITTING THIS OFFER AS A CORPORATE ENTITY.**

**CORPORATE CERTIFICATE**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
(Name) (Secretary or Attesting Officer)

of the \_\_\_\_\_, named as grantee/lessee/licensee herein;  
(Corporation Name)

that \_\_\_\_\_, who signed this Agreement on behalf  
(Officer Name)

of said \_\_\_\_\_, was then \_\_\_\_\_  
(Corporation Name) (Officer Title)

of the Corporation; and that said Agreement was duly signed for and on behalf of

the \_\_\_\_\_ by authority of its governing body and is within the  
(Corporation Name)

scope of its corporate powers.

Signed, \_\_\_\_\_  
Secretary or Attesting Officer (AFFIX CORPORATE SEAL)

**This form certifies that the person signing the attached instrument has the authority to do so. The signature of the Secretary/Attesting Officer and the Individual signing the attached instrument cannot be the same.**

## CERTIFICATE OF AUTHORITY

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
(Name) (Secretary or Attesting Officer)

of the \_\_\_\_\_, named as Grantee/Lessee/Licensee herein;  
(Agency Name)

that \_\_\_\_\_, who signed this Agreement on behalf of said  
(Officer Name)

\_\_\_\_\_, was then \_\_\_\_\_  
(Agency Name) (Officer Title)

Of the Agency; and that said Agreement was duly signed for and on behalf of the

\_\_\_\_\_ by authority of its governing body and is within scope of its  
(Agency Name)

statutory powers.

Signed, \_\_\_\_\_ Date \_\_\_\_\_

**This form certifies that the person signing the attached instrument has the authority to do so. The signature of the Secretary/Attesting Officer and the Individual signing the attached instrument cannot be the same.**

**COMPLETE THIS FORM ONLY IF YOU ARE SUBMITTING YOUR OFFER AS A PARTNERSHIP.**

**PARTNERSHIP CERTIFICATE**

I, \_\_\_\_\_, certify that I am the General Partner  
**(Name of Partner - 1)**

in the Partnership named as Grantee in the attached outgrant, I certify further that

\_\_\_\_\_, who signed said outgrant on behalf of the  
**(Name of Partner - 2)**

Partnership, is also a General Partner and has the authority to bind the Partnership by  
virtue of the powers vested in him/her in the Partnership agreement.

\_\_\_\_\_  
**PARTNER'S NAME**

**(The Partner that signed attached instrument cannot sign Certificate)**

**This form certifies that the person signing the attached instrument has the authority to do so.  
The signature of the Partner signing this form and the Partner signing the attached instrument  
cannot be the same.**

**REQUEST FOR GRANTEE**  
**SOCIAL SECURITY NUMBER AND/OR TAXPAYER IDENTIFICATION NUMBER**

**Nature of Outgrant:** \_\_\_\_\_  
*(EASEMENT, LEASE, LICENSE, PERMIT, RIGHT OF WAY, ETC.)*

**Number of Outgrant:** \_\_\_\_\_  
DACW56-9-12-0102

**Name of Grantee:** \_\_\_\_\_  
*(PRINT NAME)*

**Address of Grantee:** \_\_\_\_\_  
\_\_\_\_\_

**Grantee's Social Security Number:** \_\_\_\_\_

**Grantee's Taxpayer Identification Number:** \_\_\_\_\_

\_\_\_\_\_  
*SIGNATURE* *DATE*

**PRIVACY ACT STATEMENT**

**Purpose of Form:** This information is mandatory under the Debt Collection Improvement Act of 1996, Public Law 104-134, April 26, 1996, 110 Stat 1321-358. The head of each Federal Agency must require each person doing business with that agency to furnish to that agency such person's taxpayer identification number. The agency intent is to use such number for purposes of collecting and reporting on any delinquent amounts arising out of such person's relationship with the Government. OMB Circular A-129, App. A, part V, and DOD Financial Regulation 7000.14-R, Vol. 4, chapter 3, states that any close-out of accounts receivable procedures will include reporting the close-out amount on IRS Form 1099-C. IRS Form 1099-C is an income form which requires a taxpayer identification number and means that the agency will report the uncollectible debt to IRS as income to the person who failed to pay the uncollectible debt owed to the agency under the outgrant. The 1099-C reports the uncollectible debt as income to the debtor, which may be taxable at the debtor's current tax rate. Failure to provide this information may result in your outgrant request being denied.

**U.S. Army Corps of Engineers, Los Angeles District**

**DEPARTMENT OF THE ARMY  
EASEMENT FOR THE REMOVAL OF SPOIL MATERIAL  
LOCATED ON  
SANTA FE FLOOD CONTROL BASIN  
LOS ANGELES COUNTY, CALIFORNIA**

**THE SECRETARY OF THE ARMY** under and by virtue of the authority vested in the Secretary by Title 10 United States Code, Section 2668, having found that the granting of this easement will be in the public interest and will not substantially injure the interests of the United States (Government), hereby grants to, (Grantee Name), hereinafter referred to as the Grantee, an easement for use of 5 acres, more or less of Government land for the removal of spoils material, hereinafter referred to as Spoils, located within the Santa Fe Flood Control Basin, Los Angeles County, California over, across, in and upon lands of the United States as identified in Exhibit(s) A- legal description and B-Map, hereinafter referred to as the Premises, and which are attached hereto and made a part hereof.

**THIS EASEMENT** is granted subject to the following conditions.

**1. TERM**

This easement is hereby granted for a term of five (5) years beginning **June 9, 2014**, and ending **June 8, 2019**.

**2. CONSIDERATION**

The consideration for this easement shall be the installation, construction, operation and maintenance of this Park and Ride for the benefit of the United States and the general public in accordance with the terms herein set forth.

**3. NOTICES**

All correspondence and notices to be given pursuant to this easement shall be addressed, if to the Grantee: if to the United States, to the District Engineer, Attention: Chief, Asset Management Division, 915 Wilshire Blvd. Suite 930, Los Angeles, California 90017, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, and deposited postage prepaid in a post office regularly maintained by the United States Postal Service.

**4. AUTHORIZED REPRESENTATIVES**

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", "Installation Commander", or "said officer" shall include their duly authorized

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representatives. Any reference to "Grantee" shall include assignees, transferees and their duly authorized representatives.

**5. SUPERVISION BY THE DISTRICT ENGINEER**

The construction, operation, maintenance, repair or replacement of said Facilities, including culverts and other drainage Facilities, shall be performed at no cost or expense to the United States and subject to the approval of the District Engineer, Los Angeles District, hereinafter referred to as said officer. Upon the completion of any of the above activities, the Grantee shall immediately restore the premises to the satisfaction of said officer. The use and occupation of the premises for the purposes herein granted shall be subject to such rules and regulations as said officer prescribes in writing from time to time.

**6. APPLICABLE LAWS AND REGULATIONS**

The Grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

**7. CONDITION OF PREMISES**

The Grantee acknowledges that it has inspected the premises, knows the condition, and understands that the same is granted without any representation or warranties whatsoever and without any obligation on the part of the United States.

**8. INSPECTION AND REPAIRS**

The Grantee shall inspect the Facilities at reasonable intervals and immediately repair any defects found by such inspection or when required by said officer to repair any such defects.

**9. PROTECTION OF GOVERNMENT PROPERTY**

The Grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the Grantee under this easement and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefore by the Grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

**10. RIGHT TO ENTER**

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to remove timber or other material, except property



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of the Grantee, to flood the premises and/or to make any other use of the lands as may be necessary in connection with government purposes, and the Grantee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

**11. TRANSFERS AND ASSIGNMENTS**

Without prior written approval by said District Engineer, the Grantee shall neither transfer nor assign this easement or any part thereof nor grant any interest, privilege or license whatsoever in connection with this easement. The provisions and conditions of this easement shall extend to and be binding upon and shall inure to the benefit of the representatives, successors and assigns of the Grantee.

**12. INDEMNITY**

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property or injuries to the person of the Grantee's officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the Grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

**13. SUBJECT TO EASEMENTS**

This easement is subject to all other existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the Grantee, and easements will not be granted which will, in the opinion of said officer, interfere with the use of the premises by the Grantee.

**14. FACILITIES RESERVED**

**15. RELOCATION OF FACILITIES**

In the event all or any portion of the premises occupied by the said Facilities shall be needed by the United States, or in the event the existence of said Facilities is determined to be detrimental to governmental activities, the Grantee shall from time to time, upon notice to do so, and as often as so notified, remove said Facilities to such other location on the premises as may be designated by said officer. In the event said Facilities shall not be removed or relocated within ninety (90) days after such notice, the United States may cause such relocation at the sole expense of the Grantee.

## **16. TERMINATION**

This easement may be terminated by the Secretary upon 30 days written notice to the Grantee if the Secretary shall determine that the right-of-way hereby granted interferes with the use or disposal of said land by the United States, or it may be revoked by the Secretary for failure of the Grantee to comply with any or all of the conditions of this easement, or for non-use for a period of two (2) years, or for abandonment.

## **17. SOIL AND WATER CONSERVATION**

The Grantee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said premises at the beginning of or that may be constructed by the Grantee during the term of this easement, and the Grantee shall take appropriate measures to prevent or control soil erosion within the right-of-way herein granted. Any soil erosion occurring outside the premises resulting from the activities of the Grantee shall be corrected by the Grantee as directed by said officer.

## **18. ENVIRONMENTAL PROTECTION**

a. Within the limits of their respective legal powers, the parties hereto shall protect the Premises against pollution of its air, ground, and water. The Grantee shall promptly comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is strictly prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency or any Federal, state, interstate or local governmental agency are hereby made a condition of this easement. The Grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The use of any pesticides or herbicides within the premises shall be in conformance with all applicable Federal, state and local laws and regulations. The Grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

c. The Grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the Grantee's activities, the Grantee shall be liable to restore the damaged resources.

## **19. HISTORIC PRESERVATION**

The Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the Grantee shall

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immediately notify said officer and protect the site and material from further disturbance until said officer gives clearance to proceed.

**20. NON-DISCRIMINATION**

The Grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin, or religion in the conduct of operations on the premises.

**21. RESTORATION**

On or before the expiration or termination of this easement, the Grantee shall, without expense to the United States, and within such time as said officer may indicate, remove said Facilities and restore the Premises to the satisfaction of said officer. In the event the Grantee shall fail to remove said Facilities and restore the premises, the United States shall have the option to take over said Facilities without compensation, or to remove said Facilities and perform the restoration at the expense of the Grantee, and the Grantee shall have no claim for damages against the United States or its officers or agents for such action.

**22. DISCLAIMER**

This instrument is effective only insofar as the rights of the United States in the property are concerned, and the Grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. Section 403), Section 404 of the Clean Water Act (33 U.S.C. Section 1344) or any other permit or license which may be required by Federal, state or local statute in connection with use of the premises.

**THIS EASEMENT** is not subject to Title 10, United States Code, Section 2662, as amended.

**IN WITNESS WHEREOF**, I have hereunto set my hand by authority of the Secretary of the \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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**CONTRACTING OFFICER  
ASSET MANAGEMENT DIVISION**

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**THIS EASEMENT** is also executed by the Grantee this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**PRINTED NAME**

\_\_\_\_\_  
**TITLE**

\_\_\_\_\_  
**PHONE NUMBER**