



**DEPARTMENT OF THE AIR FORCE
SENTINEL SYSTEMS PROGRAM OFFICE (AFNWC)
HILL AIR FORCE BASE UTAH**

SENTINEL LANDOWNER INFORMATION LETTER

1. **Introduction:** This letter is intended to provide affected landowners with additional information related to the construction, impact on the land, and construction contract provisions the Government will include in all construction contracts for the Sentinel Program. Landowners are encouraged to share the information contained in this letter with any tenants that may be affected by construction activities.

2. **Construction Overview:** Sentinel is a Department of the Air Force (DAF) program to replace our Nation's aging ground-based nuclear intercontinental ballistic missile (ICBM) system. Building the Sentinel weapon system will require in-field construction and other work to be completed across five states, including Colorado, Montana, Nebraska, North Dakota, and Wyoming, both on public and private lands. This work includes the installation of fiber communication cables using standard industry construction methods, including Horizontal Directional Drilling (HDD) where feasible. The DAF has requested the U.S. Army Corps of Engineers (USACE) serve as the design and construction agent, responsible for issuing and overseeing the construction contract(s) for installation of fiber communication cable(s) at F.E. Warren Air Force Base (FEW AFB). The cables will be placed within existing permanent easements owned by the Government, containing the Hardened Intersite Cable System (the "HICS Easement"), at a minimum, below the frost line and out of the way of most agricultural activities, in accordance with Department of Defense standards. In order to install the new Sentinel fiber communication cables, the Government is currently acquiring 100' temporary construction easements (50' on either side of the center of the existing HICS Easements) to accommodate the construction materials and equipment necessary to complete the work. The Government will complete the Sentinel construction with the support of third-party Contractors. The Government will have a Procuring Contracting Officer (PCO), Administrative Contracting Officer (ACO), Contracting Officer's Representative (COR), or a Quality Assurance Representative (QAR) in the field to ensure the Contractors comply with contract requirements. The Government representative in the field overseeing the contractor's performance (PCO/ACO/COR/QAR) will be the point of contact (POC) for the landowners.
 - a. **Government Use of Property:** The Government will require the Contractor to preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site if construction can reasonably be completed with them in place. To the extent trees, fences, gates, or other improvements are located within the temporary construction easement, the Government will compensate the landowner(s) in an amount equal to their fair market value. However, the Government will require the Contractor limit the footprint of project activities to the minimum necessary to safely construct and implement the project while minimizing the extent of improvements or vegetation that is required to be cleared.
 - b. **Access Roads:** In the event the Government needs to acquire a temporary right-of-way to access the temporary construction easement, the landowner(s) will be paid the fair market

value of the required access road. Compensation for access roads will be in addition to the payment of fair market value associated with the temporary construction easement. The Government will require the Contractor to construct and maintain such access roads with a width sufficient to accommodate construction needs and existing landowner(s) use, and appropriate drainage, to minimize the amount of channeling or ditches needed. The Government will also require the Contractor to maintain all access road drainage structures used during operation of the project (i.e., roads that other entities would not have access to), regardless of the land ownership or land management agency of the affected area. The Government will direct the Contractor to remove access road(s) and perform reclamation activities at the request of the landowner(s).

c. **Landowner(s) Continued Use of the Property:** In the event the Government proposes to acquire a temporary construction easement for an extended period of time (i.e., longer than one year), it is not anticipated that actual construction on the landowner(s) property will require use of the temporary easement area for more than a few days/week(s). The extended duration of the easement is intended to (a) provide the Government with time to finalize a construction design that minimizes the impact on the land; (b) provide the Government and Contractor with adequate time to complete construction throughout the missile field across multiple construction seasons; and (c) enable the Government to ensure the work in the Grading/Contouring and Seeding sections of this letter are performed. The landowner(s) may continue to use their surrounding land(s) and the temporary construction easement area(s), including access roads, for farming, ranching, ingress/egress, and any other activities as though the easement had not been granted, for so long as such continued use does not interfere with construction activities.

d. **Farming and Ranching Activities:** The Government acknowledges that farming and ranching activities are reasonably expected to continue around the temporary construction easement area. The Government will require the Contractor to minimize the impact of construction on farming and ranching activities. The Government will require the Contractor to take perimeter protection measures to prevent personnel, vehicles, livestock, and materials from entering excavation or worksite areas, to include the installation of temporary fencing, barricades, or other appropriate protective systems. The Government will ensure a reasonable means of access to, from, and across the temporary construction easement area is available for use by the Government, Contractor(s), and landowner(s) during the period of construction activities.

e. **Liability Protection:** The Government will require the Contractor to furnish bond security and provide and maintain insurance for liabilities to third persons (and expenses incidental to such liabilities), including, without limitation, workers' compensation, employer's liability, comprehensive general liability (bodily injury), comprehensive automobile liability (bodily injury and property damage), and all damages to persons or property that occur as a result of the Contractor's fault, negligence, construction activities, occupation, or presence on the land. The Government will require that all insurance be appropriate both in form and amount to protect landowners against these liabilities to third persons arising from performance of the construction effort. The Government will require the Contractor to assume all risks, both known and unknown, that may result from the landowner(s) continuing farming and ranching activities, including, without limitation, the

presence of livestock and application of pesticides. The Government will require the Contractor waive liability of landowner(s) for farming and ranching activities and acknowledge that landowner(s) are intended third-party beneficiaries. The waiver shall not include damages resulting from the gross negligence or willful misconduct of the landowner(s), or the landowner(s) intentional interference with the Government's or Contractor's use of the temporary construction easement.

f. **Safety Measures:** The Government will require the Contractor to maintain work environments and procedures which will safeguard its workers, the landowner(s), and the public, to include preparing an Accident Prevention Plan/Site Safety and Health Plan (APP/SSHP), identifying necessary personal protective equipment (PPE), and conducting a preconstruction safety conference. The Government will ensure that the construction site(s) will have a Site Safety and Health Officer (SSHO) who will conduct daily safety and health inspections and, among other things, identify hazards and potential hazards, together with recommended corrective actions to safeguard workers, the landowner(s), livestock, and the public.

g. **Repairs:** The Government will require the Contractor to repair damage to existing improvements and utilities that the Contractor causes (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Government will require the Contractor to promptly repair any damage to those facilities, including those that are the property of a third party.

h. **Irrigation Lines:** The Government will require the Contractor to identify and mark existing utility locations within the area of work. The Contractor will be required to scan the construction site with Ground Penetrating Radar (GPR), electromagnetic, or sonic equipment, and mark the location of existing underground piping, utilities, and any other type of underground obstructions that are discovered. The Government POC will work with landowners to determine the location(s) of any other underground improvements, such as irrigation lines, in order to avoid damage. Should an irrigation line be damaged, including unknown or unmarked lines, the Government will require the Contractor to repair the damage.

i. **Soils:** The Government will require the Contractor to segregate and preserve topsoil separate from subsurface soils/waste rock (subsoils), as appropriate. Upon completion of the work, the Contractor will place subsoils in the bottom of the disturbed area and place topsoil on top. Government will direct the Contractor to disregard the requirements of this Soils section at the request of the landowner(s).

j. **Weeds:** The Government will require the Contractor to keep project-related storage and staging yards weed free. The Contractor will be instructed not to place soil stockpiles from areas that did not have noxious weeds or invasive species present adjacent to populations of noxious weeds or invasive species. The Government will work with landowners as well as state and local county weed departments to develop and implement a plan to assess, treat, and monitor for weeds, and will conduct annual postconstruction monitoring and treatment of invasive plants introduced by the Contractor until reclamation is complete.

k. **Grading/Contouring:** The Government will require the Contractor to rehabilitate temporarily disturbed areas as soon as feasible. This work will include recontouring temporarily disturbed areas to blend with the surrounding landscape, consistent with existing drainage patterns and landform preconstruction conditions to the maximum extent feasible. The Government will also require the Contractor to decompact soils that have become compacted during construction on a case-by-case basis.

l. **Seeding:** The Government will require the Contractor to use seed mixes for revegetation that are certified “noxious weed free.” Planted species used in the revegetation efforts will match the native species composition present in and around the site to the extent possible. At rangeland/grassland sites, seed mixes will include at least three to four grass species, targeted to the specific site.

m. **Equipment:** The Government will require the Contractor to clean all earthwork equipment before beginning work on the Sentinel Project, including equipment tracks, skid plates, and other parts that can trap soil and debris.

n. **Cleanup:** The Government will require the Contractor to cleanup all construction areas and adjacent lands to ensure that they are free of any construction debris and/or worker-generated litter. The Government POC will notify the landowner(s) (or authorized representative) periodically as the work is completed.

3. **Reclamation:** The Government will require the Contractor to comply with applicable Mitigation Measures identified in Section 6.0 of the Environmental Impact Statement for the Sentinel (GBSD) Deployment and Minuteman III Decommissioning and Disposal (the “EIS”). A copy of the Final EIS, Record of Decision (ROD), and supporting documents are available for review at www.afgsc.af.mil/Sentinel/Environmental-Impact-Statement/. Some of the mitigation measures identified in the EIS are discussed in the sections above-entitled Soils, Weeds, Grading/Contouring, Seeding, Equipment, and Cleanup. Nothing in this section is intended to prohibit the landowner(s) from coordinating the assumption of reclamation responsibilities with the Government POC and Contractor.

4. **Pre-construction Town Hall Meeting:** The DAF Public Affairs Office will hold a construction-related community Town Hall at least ninety (90) days prior to the start of construction activities. Notice of the meeting will be provided to affected landowners by U.S. mail, telephone calls, and/or email. This notice period is intended for (1) farmers to make informed decisions concerning the planting and harvesting of crops within the easement area, and (2) ranchers to plan for potential relocation of livestock prior to the start of construction activities.

5. **Notice of Construction:** The Government will require the Contractor to conduct an on-site meeting between the Government POC, Contractor, and landowner(s) at least thirty (30) days prior to conducting surface disturbing activities. This notice period will allow the Government POC, Contractor, and landowner(s) an opportunity to discuss the scope of anticipated use of the property, specific construction techniques, safety issues, timelines, and potential mitigation methods to try and limit disruptions to landowner(s) operations and to avoid unnecessary loss and damage to the extent practical. The Government will require the Contractor to provide the

Government POC and landowner(s) with at least seven (7) days' notice prior to the definitive construction start date(s).

6. **Compensation:** The Government will pay the landowner(s) an amount not less than the fair market value of the temporary construction and/or access road easement(s) that are required to install the new Sentinel fiber communication cables in the existing HICS Easement. The Government will provide the landowner(s) with a written summary of the basis for the amount of compensation offered for all acquisitions. In the event the landowner(s) is dissatisfied with the value determination provided by the Government, they may provide the negotiator with additional information to correct inaccuracies, identify oversights, or supply other matters for consideration.

7. **Additional Damages:** If a landowner believes they have been harmed or incurred damages from Sentinel construction activities that have not been addressed as outlined in the Liability Protection or Repairs sections of this letter, they may contact the Sentinel SATAF Detachment 10 legal advisor (Sentinel SATAF) at F.E. Warren AFB *via* the Sentinel Hotline. The Government may also be held responsible for damages caused by the negligent acts of Government personnel pursuant to the FEDERAL TORT CLAIMS ACT (FTCA). Sentinel SATAF will be the POC for landowners, tenants, and third parties seeking guidance on claims and how to submit a claim form(s).

If you have questions or are unsure who to contact, please call the Sentinel Hotline Telephone at (307) 773-3400 or email at AFGSC.Sentinel.Hotline@us.af.mil or review the Air Force Global Strike Command Sentinel page at <https://www.afgsc.af.mil/Sentinel-GBSD/> for more information.

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