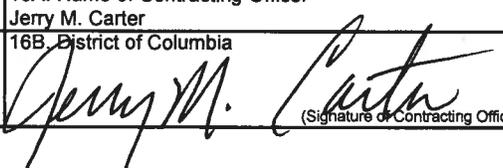


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract Number DCKA-2012-B-0076	Page of Pages 1 32
2. Amendment/Modification Number Five (5)	3. Effective Date	4. Requisition/Purchase Request No.	5. Solicitation Caption DDOT Centralized Dynamic Message Signs	
6. Issued By: Office of Contracting and Procurement Roadways and Highway 55 M Street SE 7th Floor Washington, D.C. 20003		Code	7. Administered By (If other than line 6)	
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)		Code	Facility	(X) 9A. Amendment of Solicitation No. DCKA-2012-B-0076
				9B. Dated (See Item 11) 9/7/2012
				10A. Modification of Contract/Order No.
				10B. Dated (See Item 13)
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. Accounting and Appropriation Data (If Required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14				
A. This change order is issued pursuant to: (Specify Authority) The changes set forth in Item 14 are made in the contract/order no. in item 10A.				
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.				
C. This supplemental agreement is entered into pursuant to authority of:				
D. Other (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) The solicitation is amended as follows:				
<u>Specifications:</u>				
Delete: page 19 in the specifications and Replace with the Revised page 19R (Attach with the addendum).				
<u>Wage Rates:</u>				
Delete: General Wage Decision No. DC030001, Modification No. 12 dated 08/17/12 and Replace with General Wage Decision No. DC03001, Modification No. 14, dated 09/21/12. (Attach with the addendum).				
<u>Permit:</u>				
Attach is the NPS permit (18) pages (Attach with the addendum).				
Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect				
15A. Name and Title of Signer (Type or print)		16A. Name of Contracting Officer Jerry M. Carter		
15B. Name of Contractor		15C. Date Signed	16B. District of Columbia	16C. Date Signed
(Signature of person authorized to sign)				10/18/12
		(Signature of Contracting Officer)		

When Apprentice Electricians are working, a Master Electrician or an Electrician shall be on the project site for personnel supervision.

4. The Contractor shall have a copy of the contract plans, Electrical Permit and all approved Catalog Cuts on the job at all times when electrical work is being performed.
5. The Contractor shall submit all catalog cuts for junction boxes, conduit, cable, wire, and electrical work and equipment that he proposes to use on this project for approval as the first order of work. The Contractor is put on notice that long procurement lead times may result for certain equipment which shall be factored into the overall schedule. The Contractor shall be responsible for all delay of the project, if the catalog cuts are not submitted on time.
6. The DMS sign, supporting infrastructure, and cabinet shall be grounded as shown on the contract plans. Connections of all grounding cables shall be made by means of approved solderless mechanical connectors, or exothermically welded as shown on the contract plans.
7. Grounding shall be accomplished as soon as materials are in place to which the grounding wires are to be attached.
8. All ground rods shall be copper-clad steel, size as noted per District Standard Specifications SP 618.39 Connections of cable to ground rods shall be made by exothermic weld. All ground rods shall be verified/tested and documented as part of installation. [ADDENDUM NO. 4, ADDED] The combined grounding system shall reduce or yield a maximum resistance of 25 OHMs.
9. All the sizes called for in these specifications, or shown on the contract plans, are American Wire Gauge sizes.
10. The grounding wire or cables shall conform to the requirements of ASTM B33 or ASTM B189. Standard cable shall conform to the requirements of ASTM B8. Wires shall be soft drawn and stranded.
11. Conduits shall be connected to boxes by threading. Erickson couplings shall be provided as required. Where a slip hole is specified on the contract plans, the connection shall be made with lock nuts, lead washer and bronze insulating bushing.
12. Conduits shall be connected to manholes and junction boxes with approved fittings. Conduit runs shall be as shown on drawing. Conduits shall be installed to slope toward hand hole. The slope shall be opened at least three inches (3") per 100 feet. The trenches shall be excavated and shall be opened the complete length-between ending points of runs before conduit is installed, all as approved by the District Engineer.
13. Immediately after installation, the Contractor shall seal, by approved means, the ends of all conduit runs furnished and installed by him.
14. The Potomac Electric Power Company (PEPCO) will furnish power for the DMS system within the District, and Dominion Virginia Power will furnish power for the DMS locations in Virginia. All work involved with utility company facilities shall be performed in conformance with the local utility requirements. If the Contractor installs new feeder cables into the utility's facilities, it shall be under the utility's

General Decision Number: DC120001 09/21/2012 DC1

Superseded General Decision Number: DC20100001

State: District of Columbia

Construction Types: Heavy (Heavy and Sewer and Water Line) and Highway

County: District of Columbia Statewide.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines);
HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/06/2012
1	01/13/2012
2	02/17/2012
3	03/02/2012
4	03/30/2012
5	05/25/2012
6	06/01/2012
7	06/08/2012
8	06/15/2012
9	06/22/2012
10	07/06/2012
11	08/03/2012
12	08/17/2012
13	08/31/2012
14	09/21/2012

ASBE0024-001 10/01/2010

	Rates	Fringes
Asbestos Worker/Heat and Frost Insulator Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.....	\$ 31.79	14.73

ASBE0024-002 10/01/2010

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems.....	\$ 19.86	7.10

ASBE0024-005 10/01/2011

	Rates	Fringes
Fire Stop Technician.....	\$ 26.06	7.54

Includes the application of materials or devices within or around penetrations and openings in all rated wall or floor assemblies, in order to prevent the passage of fire, smoke or other gases. The application includes all components involved in creating the rated barrier at perimeter slab edges and exterior cavities, the head of gypsum board or concrete walls, joints between rated wall or floor components, sealing of penetrating items and blank openings.

BOIL0193-001 10/01/2009

	Rates	Fringes
Boilermakers:.....	\$ 37.66	16.36

BRDC0001-001 05/01/2012

	Rates	Fringes
Bricklayer.....	\$ 27.89	7.76

BRMD0001-004 04/25/2010

	Rates	Fringes
BRICKLAYER Refractory (Firebrick).....	\$ 33.55	7.72

CARP0132-001 05/01/2012

	Rates	Fringes
Carpenter/Lather.....	\$ 26.74	7.45
Piledriver.....	\$ 25.77	8.15

CARP1831-001 04/01/2012

	Rates	Fringes
MILLWRIGHT.....	\$ 27.96	12.20

CARP2311-002 05/01/2009

	Rates	Fringes
DIVER TENDER.....	\$ 24.48	7.80
DIVER.....	\$ 36.13	7.80

* ELEC0026-001 06/04/2012

	Rates	Fringes
Electricians.....	\$ 39.75	14.29

 ELEC0026-008 07/01/2003

	Rates	Fringes
Motor Repairmen		
Removal and reinstallation		
of electrical motors.....	\$ 23.69	7.73+3%+a

a. PAID HOLIDAYS:

New Year's Day, Martin Luther King Jr.'s Birthday,
 Inauguration Day, Memorial Day, Fourth of July, Labor Day,
 Veterans Day, Thanksgiving Day, the day after Thanksgiving
 and Christmas Day or days designated as legal holidays by
 the Federal Government.

 ELEC0070-001 05/07/2012

	Rates	Fringes
Line Construction:		
Cable Splicers.....	\$ 31.82	18.75%+5.00
Equipment Operators.....	\$ 31.82	18.75%+5.00
Groundman.....	\$ 14.78	18.75%+5.00
Linemen.....	\$ 31.82	18.75%+5.00
Truck Driver.....	\$ 16.47	18.75%+5.00

 ENGI0077-001 05/01/2012

	Rates	Fringes
Power equipment operators:		
(HEAVY AND HIGHWAY		
CONSTRUCTION)		
GROUP 1.....	\$ 32.94	8.23+a+b
GROUP 2.....	\$ 31.91	8.23+a+b
GROUP 3.....	\$ 31.43	8.23+a+b
GROUP 4.....	\$ 30.70	8.23+a+b
GROUP 5.....	\$ 28.61	8.23+a+b
GROUP 6.....	\$ 23.93	8.23+a+b
GROUP 7.....	\$ 33.32	8.23+a+b

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Tower Cranes and Cranes 100 ton and over.

GROUP 2: 35 ton cranes & above, tower & climbing cranes,
 derricks, concrete boom pump, drill rigs (equivalent to L &
 Double L), mole.

GROUP 3: Backhoes, cableways, cranes, cherry pickers,
 elevating graders, hoists, paving mixers, power
 shovels, tunnel shovels. batch plants, shields, tunnel
 mining machines, gradalls, front end loaders, 3 1/2 cu.
 yds. and above, power driven wheel scoops and scrapers (50
 cu. yds. struck capacity or above), rail tamper, draglines,
 boomcat, mucking machines, graders in tunnels, pile driving
 engines.

GROUP 4: Front end loaders below 3 1/2 cu. yds, boom trucks,

hydraulic backhoes 1/2 yds. capacity or below rubber or track mounted, tug boats, power driven wheel scoops & scrapers, blade graders, motor graders, bulldozers, trenching machines, concrete mixer, speed swing pettibone, ballast regulator, concrete pump, mechanic, welder, mechanic welder, shotcrete machines, Hoeram, locomotive (standard, narrow gauge), tuggers.

GROUP 5: High lifts above 10 feet, boilers (skelton), asphalt spreaders, bullfloat finishing machines, concrete finishing machines, concrete spreaders, fine graders, air compressors, welding machines, pumps, generators, well points, deep wells, hydraulic pumps, elevators, freeze uniits, tunnel motorman or dinky operator, roller, conveyors, well drilling machines, grout pump, fireman.

GROUP 6: Fork lifts, ditch witch, bobcat 1/3 cu. yd. and below, space heaters, sweepers, assistant engineers, oilers.

GROUP 7: Master mechanic.

a. PAID HOLIDAYS: New Years Day, Inaugural Day, Decoration Day, Independence Day, Labor Day, Martin Luther King's Birthday, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day.

b. PREMIUM PAY:

Tower crane and cranes 100-ton and over to receive \$1.00 per hour premium over Group One.

 ENGI0077-002 06/01/2012

	Rates	Fringes
Power equipment operators: (PAVING AND INCIDENTAL GRADING)		
GROUP 1.....	\$ 26.72	6.87
GROUP 2.....	\$ 23.78	6.87
GROUP 3.....	\$ 20.42	6.87
GROUP 4.....	\$ 18.38	6.87
GROUP 5.....	\$ 27.38	6.67

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Gradall operator, Crane.

GROUP 2: Boom Truck, Milling Machine, Excavator, Rubber Tire Backhoe, Asphalt Paver, Asphalt Plant Engineer, Motor Grader, Track Loader, Rubber Tire Loader, Track Dozer, Concrete Paver.

GROUP 3: Broom Truck, Asphalt Roller.

GROUP 4: Air Compressor, Grade Rollers.

GROUP 5: Mechanic.

 ENGI0077-003 07/01/2012

	Rates	Fringes
Power equipment operators: (SEWER, GAS AND WATER LINE CONSTRUCTION)		

GROUP 1.....	\$ 23.65	7.05+a
GROUP 2.....	\$ 23.25	7.05+a
GROUP 3.....	\$ 22.74	7.05+a
GROUP 4.....	\$ 22.42	7.05+a
GROUP 5.....	\$ 21.60	7.05+a

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Excavators, Cranes, Gradalls.

GROUP 2: Backhoes, Front-end Loaders, Fork alift/Lull, Bulldozers, Motor Graders. Qualified Mechanics, Hydraulic Tamper and Hoe Pack, Paving Mixers, Pile Driving Engines, Batch Plant, Concrete Pumps, Low-Boy Driver, Lube Truck.

GROUP 3: Trenching Machine, Well Drilling Machines, Concrete Mixers, Motor Graders, Truck Driver.

GROUP 4. Roller, Air Compressors, Pumps, Welding Machines, Well Points, Firemen.

GROUP 5: Oiler

a. PAID HOLIDAYS: New Year's Day, Inaugural Day, Washington's Birthday, Decoration Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day and Martin Luther King's Birthday.

IRON0005-001 06/01/2012

	Rates	Fringes
Ironworkers:		
Structural, Ornamental and		
Chain Link Fence.....	\$ 29.55	14.995

IRON0201-001 05/01/2012

	Rates	Fringes
Ironworkers:		
Reinforcing.....	\$ 26.50	16.68

LABO0657-003 09/05/2011

	Rates	Fringes
Laborers: (HEAVY AND HIGHWAY		
AND SEWER & WATER LINES		
CONSTRUCTION)		
GROUP 1.....	\$ 21.83	6.47
GROUP 2.....	\$ 22.18	6.47
GROUP 3.....	\$ 22.37	6.47
GROUP 4.....	\$ 22.54	6.47
GROUP 5.....	\$ 23.02	6.47
GROUP 6.....	\$ 23.63	6.47
GROUP 7.....	\$ 24.21	6.47
GROUP 8.....	\$ 25.00	6.47

LABORERS CLASSIFICATIONS:

GROUP 1: Carloaders, choker setter, concrete crewman, crushed feeder, demolition laborers, including salvaging all material, loading, cleaning up, wrecking, dumpmen, flagmen, fence erector and installer (other than chain link), including installation and erection of fence, guard rails, medial rails, reference posts, guide posts and right-of-way markers, form strippers, general laborers, railroad track laborers, riprap man, scale man, stake jumper, structure mover, includes foundation, separation, preparation, cribbing, shoring, jacking and unloading of structures, water nozzleman, timber buckler and faller, truck loader, water boys, tool room men.

GROUP 2: Combined air and water nozzleman, cement handler, dope pot fireman (nonmechanical), form cleaning machine, mechanical railroad equipment (includes spiker, puller, tile cleaner, tamper, pipe wrapper, power driven wheelbarrows, operators of hand derricks, towmasters, scootcretes, buggymobiles and similar equipment), tamper or rammer operator, trestle scaffold builders over one tier high, power tool operator (gas, electric or pneumatic), sandblast or gunnite tailhose man, scaffold erector, (steel or wood), vibrator operator (up to 4 feet), asphalt cutter, mortar men, shorer and lagger, creosote material handler, corrosive enamel or equal, paver breaker and jackhammer operators.

GROUP 3: Multi-section pipe layer, non-metallic clay and concrete pipe layer (including caulker, collarman, jointer, rigger and jacker, thermal welder and corrugated metal culvert pipe layer.

GROUP 4: Asphalt block pneumatic cutter, asphalt roller, walker, chainsaw operator with attachment, concrete saw (walking), high scalers, jackhammer operator (using over 6 feet of steel), vibrator operator (4 feet and over), well point installer, air trac operator.

GROUP 5: Asphalt screeder, big drills, cut of the hole drills (1 1/2 " piston or larger), down the hole drills (3 1/2" piston or larger) gunnite or sandblaster nozzleman, asphalt raker, asphalt tamper, form setter, demolition torch operator, shotcrete nozzlemen and potman.

GROUP 6: Powderman, master form setters.

GROUP 7: Brick paver (asphalt block paver, asphalt block sawman, asphalt block grinder, hastings block or similar type)

GROUP 8: Licensed powdermen.

LABO0657-004 09/05/2011

Rates

Fringes

Laborers: (HAZARDOUS WASTE
REMOVAL, EXCEPT ON MECHANICAL
SYSTEMS:
Preparation for, removing and
encapsulation of hazardous
materials from non-mechanical
systems)

Skilled Asbestos Abatement		
Laborers.....	\$ 17.92	6.47
Skilled Toxic and Hazardous Waste Removal		
Laborers.....	\$ 21.15	6.47

LABO0657-005 09/05/2011

	Rates	Fringes
Laborers: (TUNNEL, RAISE & SHAFT (FREE AIR) FOR HEAVY AND SEWER & WATER LINES CONSTRUCTION)		
GROUP 1.....	\$ 22.62	6.47
GROUP 2.....	\$ 23.33	6.47
GROUP 3.....	\$ 25.12	6.47
GROUP 4.....	\$ 25.89	6.47

LABORERS CLASSIFICATIONS:

GROUP 1: Brakeman, Bull Gang, Dumper, Trackmen, Concrete Man.

GROUP 2: Chuck Tender, Powdermen in Prime House, Form Setters and Movers, Nippers, Cableman, Houseman, Groutman, Bell or Signalman, Top or Bottom Vibrator Operator.

GROUP 3: Miners, Re-Bar Underground, Concrete or Gunnite Nozzlemen, Powdermen, Timbermen and Re-Timbermen, Wood Steel Including Liner plate or Other Support, Material Motorman, Caulkers, Diamond Drill Operators, Riggers, Cement Finishers-Underground, Welders and Burners, Shield Driver, Air Trac Operator, Shotcrete Nozzlemen and Potman.

GROUP 4: Mucking Machine Operator (Air).

LABO0657-006 09/05/2011

	Rates	Fringes
Laborers: (TUNNEL, RAISE AND SHAFT (COMPRESSED AIR) FOR HEAVY CONSTRUCTION ONLY		
Gauge Pressure Work Period		
(Pounds) (Hours)		
1-14 7.....	\$ 29.52	6.47
14-18 6.....	\$ 34.74	6.47

FOOTNOTE: On any requirement for air pressure in excess of 18 PSI, work periods and rates should be negotiated at a pre-bid conference.

LABO0657-007 06/01/2010

	Rates	Fringes
Laborers: (PAVING AND INCIDENTAL GRADING)		
Asphalt Raker & Concrete Saw Operator.....	\$ 18.42	4.90

Asphalt Shoveler.....	\$ 17.84	4.90
Asphalt Tammer & Concrete Shoveler.....	\$ 18.09	4.90
Jack Hammer.....	\$ 18.51	4.90
Laborer.....	\$ 17.70	4.90
Sand Setter & Form Setter...	\$ 19.10	4.90

LABO0657-008 09/05/2011

	Rates	Fringes
LABORERS (BRICK MASONRY WORK)		
Mason Tenders.....	\$ 15.36	6.47
Scaffold Builders, Mortarmen.....	\$ 16.26	6.47

MARB0002-003 05/01/2012

	Rates	Fringes
Marble & Stone Mason Includes Pointing, Caulking and Cleaning of All Types of Masonry, Brick, Stone and Cement Structures.....	\$ 33.08	14.59

MARB0003-001 05/01/2011

	Rates	Fringes
Mosaic & Terrazzo Worker, Tile Layer Marble Mason and Tile Layer.	\$ 25.29	9.89
Terrazzo Worker.....	\$ 26.04	9.89

MARB0003-004 05/01/2011

	Rates	Fringes
Marble, Tile & Terrazzo Finisher.....	\$ 20.48	8.74

PAIN0051-001 06/01/2012

	Rates	Fringes
Painters: All Industrial Work.....	\$ 28.18	8.91
Bridges, Heavy Highway, Lead Abatement and Flame/Thermal Spray.....	\$ 31.86	8.91
Commercial and Mold Remediation, Painters, Wallcovers and Drywall Finishers.....	\$ 24.14	8.91
Metal Polishing and Refinishing.....	\$ 25.14	8.91

PLAS0891-001 05/01/2010

	Rates	Fringes
Cement Masons:		
HEAVY CONSTRUCTION ONLY.....	\$ 27.15	9.58

PLAS0891-002 06/01/2011		

	Rates	Fringes
Cement Masons: (PAVING & INCIDENTAL GRADING)		
Cement Masons.....	\$ 19.56	5.68
Concrete Saw Operators.....	\$ 19.56	5.68
Form Setters.....	\$ 19.56	5.68

PLUM0005-001 08/01/2012		

	Rates	Fringes
Plumbers.....	\$ 38.17	15.75+a
a. PAID HOLIDAYS: Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King's Birthday, Memorial Day and the Fourth of July.		

PLUM0602-005 08/01/2012		

	Rates	Fringes
Steamfitter, Refrigeration & Air Conditioning Mechanic.....	\$ 37.62	18.07+a
a. PAID HOLIDAYS: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the day after Thanksgiving and Christmas Day.		

SHEE0100-001 07/01/2012		

	Rates	Fringes
Sheet Metal Worker.....	\$ 38.39	14.54

TEAM0639-001 06/01/2012		

	Rates	Fringes
Truck drivers: (HEAVY & HIGHWAY CONSTRUCTION)		
Tractor trailer, Low Boy....	\$ 21.50	2.00+a
Truck Drivers.....	\$ 19.50	2.00+a
a. VACATION: Employees will receive one (1) week's paid vacation after one (1) year of service.		

TEAM0639-005 06/01/2012		

	Rates	Fringes
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the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

Right-of-Way Permit Number: RW-3300-3400-3450-3500-12-001

**Rock Creek Park,
National Mall and Memorial Parks,
George Washington Memorial Parkway, and
National Capital Parks-East**

United States Department of the Interior
National Park Service Right-of-Way Permit for
Department of Transportation, District of Columbia

Right-of-Way Permit Number:	3300-3400-3450-3500-12-001
Replaces:	1964 and 2005 authorizations for traffic counters on parkland, to collect traffic data at River crossings
Issued:	
Permit Expires:	Five (5) years from effective date

WHEREAS, the District of Columbia, Department of Transportation (hereinafter Permittee or DDOT), has applied to the United States of America (hereinafter Permitter), for a right-of-way to install, operate and maintain devices related to traffic management, limited to traffic counting, traffic detection, and electronic roadway signs (all hereinafter Facilities). The right-of-way requested is for approved locations within lands of Rock Creek Park, National Mall and Memorial Parks, George Washington Memorial Parkway, and National Capital Parks-East (hereinafter Parks), units of the National Park System, United States Department of the Interior; and

WHEREAS, the Facilities are part of a comprehensive network of traffic devices operated by the District of Columbia for traffic management. The extent of previously authorized Facilities on parkland, and new installations authorized by this permit, is described subsequently within the Map and Legal Description section; and

WHEREAS, the Permittee will be undertaking installation of additional counters, and a dynamic message board, in accord with plans that have been reviewed and approved for each location; and the National Park Service (NPS) has completed review of the Facilities for compliance with the National Environmental Protection Act (NEPA), and Section 106 of the National Historic Preservation Act (NHPA); and

WHEREAS, the NPS administers the Parks, each established as a unit of the National Park System, United States Department of the Interior, pursuant to Public Law 51-297, September 27, 1890 for Rock Creek Park, pursuant to the Act of July 16, 1790-1Stat., 130 for the National Mall and Memorial Parks, pursuant to the Capper-Crampton Act of May 29, 1930 (46 Stat. 482) for the George Washington Memorial Parkway, and pursuant to Public Law 71-284 (46 Stat. 482) enacted May 29, 1930 for National Capital Parks-East, and;

WHEREAS, the Director of the NPS is required pursuant to 16 U.S.C. 1a-1 to authorize only

those uses of parkland that will not be in derogation of the values and purposes for which the Parks were established, except as may have been or shall be directly and specifically provided by Congress; and

WHEREAS, 16 U.S.C. 5 authorizes the use of rights-of-way through the Park for communications facilities, including forms of communication transmitting, relay, and receiving structures and facilities, provided that the Director (or his delegate) finds that the same is not incompatible with the public interest; and

WHEREAS, the NPS has promulgated regulations at Title 36 Code of Federal Regulations, Part 14, and issued policy guidance concerning rights-of-way in DO-53 and RM-53 regarding rights-of-way over, across and upon the lands administered by the NPS; and

WHEREAS, the NPS has been delegated the authority to allow such rights-of-way over, across and upon land under the jurisdiction of the NPS pursuant to 245 Departmental Manual 5.1; and

WHEREAS, the NPS has determined that the proposed use of the parklands for the construction, maintenance and operation of the Facilities is neither incompatible with the public interest nor inconsistent with the use of such parkland; and

WHEREAS, the public interest is served by traffic data collection, and such data will be made available to the NPS as a condition of this permit;

NOW, THEREFORE, the United States, through the NPS, an agency of the Department of the Interior, acting pursuant to the authority of 16 U.S.C. 5, issues this permit to the District of Columbia for a right-of-way across Federal lands within the Parks for the approved Facilities, dependent on NPS access to traffic data that is collected.

The Permittee agrees to comply with and be bound by NPS regulations, 36 CFR Part 14, regarding rights-of-way over, across and upon lands administered by the NPS, in addition to the terms and conditions set forth in this permit.

In the case of an apparent or actual conflict in any of the provisions in this permit, the NPS reserves the sole right to decide which provision takes precedence.

MAP AND LEGAL DESCRIPTION OF RIGHT-OF-WAY

Parkland affected by this permit includes the following general areas: 1) Parkland adjacent to non-NPS bridges over the Potomac and Anacostia Rivers, 2) along major NPS-administered roadways within the National Mall and Memorial Parks, and 3) along NPS Parkways.

The parties acknowledge and agree that a complete list and map of authorized Facilities on Parkland does not exist; however, the parties desire to develop a Master List of DDOT Long-

Term Facilities (authorized for the term of this permit) to more effectively manage the permitted Facilities and the permit process.

Note that this permit may be revoked at the discretion of the NPS, in accordance with the procedure outlined below, under the section titled Termination of the Right-of-Way. Partial revocation (of individual locations authorized under this permit) is at the discretion of the Regional Director (or delegate), and shall follow the same procedure.

Authorization for the Facilities is dependent on NPS access to traffic data, in a manner agreed upon by the Permitter and Permittee.

Development of Master List of Long-Term Facilities: The Permittee agrees to use a good faith effort to develop an accurate and comprehensive Master List of authorized installations; the initial effort is attached herein as **Exhibit A**. Note that additions to the Master List, for potential additions to the network, may be considered by the NPS during the term of this permit, subject to NEPA and Section 106 NHPA compliance review. Such additions shall require approval of the Regional Director (or delegate) by letter, appended to this permit, prior to addition to the Master List.

Long-Term Facilities (existing): Multiple counter installations exist on Parkland at the time of execution of this permit, including the following, partial list:

- An NPS permit executed on January 13, 1964, authorized multiple counters installations for Parkland adjacent to Anacostia River bridges (East Capitol Street Bridge, Sousa Bridge) and Potomac River bridges (Key Bridge and 14th Street bridge corridor).
- Solar powered counters were added to the 14th Street bridge corridor, authorized under a permit executed Jan 21, 2005.
- Memorial Bridge location continues to be problematic for counter placement. Data collection was generally authorized under the 1964 permit, but specific placement was never finalized, nor approved, due to sensitivity of the cultural resources of adjacent memorials. Placement was again considered under this application, initiated in 2009, but concern for viewshed impacts of traffic cabinets continues to preclude NPS approval. At both times, the Permitter and Permittee agreed on the need for traffic data collection at Memorial Bridge. As counter technology continues to develop, options for placement of a long-term device will continue to be considered for addition to the Master List, subject to NPS approval, requiring review for NEPA and Section 106 compliance.

Long-Term Facilities (new installations, authorized under this permit)

a. **National Mall and Memorial Parks** (traffic counters):

- For Theodore Roosevelt Bridge – two (2) traffic counter cabinets, and below-grade electrical connections from nearby electrical ductbanks, are authorized for Parkland adjacent to ramps. Note that the loop counters within the roadbeds (owned by others) are not within NPS jurisdiction. Construction drawings are attached herein as Figure 1, and incorporated by reference, as assigned NPS Drawing No. 802_112686.

- For Constitution Avenue and Independence Avenue (NPS-administered roads), wireless traffic count devices are authorized, consisting of placement of small, round devices embedded in the travel lanes, with wireless relay devices mounted on nearby, existing light poles. Placement is approved for two (2) locations on Constitution Avenue and one (1) location on Independence Avenue. Construction drawings are attached herein as Figure 2, and incorporated by reference, as assigned NPS Drawing No. 802_112687.
- b. **National Capital Parks–East** (electronic sign board):
- Also authorized under this permit is the replacement of a support pier for an existing, overhead road sign on New York Avenue. Pier replacement enables conversion of an existing static sign to a dynamic message board. Installation shall be in accordance with construction drawings, plan specifications, and other supplemental materials reviewed by the NPS.

Short-Term installations (temporary rights-of-way) of no more than thirty (30) days, involving no ground disturbance, and subject to NPS review and approval, may be considered after NPS notification and review, per the protocol outlined in **Exhibit B**. Short-term installations of traffic counting/detection devices, and electronic roadway signs, shall be reviewed on a case-by-case basis, require advance scheduling and review by the NPS. Written proof of authorization shall be displayed during installation, in a format the same or substantially similar to that outlined in **Exhibit C**.

NPS NOTIFICATION (REQUIRED) - PRIOR TO ACTIVITY ON PARKLAND

The Permittee shall notify the NPS, prior to beginning any access or construction activity, for Long-Term or Short-Term installations on Parkland. The NPS notification protocol, and Point of Contact (POC) information at the time of execution of this permit, is attached as Exhibit B.

FEES AND COSTS

Pursuant to 36 CFR §14.26(c)(1) use and occupancy fees are waived. Additionally, pursuant to 36 CFR §14.22(a)(2), the payment of costs incurred by the NPS in the preparation and monitoring of this permit are also waived.

PERMITTED USE OF RIGHT-OF-WAY BY PERMITTEE

The right-of-way is for the sole purpose of constructing, operating and maintaining the Facilities across the described lands, application for which was made in writing to the NPS. In utilizing the right-of-way, the Permittee agrees to comply with and be bound by the laws and regulations regarding the use and occupancy of the lands administered by the NPS and by the terms of this permit.

DEVIATION FROM APPROVED RIGHT-OF-WAY

The Permittee agrees that it will not deviate from the location on parkland as described herein in its construction, operation and maintenance of the Facilities. All ingress and egress for construction, operation and maintenance of the Facilities shall be restricted to the right-of-way and established roadways and trails. In the event that the Permittee determines that ingress and egress over parklands not included in the right-of-way are necessary for the construction, maintenance and operation of the Facilities, then the Permittee must apply, in writing, to the Regional Director (or delegate) for approval of such ingress and egress.

EFFECTIVE DATE OF THE RIGHT-OF-WAY

The effective date of this permit shall be the date of its execution by the Regional Director. Occupancy of the right-of-way authorized by this permit shall expire five (5) years from the effective date, at noon, unless a five (5) year extension is authorized by letter from the Regional Director, or unless prior thereto the permit has not been relinquished, abandoned or otherwise terminated pursuant to the provisions of this permit or of any applicable Federal law or regulation.

RIGHT-OF-WAY RENEWAL OR TERMINATION

Unless relinquished, abandoned or otherwise terminated pursuant to the provisions of this permit or of any applicable Federal laws or regulations, the Permittee may make application to the Regional Director at least six (6) months prior to its expiration date, for renewal of the right-of-way. The Permittee shall file a written application, SF-299, in accordance with the existing NPS regulations, to renew the right-of-way. The Permittee shall agree to comply with all the laws and regulations existing at such application date governing the occupancy and use of the lands of the Park for the purposes desired. The right-of-way permit may be renewed after full consideration of the application.

The right-of-way permit may be terminated upon breach of any of the stated conditions or at the discretion of the Regional Director (or delegate). The Permittee shall be given written notice of termination, and if for breach, shall have thirty (30) days for corrective actions, or to present a reasonable corrective plan acceptable to the Permitter, prior to termination. In the event any Facilities covered by this permit should interfere with future park construction or operations, the Permittee shall terminate the use of the right-of-way and relocate the Facilities at no cost to the Permitter.

DISPOSAL OF PROPERTY ON TERMINATION OF RIGHT-OF-WAY

Upon the termination of the right-of-way permit by expiration or otherwise, in the absence of any agreement to the contrary, the Permittee shall be allowed six (6) months, or such additional time

as may be provided by the Permitter, in which to remove from the right-of-way all property or improvements of any kind placed by them; and if not removed within the time allowed, all such property and improvements shall become the property of the United States.

However, at the time of termination, the Regional Director (or delegate) will determine if the removal of certain items would cause damage to park resources, and therefore may grant relief to the Permittee by suspending the requirement for their removal at that time. At the option of the Permitter, the Permittee shall retain ownership of, and maintenance responsibility for, the remaining Facilities. In any case, the Permittee will remain liable for the cost of the removal of all property and improvements and the complete restoration of the site to the satisfaction of the Regional Director (or delegate).

NONUSE OR ABANDONMENT

It is understood and agreed by the parties that all or any part of the right-of-way may be terminated at the discretion of the Permitter in the event of nonuse or abandonment for a period of one (1) year by the Permittee. In the case of termination, the Permitter will provide the Permittee with written notice including reasons for the termination.

AUTHORITY TO ENTER INTO AGREEMENT FOR RIGHT-OF-WAY

The Permittee represents and warrants to the Permitter that:

- a. It is duly authorized and empowered under applicable laws of the District of Columbia to enter into and perform its obligations under this permit in accordance with the provisions herein;
- b. It has taken all requisite agency action and has duly approved, and has duly authorized the execution, delivery and performance by it of this permit;
- c. All actions that may be necessary or incidental to the approval of this permit, and the due execution, delivery and performance by the Permittee have been taken; and
- d. All of the foregoing approvals, authorizations and actions are in full force and effect at the time of the execution and delivery of this permit.

ADDITIONAL TERMS AND CONDITIONS

The permit is subject to the following additional terms and conditions, throughout the term of the permit:

1. This permit shall not be construed as a permanent interest in the land of the right-of-way or as an abandonment of use and occupancy by the United States, but shall be considered a use of the land as described, anything contained herein to the contrary notwithstanding.
2. The Permittee shall comply with all applicable State and Federal laws and existing regulations promulgated thereunder in the construction, operation and maintenance of the right-of-way authorized by this permit.
3. The Permittee shall have a right of ingress and egress within the right-of-way for the purposes of maintaining and operating the facility and appurtenances. All ingress and egress for construction, operation and maintenance of the Facilities shall be restricted to the right-of-way and established roadways and trails. In the event that the Permittee determines that ingress and egress over parklands not included in the right-of-way are necessary for the construction, maintenance and operation of the Facilities, then the Permittee must apply, in writing, to the Regional Director, National Capital Region, for approval of such additionally requested ingress and egress.
4. Except in emergency situations, or as noted for the initial construction phase, or with the prior written consent of the Regional Director (or delegate), all work on parkland shall be conducted Monday through Friday from 7:00 a.m. through 5:00 p.m., excluding Federal holidays. Rush hour restrictions may apply, and the NPS shall indicate such restrictions at the time of the requested access.
5. The Permittee shall take adequate measures as directed and approved by the Regional Director (or delegate) to prevent or minimize damage to park resources throughout the term of this permit. This may include restoration, soil conservation and protection measures, landscaping and repairing roads, trails, fences, etc. The Regional Director (or delegate) may inspect the right-of-way area as deemed necessary.
6. The Permittee shall cause its contractor(s) to be responsible to pay the Permitter for any damage resulting from this permit that would not reasonably be inherent in the use that the Permittee is authorized to make of the land. The Permitter will give the Permittee written notice of such damage and the Permittee shall either cause its contractor to take corrective action or cause its contractor to pay the indicated amount as agreed upon and approved by the Regional Director (or delegate).
7. Throughout the term of this permit, the Permittee shall halt any activities and notify the Regional Director (or delegate) upon discovery of threatened or endangered species or

archeological, paleontological or historical findings. All artifacts unearthed shall remain the property of the NPS.

8. Permittee shall cut no timber or any other vegetation; use no pesticides or herbicides; remove or alter no landscape features; conduct no mining or drilling operations; remove no sand, gravel, soil, or other similar substances from the ground; nor in any manner change the contour or condition of the right-of-way, except as expressly authorized in writing by the NPS. If the Permittee has such authorization, they shall comply with the NPS requirements regarding the manner of performing such activities and any mitigation that is required.
9. The Permittee agrees to do everything reasonably within its power, both independently and at the request of the Regional Director (or delegate), to prevent and suppress fires resulting from the Permittee's activities on and adjacent to the right-of-way.
10. Any underground utilities previously located within this right-of-way that are damaged or disrupted during construction or maintenance shall be repaired or restored by the Permittee (or its representatives, agents or employees), at its expense. Repairs shall be initiated within four (4) hours of the damage.
11. The Permittee shall be responsible for the provision and maintenance of proper signs, barricades, fences, or other means of warning motorists and pedestrians of danger during all periods of construction and maintenance of the right-of-way. All traffic control shall adhere to the Manual of Uniform Traffic Control Devices (MUTCD) standards.
12. The Permittee shall require its employees and contractors to follow all relevant Occupational Safety and Health Administration (OSHA) safety regulations and exercise all safety precautions.
13. The Permittee shall cause its contractor to comply with all Federal, state and local regulations pertaining to environmental compliance. This includes but is not limited to the Resource Conservation Recovery Act, the Clean Water Act, the Clean Air Act, the Oil Pollution Act and OSHA 1910.120 (Hazwoper). The Permittee shall cause its contractor to show proof of licenses (if applicable) when performing work on NPS property.
14. This agreement is made upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, or death to any person or property of the Permittee, its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this agreement or occasioned by any occupancy or use of said premises or any activity carried on by the Permittee in connection herewith, and the Permittee will cause its contractor to indemnify, save, and hold harmless and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of or from any omission or activity of the Permittee, or its employees, to

the extent allowable under District of Columbia law, including the anti-deficiency limitations of the Permittee. DDOT agrees to require its Contractor to:

- a. Procure general liability insurance against claims occasioned by the action or omissions of the Permittee, its agents and employees in carrying out the activities and operations authorized by this permit. The policy shall be, at minimum, in the amount of one (1) million dollars and underwritten by a United States company naming the United States of America as additionally insured. The Permittee agrees to provide the Regional Director (or delegate) with a Certificate of Insurance with the proper endorsements prior to the effective date of the permit.
 - b. Pay the United States the full value for all damages to the lands or other property of the United States caused by the said person or organization, its representatives, or employees.
 - c. Indemnify, save and hold harmless, and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of, or from, any omission or activity of the said person or organization, its representatives, or employees.
15. Anti-Deficiency Limitations of Permittee: The obligations of the Purchaser to fulfill financial obligations pursuant to this Agreement are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 1511-1519 (2004), and D.C. Official Code §§1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01 - 355.08 (2006 Supp.)(i) and (ii) collectively, as amended from time to time, the "Anti-Deficiency Acts"; and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001). This Agreement shall not constitute an indebtedness of the District of Columbia nor shall it constitute an obligation for which the District of Columbia is obligated to levy or pledge any form of taxation or for which the District of Columbia has levied or pledged any form of taxation. No District of Columbia official or employee is authorized to obligate or expend any amount under this Agreement unless such amount has been appropriated by act of Congress and is lawfully available.
16. Nothing herein contained shall be construed as binding the NPS to expend in any fiscal year any sum in excess of appropriations made by Congress or administratively allocated for the purpose of this permit for the fiscal year, or to involve the NPS in any contract or other obligation for the expenditure of money in excess of such appropriations or allocations.
17. No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this permit or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this grant if made with a corporation for its general benefit.
18. The Permittee agrees that in undertaking all activities pursuant to this permit, it will not discriminate against any person because of race, color, religion, sex, or national origin.
19. The Permittee agrees that the right-of-way shall be subject to the express condition that the use will not unduly interfere with the management and administration by the NPS of the lands.

Further, the Permittee agrees and consents to the occupancy and use by the NPS, its permittees or lessees of any part of the right-of-way not actually occupied or required by the project, or the full and safe utilization thereof, for necessary operations incident to such management, administration or disposal. Furthermore, this permit does not authorize the interference with any existing or proposed Federal projects that may be undertaken by the United States in the public interest.

20. Use by the Permittee of the right-of-way is subject to the right of the NPS to establish trails, roads and other improvements and betterments over, upon or through said premises, and further to the use by travelers and others of such roads, trails and other improvements already existing. If it is necessary to exercise such right, every effort will be made by the NPS to refrain from unduly interfering with or preventing use of the land by the Permittee for the purposes intended under this permit.
21. Permittee shall cause its contractor to be responsible for any hazardous material cleanup because of spills from equipment or work activity. Hazardous material debris shall be removed from the parkland to an approved landfill for hazardous materials. The Permittee shall provide the NPS written emergency response procedures and proof of a spill plan if requested. No dirty or contaminated water, material or chemical residue shall be discharged or expelled into the land of the Park or into the River.
22. The Permittee shall comply with all reasonable instructions issued by the United States Park Police and other official representatives of the NPS as specified by the Regional Director (or delegate).
23. The NPS reserves the right to halt any operation within its jurisdiction, in part or in whole, that is determined to be detrimental to the public interest. Work may be permitted to resume only if a proper method can be devised to prevent such damage from reoccurring.
24. All accidents, hazard spills, property damage or other emergencies must be reported immediately to the U.S. Park Police Dispatch (202-610-7500) and the NPS. This includes damage to public or private property, and any personal injuries incurred by the public, Permittee staff, other project staff or government officials.
25. No transfer of this permit will be recognized unless and until it is first approved in writing by the Regional Director (or delegate). Such a transfer must be filed in accordance with existing regulations at the time of transfer and must be supported by the stipulation that the assignee agrees to comply with and to be bound by the terms and conditions of this permit.
26. Any alterations to this permit must be in writing and signed by the parties. Renewals will be subject to regulations existing at the time of renewal and such other terms and conditions deemed necessary to protect the public interest.

ADDITIONAL TERMS AND CONDITIONS DURING INSTALLATION / MAINTENANCE

27. All conditions outlined above are applicable and shall be followed during the initial construction of the Facilities.
28. Construction activities shall not interfere with NPS operations. The Park shall remain open at all times, in accordance with NPS regulations.
29. Construction and other activities are authorized in accordance with construction drawings, plan specifications, and other supplemental materials submitted to the NPS. All construction activities shall be in accord with such NPS reviewed and approved materials; any alterations are subject to NPS review and approval.
30. Restoration shall be according to the construction drawings, plan specifications, plan addendums, special provisions, and other supplemental materials submitted to the NPS. Any alterations to the approved restoration planting plan must be submitted for review and approval by the NPS. Acceptance of restored areas is subject to the satisfaction of the relevant Superintendent (or delegate).
31. Copies of the required Certificates of Insurance, evidencing required insurance coverage and referencing the permit number shall be provided to the NPS prior to initiation of construction.
32. Permittee shall be responsible for obtaining all necessary permits required by other agencies to undertake this proposed project. If requested, copies of these permits will be provided to the NPS.
33. All requests, correspondence and meetings desired with the NPS shall be negotiated by the Permittee only. All contractors, subcontractors or consultants must channel their requests through the recognized representative of the Permittee who, in turn, will contact the NPS. Permittee shall continue to notify NPS POC of work phasing, and the schedule for each work segment, and at the end of the project, when the work area is ready for final inspection. The point of contact (POC) information for the NPS and the Permittee is located at the end of the permit.
34. All earth-disturbing activities must meet state and local storm water and sediment control standards. If requested, a copy of the Erosion and Sediment Control Plan shall be provided to the NPS prior to construction commencement.
35. If requested by the NPS, the Permittee shall submit documentation (such as photo, video, tree survey, or other documents) depicting the existing conditions of all parkland that will be disturbed under this permit.

36. If traffic control is required, the Permittee must submit a traffic control plan showing how the contractor will manage both pedestrian and vehicular traffic during the project. All traffic control measures shall follow standards of the MUTCD.
37. All access roads and the areas adjacent to the work site shall be kept free of trash, mud and construction debris. The work zone shall be kept free of trash and construction debris to the extent possible. Parking for all vehicles associated with construction is limited to areas within the limits of disturbance, or paved parking lots under authority of the stadium authority. The Permittee will coordinate with the NPS point during adverse conditions or weather that that may impact safe access to park property.
38. Unanticipated Discoveries - throughout the term of this permit, the Permittee shall halt any activities and notify the respective park Superintendent (or delegate) upon discovery of threatened or endangered species or archeological, paleontological or historical findings. All artifacts unearthed shall remain the property of the NPS. Should the Permittee uncover what appears to be something of archeological significance, work will cease in the affected area to permit proper investigation of the find. The NPS will determine when work may resume.
39. A copy of this permit, enclosures, amendments and explanatory notes shall be kept on the construction site by the Permittee.
40. Work not specified in this Permit shall not be performed without additional written permission from the respective park Superintendent (or delegate). Conducting any activities at sites not identified prior to the commencement of work, or performing activities outside the scope of this permit, is prohibited.
41. Permittee shall contact the NPS in advance of installations authorized under this permit, t, or for maintenance of existing installations, or for installation of temporary counters involving no ground disturbance, for no more than thirty (30) days. NPS notification protocol and contact information is outlined in Exhibit B, attached herein.
 - a) The parties agree that any time DDOT, or its contractors, perform maintenance of existing installations on Parkland, they shall clearly display a Windshield Permit in substantially the same form as the Windshields Permit attached as Exhibit C.

COMPLIANCE

Failure of the Permittee to comply with any provision of this right-of-way permit shall constitute grounds for immediate termination of this permit.

WAIVER NOT CONTINUING

The waiver of any breach of any provision of this right-of-way permit, whether such waiver be expressed or implied, shall not be construed to be a continuing waiver or a waiver of, or consent, to any subsequent or prior breach of the same or any other provision of this permit.

IN WITNESS WHEREOF, the Regional Director of the National Capital Region of the National Park Service, acting on behalf of the United States, in the exercise of the delegated authority from the Secretary of the Department of the Interior, has caused this Permit of Right-of-Way number RW 3300-3400-3450-3500-12-001 to be executed this _____ day of _____, 2012.

(Attest)

Steve Whitesell, Regional Director
National Capital Region
National Park Service
United States Department of the Interior

ACCEPTED BY THE PERMITTEE THIS _____ DAY OF _____, 2012.

(Attest)

Terry Bellamy, Director
District Department of Transportation
55 M Street, SE, Suite 700
Washington, DC 20003

EXHIBIT A

MASTER LIST
OF PERMITTED FACILITIES

(Limited Master List, at the time of execution of the permit)

EXHIBIT B

NPS NOTIFICATION (REQUIRED) PRIOR TO ACTIVITY ON PARKLAND

The NPS point of contact (POC) for the relevant park shall be notified in writing at least five (5) business days prior to the anticipated commencement of fieldwork. Greater advance notice (more than five (5) business days) is encouraged to allow sufficient time for NPS review of the request prior to the anticipated start date. The DDOT project manager will provide a work schedule, contact information, and description of the activity.

- b) The NPS POC will respond to the request. Prior to granting access, the NPS POC will require a pre-activity meeting to discuss equipment needs and options, staging, and access requirements. Note that consideration of unique circumstances, constraints due to special events or other construction, or other factors may impact the decision of the NPS POC to approve access.
- c) The NPS POC will be notified upon completion of the work and, depending on the project, may require a post-project inspection, which DDOT POC must attend, and post-project mitigation to restore damaged resources, which the Permittee must complete with all deliberate speed.
- d) DDOT POC shall provide oversight of all activities authorized under this permit, and shall ensure adherence to conditions by individuals, groups, contractors, or others acting on behalf of the Permittee. The DDOT primary or secondary POC, or a delegate with the same authority (and contact information provided to the NPS), shall be available by phone during work on Parkland.
- e) Proof of authorized access: the parties agree that any time Permittee employees or contractors perform authorized activities on Parkland they shall clearly display Proof of Authorization, in a format substantially similar to that attached as Exhibit C.

DDOT POC information:

Primary contact: Brook Hailemariam (Brook.Hailemariam@dc.gov, office 202-671-1498)

Secondary contact: Jason Tao (Jason.Tao@dc.gov, office 202-671-1498)

NPS POC information: Notify U.S. Park Police Dispatch: 202-610-7500, and then the NPS POC, in the event of emergencies, accidents, or injuries.

National Capital Region (NCR): Rights-of-Way Office, for permit amendments or renewal: Georgeann Smale (georgeann_smale@nps.gov, office 202-619-7276), or Lands Office 202-619-7025

National Mall and Memorial Parks (NAMA): Alice McLarty (Alice_McLarty@nps.gov, office 202-245-4686), or Park HQ: 202-485-9880

Rock Creek Park (ROCR): Joe Kish (Joe_Kish@nps.gov, office 202-895-6079) or Park HQ: 202-895-6000

National Capital Parks–East (NACE): Jim Rosenstock (James_Rosenstock@nps.gov, office 202-690-5161) or Park HQ: 202-690-0862

George Washington Memorial Parkway (GWMP): Pete McCallum (Peter_McCallum@nps.gov, office 703-289-2516) or GWMP HQ: 703-289-2500

**United States Department of the Interior
National Park Service**

*This shall serve as proof of NPS authorization, to access indicated park areas, to access DDOT traffic devices, (see attached master list), or to place temporary devices, as outlined below.
(Exhibit C - NPS Permit RW-3300-3400-3450-12-001)*



Authorized under NPS Master Permit: RW-3300-3400-3450-12-001 (on file with NPS & DDOT)

Master Permit valid through 2017, with 5-year renewal

Permittee: District Department of Transportation

Permittee Address: 55 M St. SE 6th Floor, Washington DC, 20003, HQ: (202) 673-6813

NPS Park Unit:

Specific Location(s) of Work:

Type of Work to be Performed:

***Note:** Place this inside the windshield (visible to authorities) when performing any kind of work on NPS land, to avoid a shutdown of the work being performed.*

Dates of Authorized Activity: _____

From: (mm/dd/year)

To: (mm/dd/year)

Limits on temporary installations: no longer than 30-days, no ground disturbance

Any unique conditions or limits, (beyond the standard NPS right-of-way terms and conditions) – Describe below any rush hour restrictions, or other restrictions, or attach drawings/submittals/supplemental information, as necessary.

NPS Point of Contact:

(name & contact information: phone & email)

DDOT Point of Contact for this activity:

(name and contact information: phone & email)

Name of DDOT Contractor & contact number: _____

Master Permit (on file with NPS & DDOT) authorizes placement of DDOT devices for traffic counting and detection, and electronic roadway signs, in 4 NPS parks. POCs (Point of Contacts, above) shall be familiar with all terms and conditions of the Master Permit. The DDOT POC shall ensure DDOT contractors are fully informed and compliant with terms and conditions of the Master Permit.

*Rock Creek Park
3545 Williamsburg Ln., NW
Washington, DC 20008
HQ: (202)895-6000*

*National Mall &
Memorial Parks
900 Ohio Dr., SW
Washington, DC 2002
HQ: (202)485-9880*

*George Washington
Memorial Parkway
Turkey Run Park
McLean, VA 22101
HQ: (703)289-2500*

*National Capital Parks
East
1900 Anacostia Dr., SE
Washington DC 20020
HQ: (202)690-0862*

FIGURE 1

(for inclusion in the permit, limited to the first term)

CONSTRUCTION DRAWINGS
FOR NATIONAL MALL AND MEMORIAL PARKS

Loop Traffic Counters
NPS DRAWING NO. 802_112686

FIGURE 2

(for inclusion in the permit, limited to the first term)

**CONSTRUCTION DRAWINGS
FOR NATIONAL MALL AND MEMORIAL PARKS**

**Wireless Traffic Counters
NPS DRAWING NO. 802_112687**