

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

NOTICE OF AVAILABILITY
APPLICATION INFORMATION PACKAGE
FOR
SEDIMENT MATERIAL REMOVAL

SANTE FE FLOOD CONTROL BASIN
LOS ANGELES COUNTY
IRWINDALE, CALIFORNIA

OCTOBER 23, 2019 - NOVEMBER 8, 2019

INSTRUCTIONS TO RESPONDENTS

I. INTRODUCTION

A. General. The **Los Angeles District of the U.S. Army Corps of Engineers (Corps)** is accepting proposals for sediment removal, on a competitive basis, at Santa Fe Flood Risk Management Basin. The terms and conditions of this Notice Of Availability (NOA), and of the attached license form, are designed to attain this objective for the removal herein offered by a license on a basis which will be fair and equitable to the Grantee and to the general public throughout the term of the proposed license. All references to the Grantee refer generally to the respondent that is issued the subject license referred to herein.

II. SITE & FACILITY INFORMATION

A. Location. Santa Fe Flood Risk Management Basin, Irwindale, California described as approximately 250,000 cubic yards of sediment within a 3.5 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 3.5 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 license requirements through November 8, 2019. To obtain one copy by mail, free of charge, please contact Mr. Walter Davis, 213-452-3160. 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 sediment material or project site, please contact Mr. Walter Davis, Real Estate Division: 213-452-3160 or Walter.Davis@usace.army.mil. All requests for information or clarification regarding either the application or the sediment material site must be submitted **in writing** by mail or electronic mail and received no later than 4:00 p.m. PST, November 8, 2019.

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: dacw093193170

**NOTICE OF AVAILABILITY FOR LICENSE NO. DACW09-3-19-3170
GOVERNMENT OWNED REAL PROPERTY
FOR REMOVAL OF SEDIMENT 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 SEDIMENT MATERIAL
LICENSE 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 Risk Management Basin, Irwindale, California described as approximately 250,000 cubic yards of sediment within a 3.5 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.

OFFERS DEADLINE: 1200 noon Friday, November 8, 2019

TIME OF OPENING: 1:00 p.m. Wednesday, October 23, 2019

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

POINT OF CONTACT

Mr. Walter Davis, Real Estate Division: 213-452-3160 or Walter.Davis@usace.army.mil

AUTHORITY: The authority for granting this license pursuant to the Department of the Army's general administrative powers. The successful respondent will be required to execute a license agreement with the United States. A sample of the license required by the Government is attached. The license 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 license.

TERM: The term of the license will be for one (1) year, beginning **December 1, 2019**, and ending **November 30, 2020** and is revocable at will by the Secretary of the Army. The term of the license may be extended for additional one (1) year terms, but not exceed a total period of five (5) years, at the discretion of the Real Estate Contracting Officer, Real Estate Division, U.S. Army Corps of Engineers.

LICENSE GENERAL TERMS AND CONDITIONS OF THIS NOTICE:

- a. Detailed maps of the License areas may be obtained from the U.S. Army Corps of Engineers, Real Estate Division, Civil Works Branch during normal business hours by submitting a request in accordance with Section III of this Notice.
- 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 non-performance of the provisions and conditions of the license or claim by the grantee.
- 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 license area.

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. Grantee must be prepared to move their personal property to privately-owned higher ground during large storm events. While the Corps will make every effort to notify the Grantee, it shall be Grantee's sole responsibility to evacuate and secure their personal property. Grantee shall have no claim against the United States for damages of any character on account thereof.

- d. The Grantee shall be subject to the following conditions:
 - i. Grantee shall submit an Emergency Action Plan prior to the initiation of work, which shall include a point of contact that may be notified in the event of a large storm or other natural or manmade emergency circumstance.
 - ii. Processing of material is permitted onsite, but all material must be removed prior to the end of the license term.
 - iii. Grantee must utilize designated haul routes as depicted in Exhibit A. No deviations or requests to alter the haul route will be entertained.
 - iv. No storage of hazardous material is permitted onsite.
 - v. At the conclusion of the License period and any subsequent renewal, Grantee shall ensure that grading provides for drainage to the south (in the direction of the main dam embankment), which shall be subject to approval and acceptance by the District Commander, or his/her designee.
 - vi. Grantee must comply with all conditions stated in Exhibit D, Environmental Commitments.
 - vii. The Corps reserves the right to enter upon the subject property at any time and for any such purpose.
 - viii. Grantee shall be solely responsible at all times for securing personal property that may be directly or indirectly used, located or associated with the land in question.
- e. The subject license is offered without cost to the Grantee.

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. 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 provided in Exhibit E 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 license offer being rejected as incomplete.**
- 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. 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 License. Offers will be securely kept, unopened. No responsibility will attach for the premature opening of an offer not properly addressed and identified.

5. **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.

6. **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.

7. **GRANT OF LICENSE.** A License will be granted to the responder who provides a complete package and is responsive to this Notice of Availability for License, provided that the responder is responsible, the responder is reasonable, and it is in the interest of the United States to accept it.

8. **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 License, and other information the Government considers desirable. Failure to submit this information in 30 days or such other reasonable time as the Real Estate Contracting Officer specifies may be the basis for rejecting the offer.

b. A License will be awarded to the responder who provides a complete package and is deemed capable, responsible and reliable 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.

9. **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.

10. **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.

11. **DEFAULT.** In the event that the successful responder fails to enter into a license within thirty (30) days after receipt of Government notification that his/her offer has been accepted and receipt of a draft license 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.

12. **ADDITIONAL INFORMATION.** Any additional information may be obtained from the Real Estate Division, Civil Work Branch.

DESCRIPTION OF SPOILS MATERIAL AREA

This area contains approximately three and half (3.5) acres, of which approximately 3.5 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**.

SANTA FE FLOOD RISK MANAGEMENT BASIN

FOUO

Figure 1: Alternative 1

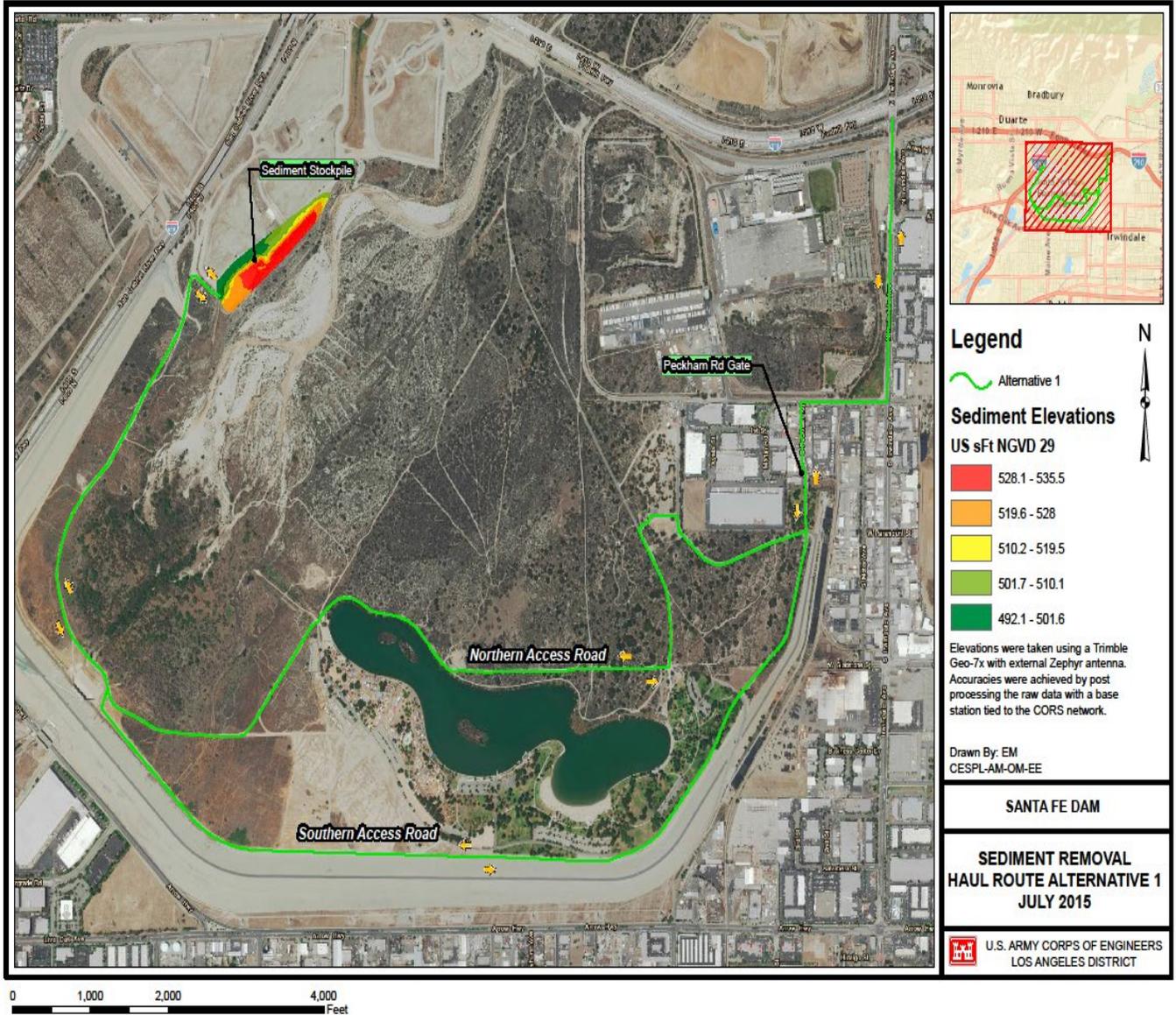
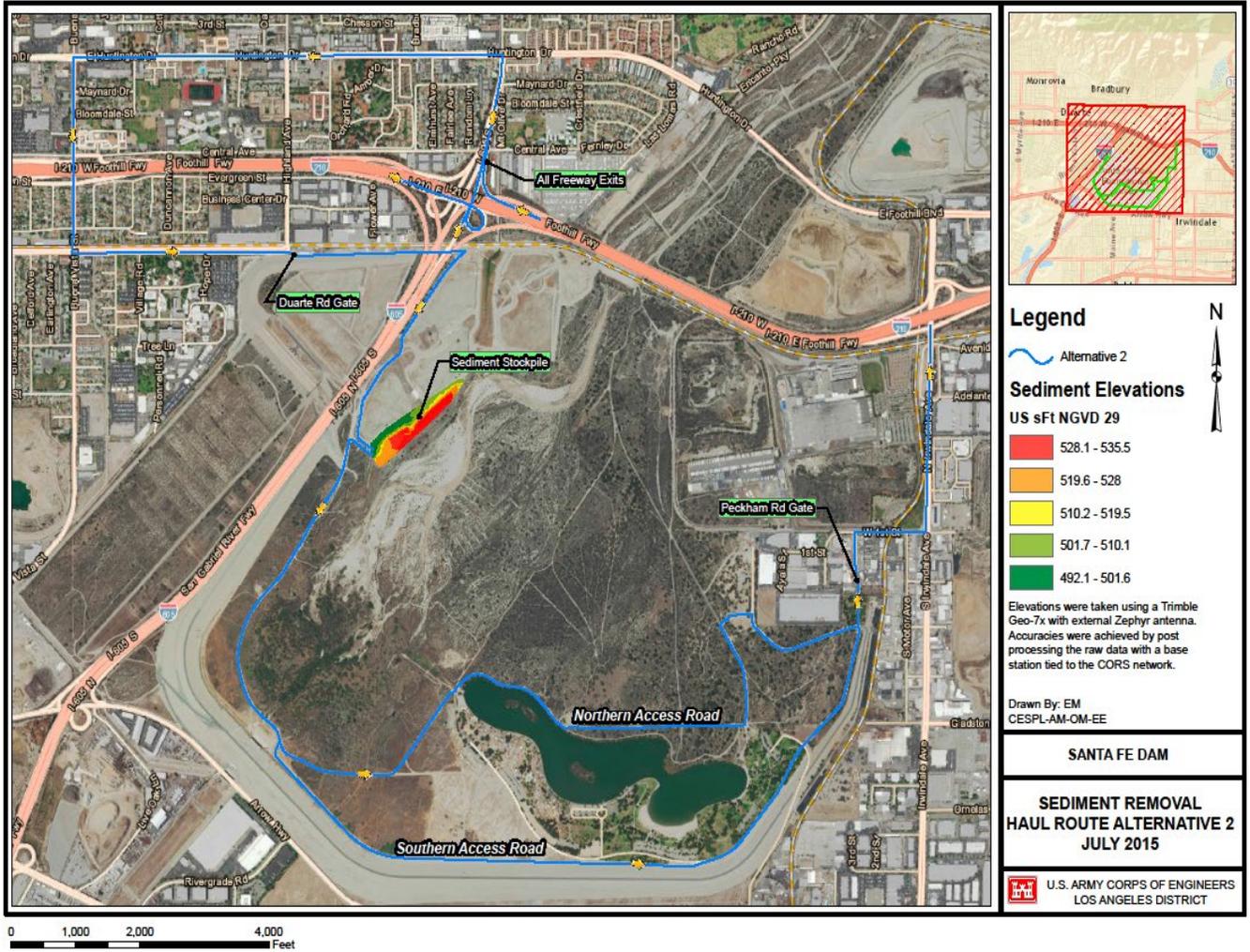


EXHIBIT B

Alternative 2

FOUO

Figure 2: Alternative 2



Storm Weather Ingress and Egress Route

FOUO

Figure 3: Storm Weather Ingress Route

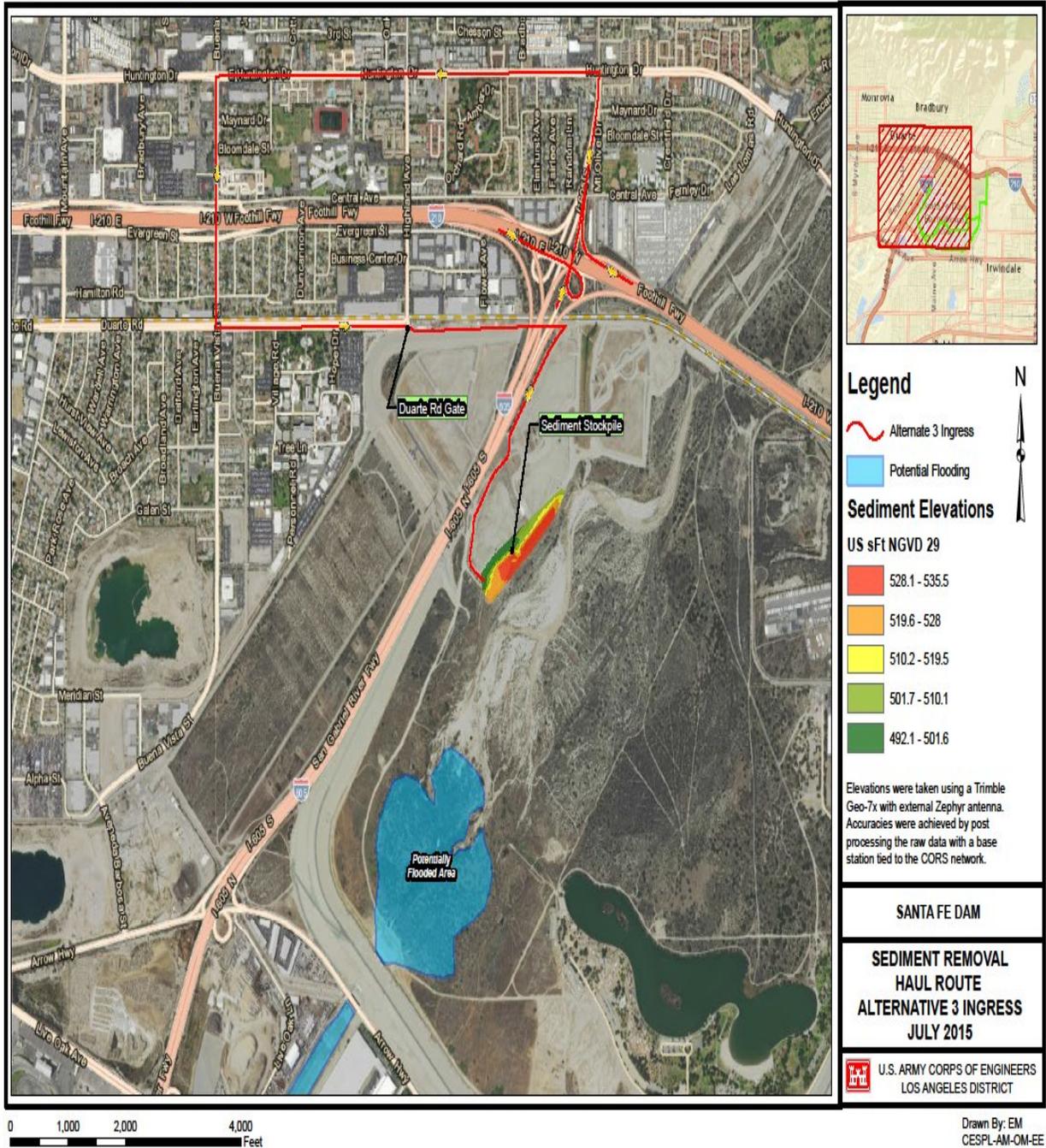
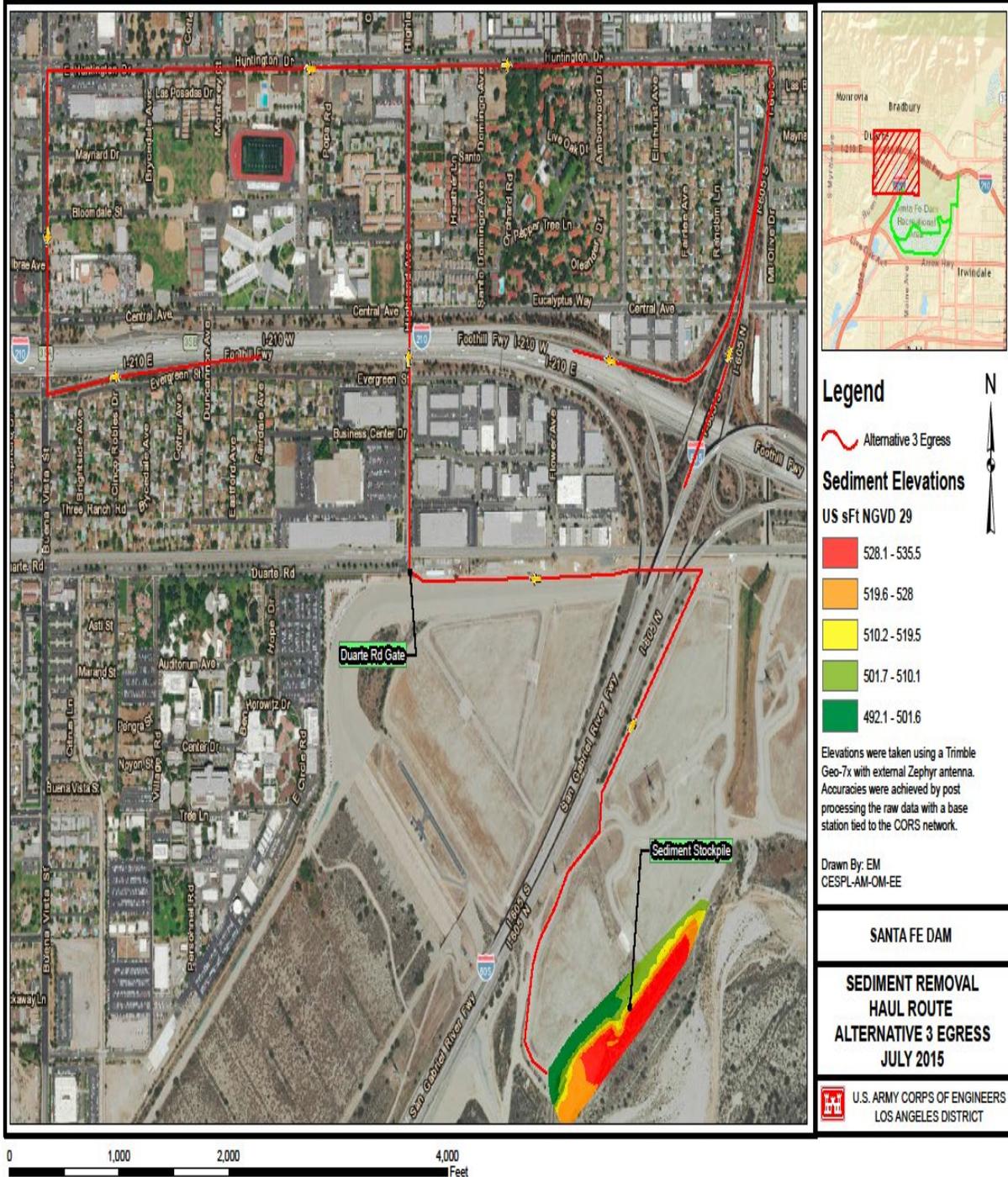


EXHIBIT C

Figure 4: Storm Weather Egress 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 Grantee 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 are required conditions of use.

GENERAL

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

GEOLOGY AND SOILS

SG-1 All operations would cease temporarily during rainy conditions when unpaved roads are wet and muddy. Operations would resume once roads are sufficiently dry and compacted to support haul trucks.

WATER RESOURCES

WR-1 A Storm Water Pollution Prevention Plan (SWPPP) would be prepared to reduce the potential for accidental release of fuels, lubricants, and other materials. This plan will include the designation of refueling locations, emergency response procedures, and reporting requirements for any spill that occurs. Equipment for spill cleanup will be kept at the staging area for immediate use.

WR-2 Rumble strips would be placed at ingress and egress locations or at locations where the haul routes transition from unpaved to paved roads.

WR-3 Utilize trucks with haul covers.

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:

- 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.

AQ-4 Activities and operations on unpaved roads areas would be minimized to the extent feasible during high wind events (winds over 25 mph) to minimize fugitive dust.

AQ-5 Water unpaved road access roads and other disturbed areas near the spoil material stockpile at least two times per day during periods of dry weather, or apply CARB certified soil binders per manufacturer's recommendations.

AQ-6 Ensure compliance with SCAQMD Rule 1157.

AQ-7 Secure permits from SCAQMD appropriate prior to initiating processing operations.

NOISE

N-1 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.

BIOLOGICAL RESOURCES

BR-1 A biologist would be on site as needed to monitor hauling activities at the outset of nesting season.

BR-2 Aggregate processing and hauling activities would only occur between 6 a.m. to 6 p.m.

BR-3 Unpaved areas would be watered as needed (or other measures implemented) to control dust on a continual basis.

BR-4 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 impacts to nesting birds are minimized to the extent practicable.

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.

CR-2 All material would be sorted using a screen or similar mechanism.

CR-3 The material will not be excavated below the design elevation to ensure only previously disturbed material is excavated.

CR-4 The contractor would be required to make reasonable accommodations to allow tribal or other cultural monitors to visit the site.

AESTHETICS AND RECREATION

AR-1 Work and staging areas would be kept orderly and free of trash and debris.

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 Signs would be posted prohibiting trespassing via any approved work areas.

TRAFFIC AND TRANSPORTATION

TT-1 Only the haul route(s) designated by the Corps shall be used by the contractor.

PUBLIC HEALTH AND SAFETY

PS-1 Prepare and implement a traffic-pedestrian safety management plan for areas where haul trucks are expected to share the roadway with bicyclists, joggers, and other recreational users within the Santa Fe Dam basin as well as immediately adjacent areas. Incorporate the use of flaggers and signage as part of the plan.

EXHIBIT E

**RESPONSE TO NOTICE FOR LICENSE OFFERS - SANTA FE FLOOD RISK
MANAGEMENT BASIN**

**TO: REMOVAL OF SPOILS MATERIAL
EASEMENT OFFER
U.S. ARMY CORPS OF ENGINEERS
ATTN: REAL ESTATE 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 license agreement within 30 days of notice of acceptance.

Full Name: _____

Address: _____ **Telephone:** (____) _____
(Street, Rural Route, P.O. Box, etc.) w/ area code

_____ **Zip Code:** _____
(City, State)

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

Signature: _____ **Date:** _____

BIDDER REPRESENTS: (Check appropriate item)

A License, 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, _____ (AFFIX CORPORATE SEAL)
Secretary or Attesting Officer

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: Notice of Availability For License
(EASEMENT, LEASE, LICENSE, PERMIT, RIGHT OF WAY, ETC.)

Number of Outgrant: DACW09-3-19-3170

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 LICENSE
SANTA FE DAM FLOOD CONTROL BASIN
LOS ANGELES COUNTY, CALIFORNIA**

THE SECRETARY OF THE ARMY, hereinafter referred to as the Secretary, under authority of its general administrative powers, hereby grants to **XXXXXX**, hereinafter referred to as the Grantee, a License for **access to two areas within Santa Fe Flood Control Basin for the removal of sediment**, over, across, in and upon lands of the United States as identified in **Exhibit B**, attached hereto and made a part hereof, hereinafter referred to as the Premises.

THIS LICENSE is granted subject to the following conditions.

1. TERM

This license is granted for a term of **one (1) year**, beginning **December 1, 2019**, and ending **November 30, 2020**, but revocable at will by the Secretary.

2. CONSIDERATION

The consideration for this license shall be the operation and maintenance of these facilities for the benefit of the United States and the general public in accordance with the terms herein set forth.

3. NOTICES

All notices and correspondence to be given pursuant to this License shall be addressed, if to the Grantee, to **XXXXXXXXXX XXXXX**; and if to the United States, to the **District Engineer, Attention: Chief, Real Estate Division, U.S. Army Engineers, 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 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 representatives. Any reference to "Grantee" shall include any duly authorized representatives.

5. SUPERVISION BY THE DISTRICT COMMANDER

The use and occupation of the Premises shall be subject to the general supervision and approval of the District Commander, Los Angeles District, Los Angeles, California hereinafter referred to as said officer, and to such rules and regulations as may be prescribed from time to time by said officer.

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. CONDITIONAL USE BY GRANTEE

The exercise of the privileges herein granted shall be:

- a. without cost or expense to the United States;
- b. subject to the right of the United States to improve, use or maintain the Premises.
- c. subject to other outgrants of the United States on the Premises.

d. personal to the Grantee, and this License, or any interest therein, may not be transferred or assigned.

8. CONDITION OF PREMISES

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

9. COST OF UTILITIES

The Grantee shall pay the cost, as determined by the officer having immediate supervision over the premises, of producing and/or supplying any utilities and other services furnished by the Government or through Government-owned facilities for the use of the grantee, including the grantee's proportionate share of the cost of operation and maintenance of the Government-owned facilities by which such utilities or service are produced or supplied. The Government shall be under no obligation to furnish utilities or services. Payment shall be made in the manner prescribed by the officer having such jurisdiction.

10. PROTECTION OF PROPERTY

The Grantee shall keep the Premises in good order and in a clean, safe condition by and at the expense of the Grantee. The Grantee shall be responsible for any damage that may be caused to property of the United States by the activities of the Grantee under this License, 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.

11. 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 of the Grantee, 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.

12. RESTORATION

On or before the expiration of this License or its termination by the Grantee, the Grantee shall vacate the premises, remove the property of the Grantee, and restore the premises to a condition satisfactory to said officer. If, however, this License is revoked, the Grantee shall vacate the premises, remove said

property and restore the premises to the aforesaid condition within such time as the District Engineer may designate. In either event, if the Grantee shall fail or neglect to remove said property and restore the premises, then, at the option of said officer, the property shall either become the property of the United States without compensation therefore, or said officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The Grantee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this License in restoring the premises.

13. NON-DISCRIMINATION

The Grantee shall not discriminate against any person or persons or exclude them from participation in the Grantee's operations, programs or activities because of race, color, religion, sex, age, handicap or national origin in the conduct of operations on the Premises. The Grantee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

14. TERMINATION

This License may be terminated by the Grantee at any time by giving the District Commander at least ten (10) days notice in writing provided that no refund by the United States of any consideration previously paid shall be made and provided further, that in the event that said notice is not given at least ten (10) days prior to the rental due date, the Grantee shall be required to pay the consideration for the period shown in the Condition on CONSIDERATION.

15. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this License shall protect the Premises against pollution of its air, ground and water. The Grantee shall 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 specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this License. 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 Grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the Grantee's activities, the Grantee shall be liable to restore the damaged resources.

c. The Grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the Premises.

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

17. DISCLAIMER

This license is effective only insofar as the rights of the United States in the Premises are concerned; and the Grantee shall obtain any permit or License which may be require by Federal, state, or local statute in connection with the use of the Premises. It is understood that the granting of this License does not preclude the necessity of obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 USC 403), and Section 404 of the Clean Waters Act (33 USC 1344).

18. OPERATIONS ON THE PREMISES

- a. Any hazard or unsafe condition, which could cause personal injury, and any injury accident or property loss, shall be immediately reported to grantor.
- b. Hours of operation are Monday through Friday from 6 am to 6 pm.
- c. Compliance with all environmental commitments as presented in Exhibit D.

THIS LICENSE 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 Army, this _____ day of _____, 2019.

**CONTRACTING OFFICER
REAL ESTATE DIVISION**

THIS LICENSE is also executed by the Grantee this _____ day of _____, 2019.

XXXXXXXXXXXXXXXXXX:

XXX NAME XXX

TITLE

PHONE NUMBER