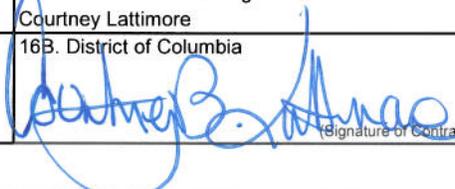


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract Number DCKA-2013-B-0026	Page of Pages 1 22
2. Amendment/Modification Number 4	3. Effective Date See box 16C	4. Requisition/Purchase Request No.	5. Solicitation Caption Rehab of 16th street/ Kalmia Rd.	
6. Issued By: Department of Transportation Office of Contracting and Procurement 55 M Street, SE, 4th floor Washington, DC 20003		Code	7. Administered By (If other than line 6) Department of Transportation Office of Contracting and Procurement 55 M Street, Suite, SE, 4TH floor Washington, DC 20003	
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)			(X)	9A. Amendment of Solicitation No. DCKA-2013-B-0026
				9B. Dated (See Item 11) 3/28/2013
				10A. Modification of Contract/Order No. 1
				10B. Dated (See Item 13)
Code	Facility			
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 checked="" type="checkbox"/> is extended. <input 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 checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) A CONTRACT AMENDMENT IS NECESSARY TO MODIFY SPECIAL PROVISIONS (SP) AND OTHER ITEMS OF THE SOLICITATION AS FOLLOWS:				
<u>BID OPENING DATE CHANGE</u>				
1) The bid opening is extended until June 5, 2013 @ 2:00 PM.				
2) Question period is extended to May 24, 2013, responses will be posted by May 31, 2013.				
3) Attachment 1- As-Built Water Management Plan Guidelines and form (2 pages)				
4) Attachment 2- National Park Service storage permit for materials and equipment and National Park Service permit for access to park land to replace Kalmia Road bridge and dripline plans (19 pages)				
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 Courtney Lattimore	
15B. Name of Contractor		15C. Date Signed	16B. District of Columbia	16C. Date Signed
(Signature of person authorized to sign)				5/20/13
		(Signature of Contracting Officer)		

ATTACHMENT 1

**Government of the District of Columbia
Department of the Environment
Watershed Protection Division/Inspection and Enforcement Branch**

AS-BUILT STORM WATER MANAGEMENT PLAN GUIDELINES

As-Built Plans shall be submitted to the Watershed Protection Division twenty-one (21) days after completion of construction and Final Inspection of the storm water management facilities.

Method of Documentation:

1. Originally approved plan with changes or drawn in ink on mylar.
2. Elevation to at least the nearest 0.1'

Minimal information (if applicable) on site plan of actual structures and conveyances installed:

1. Site boundaries and the complete address.
2. Lot number, square number or parcel number designated.
3. Location of easement(s) if applicable.
4. Location of completed structure(s).
5. Storm sewer utility with location and design of storm water device(s), including inlet(s).
6. Elevation and size of all orifices, weirs and manhole openings.
7. Storm sewer profile with elevation, size and slope of all pipes.
8. Design details showing plan view, cross-sectional views.

Legal information:

As-Built Certification by Professional Engineer, with seal affixed.

AS-BUILT CERTIFICATION BY PROFESSIONAL ENGINEER

Within 21 days after completion of construction of the Stormwater discharge facility, please send this page to the Watershed Protection Division of the District Department of the Environment.

1. ***Stormwater discharge facility information:***

Source Name: _____

Source Location: Street: _____

City: _____

DCRA Permit No.: _____

Date Issued: _____

2. ***As Built Certification***

I hereby certify that Stormwater discharge facility has been built substantially in accordance with the approved plans and specifications, and that any substantial deviations (noted below) will not prevent the system from functioning in compliance with the requirements of Section 526 through 535 of DCMR-21, Chapter 5 when properly maintained and operated. These determinations have been based upon on-site observation of construction, scheduled and conducted by me or by a project representative under my direct supervision. I have enclosed one set of as-built engineering drawings.

Signature of Engineer

Name (Please Type) D.C. Reg. No.

Affix Seal:

Company Name

Company Address

Date: _____ Phone No. _____

Substantial deviations from the approved plans and specifications (attach additional sheets if required).

ATTACHMENT 2

UNITED STATES DEPARTMENT OF THE INTERIOR
National Park Service

Special Use Permit

Storage for 16th Street Bridge Project

Rock Creek Park

Long Term (not to exceed 5 years)

Date Permit Reviewed: Aug. 2012

Short Term (not to exceed 1 year)

Date Permit Expires: 8/31/2014

Permit #: NCR ROCR 9500 051

Paul Hoffman

of District Department of Transportation(DDOT)
55 M Street, SE
Washington, D.C. 20003
202-671-4710

is hereby authorized during the period from 7:00 AM August 31, 2012 through 7:00 AM August 31, 2014, to use the following described land or facilities in the above named area:

U.S. Reservations 339 & 499.

For the purpose(s) of:

Storing of construction materials and equipment used in connection with and, or related to the replacement of the 16th Street Bridge.

Authorizing legislation or other authority (RE - DO-53): 16 U.S.C. § 1

NEPA Compliance: CATEGORICALLY EXCLUDED EA/FONSI EIS OTHER APPROVED PLANS

PERFORMANCE BOND: Required Not Required Amount: see below

LIABILITY INSURANCE: Required Not Required Amount: see below

ISSUANCE of this permit is subject to the conditions on the reverse hereof and appended pages and when appropriate to the payment to the U.S. Dept. of the Interior, National Park Service of the sum of \$0.

The undersigned Permittee attests, under the penalty of perjury, that he/she has read this permit in its entirety, that he/she understands and accepts its terms, covenants, obligations, and reservations, expressed or implied herein, and that each individual performing or managing work under this permit will be familiar with said terms, covenants, obligations, and reservations prior to the commencement of any such work by that individual.

PERMITTEE

Paul N. Hoffman Program Manager 3/5/2013
Signature Title Date

Authorizing Official

Garth Cox Deputy Superintendent 3/25/13
Signature Title Date

CONDITIONS OF THIS PERMIT

General Provisions

1. Performing work within a National Park is a privilege. Rock Creek Park (hereinafter "the Park") was established in 1890 for the scenic and recreational enjoyment of the people of the United States. Congress has directed the Park to "provide for the preservation from injury or spoliation of all timber, animals, or curiosities ... and the retention of their natural condition, as nearly as possible." In the course of conducting the work described herein, Permittee shall respect this mission.
2. Permittee's activities under this permit are subject to the supervision of the Superintendent, and shall comply with all applicable laws and regulations of the area (e.g., codes, ordinances), including those pertaining to health, safety, sanitation, and the protection/preservation of natural/cultural/historical resources.
3. The NPS reserves the right to halt any operation within its jurisdiction, in part or whole, which is determined to be detrimental to the public interest. If such right is exercised, the NPS will determine when, if ever, work may resume. Work will be permitted to resume only if a proper method can be devised to prevent such detrimental behavior from reoccurring.
4. Revocation - This permit may be terminated upon breach of any of the conditions herein or at the discretion of the Superintendent.
5. Any alterations to this permit must be in writing and signed by the parties. Renewals/extensions will be subject to regulations existing at the time of renewal/extension and such other terms and conditions deemed necessary to protect the public interest.
6. Damages - Permittee shall cause its contractor(s) to pay the United States for any damage resulting from this use which would not reasonably be inherent in the use which Permittee is authorized to make of the land described in this permit.
7. Benefit - Neither Members of, nor Delegates to Congress, or Resident Commissioners shall be admitted to any share or part of this permit or derive, either directly or indirectly, any pecuniary benefits to arise therefrom. Provided, however, that nothing herein contained shall be construed to extend to any incorporated company, if the permit be for the benefit of such corporation.
8. Assignment - This permit may not be transferred or assigned without the consent of the Superintendent, in writing.
9. Permittee is prohibited from giving false information; to do so will be considered a breach of conditions and be grounds for revocation [Re: 36 CFR 2.32(4)].
10. Permittee agrees to share all data/information gathered or generated in the performance of work under this permit with the National Park Service.
11. Any decision by the National Park Service not to require performance of any provision herein shall not affect the National Park Service's right to require performance of said provision at any time thereafter, nor shall a waiver of any breach or default of this permit constitute a waiver of any subsequent breach or default or a waiver of any permit provision.

12. If any provision of this permit is deemed unlawful, unenforceable or otherwise invalid, all remaining provisions of this permit shall remain in full force and effect.
13. This permit does not authorize interference with any existing or proposed Federal projects that may be undertaken by the United States or with the management or administration of the National Park Service lands. This permit is subject to the right of the NPS to establish trails, roads, and other improvements and betterments over, upon or through Permittee's worksite described herein, and further to the use by travelers and others of existing or future roads, trails, and other improvements.
14. To the extent practicable, Permittee will submit materials required under this permit to the NPS in a paperless form (e.g., via email, flash drive).
15. This permit does not exempt Permittee (or its agents, representatives, contractors and/or subcontractors) from entrance, recreation or other applicable fees.

Scope of Work

16. Permittee is authorized to store construction materials in three areas owned by the NPS near the intersection of 16th Street and Military Road, two on the east side of 16th Street and one on the west side of 16th Street. As shown on Permittee's map (attached to its permit application), these areas are located between Ramp A and Military Road and between Ramp D and Military Road. Permittee may store materials under the following conditions: (1) wooden stockade fences will be used to secure and delineate the storage areas, as approved by NPS officials, such that no trees (or their root zones) will be harmed; (2) prior to use, the storage areas will be covered with a layer of geotextile fabric and further protected by wood chips, such that each area maintains a 4-inch protective layer of compressed wood material at all times; and (3) prior to use, Permittee must present the NPS with a site restoration plan.
17. At the earliest possible time, Permittee will provide the NPS with copies of any and all documentation utilized in the performance of the work or generated as a consequence of the work, including diagrams, schematics, drawings, reports, surveys, and/or plans of any kind (e.g., architectural drawings, security plans for park users, storm water management plans, erosion & sediment control measures). In the event that such documentation changes, Permittee will promptly submit updated copies to the NPS.
18. Permittee has permission to perform only work specifically outlined in this permit. Any additional work cannot be undertaken until it has been reviewed and approved by the Park Superintendent (or his/her representative). A copy of this permit (and any renewals or amendments) will be kept at the worksite at all times.
19. Permittee must identify any agents/representatives/contractors/subcontractors (e.g., names, phone numbers, etc.) retained to perform the above-mentioned work. Additionally, Permittee will provide the name and contact information of the worksite supervisor prior to the commencement of any work. If any of this information changes, Permittee will notify the NPS immediately and provide updated information.
20. Permittee shall obtain all necessary permits/authorizations required by outside agencies for work under this permit. Permittee shall supply NPS with copies of these permits before any work covered by said permits begins.

21. During the duration of this project, Permittee shall be responsible for the provision and maintenance of proper signs, barricades and/or other means of warning the general public of dangers inherent in the project.
22. Traffic at the worksite is limited to necessary work vehicles belonging to Permittee (or its agents/representatives). Such vehicles shall be kept to a minimum. Further, they shall be operated and parked in a manner that causes no damage to park facilities and/or resources (including sod and tree roots). The Permittee has the NPS permission to do use NPS land at night during their operation. Work vehicles not displaying a valid vehicle pass (available from the NPS) are subject to ticketing. Personal vehicles shall be parked in available public parking spaces.
23. Except as otherwise stated in this permit, road or lane closures and other interruptions of traffic flows in or around the worksite must comply with the "Manual of Uniform Traffic Control Devices" (MUTCD).
24. Copies of any traffic plan developed in connection with the work arising under this permit will be submitted to the NPS and kept at the worksite at all times.
25. All work activities must conform to OSHA safety standards. All excavations will be enclosed with perimeter safety fencing and/or covered by steel plates when work is not in progress.
26. All accidents or damage of any kind happening at or around the worksite, directly or indirectly caused, witnessed or otherwise learned of by Permittee (or its representatives or employees), must be reported to the Park immediately. These include injuries to people or to flora or fauna.
27. Permittee shall comply with all instructions issued by the United States Park Police, or other official representatives of the National Park Service (NPS), as directed by the Superintendent.
28. Permittee shall coordinate the performance of its work with the NPS and, specifically, Joe Kish, Acting Environmental Protection Specialist (joe_kish@nps.gov, 202-895-6079 (office), 202-895-6075 (fax)). All requests, correspondence, and meetings desired with the NPS pertaining to this permit shall be negotiated by Permittee only. All contractors, subcontractors or consultants must channel their communications with the NPS through Permittee, or his/her designated representative.

Environmental & Cultural/Historical Protection/Preservation

29. Permittee shall take adequate measures, at its own expense and as directed and approved by the Park Superintendent (or his/her representative), to prevent, minimize or repair damage caused by Permittee to park resources. This may include restoration, soil conservation and protection measures, as well as landscaping and the repair of roads, trails, fences, etc.
30. Permittee will submit to the NPS one or more color photographs clearly depicting worksite conditions existing at the start of work and all park land that will be disturbed under this permit.
31. Any artifacts disturbed during the project will be promptly reported to the NPS. Should Permittee uncover what appears to be something of cultural, historical, paleontological or archeological significance, or a threatened or endangered species, work will immediately cease in the affected area pending a proper investigation of the worksite by the NPS. NPS will determine if and when work in that area may resume.

32. Any human remains discovered during the project will be promptly reported to the Superintendent and Cultural Resource Program Manager for the Park. Work will immediately cease at the worksite pending a proper investigation by the NPS. NPS will determine if and when work may resume.
33. No vegetation on park land may be cut or destroyed without first obtaining approval from the Park Superintendent (or his/her representative). Work impacting vegetation shall be mitigated as follows:
 - a. Each tree located within, or within the immediate vicinity of, the LOD with a diameter at breast height (dbh) of three (3) inches or more will be encircled with wooden snow fencing along its drip line. Only hand tools may be used within the drip lines of these trees.
 - b. Damaged shrubs or trees will be replaced in kind. Tree size replacement will be 1 to 1 on a dbh basis. Only trees approved by the Superintendent (or his/her representative) can be used. Permittee will be responsible for the maintenance of such replacement vegetation for one year following project completion.
 - c. All damaged turf areas will be restored with clean fill (including at a minimum a 6-inch layer of top soil) and sod to establish a uniform stand of turf in accordance with the NPS-NCR "Turf Maintenance Specification" (available upon request).
34. Permittee shall cause its contractor(s) to comply with all Federal, state, and local regulations pertaining to environmental compliance. These include but are not limited to the Resource Conservation Recovery Act (RCRA), the Clean Water Act (CWA), the Clean Air Act (CAA), the Oil Pollution Act (OPA) and OSHA 1910.120 (Hazardous Waste). Permittee must show proof of corresponding licenses (if applicable) when performing work on NPS property.
35. Any portion of the worksite existing on park land shall be kept free of trash and construction debris at all times. All debris is to be cleaned and removed from the work site on a daily basis. Any waste or erosion materials introduced to this area shall be promptly removed, and the affected property cleaned, stabilized, or restored, by Permittee to the satisfaction of the NPS.
36. No temporary toilet facility (e.g., portable toilet) or orange fencing shall be present on park property, unless expressly requested by Permittee and approved by the Superintendent (or his/her representative).
37. No refueling or maintenance of equipment on park property is permitted; neither is the storage of hazardous materials. Further, if a hazardous material (e.g., gasoline) is on-site, an approved Spill Response Kit must be present at all times, and any personnel working at the site shall be trained in the use of the Kit. All spills or discoveries of a contaminant or hazardous material must be reported to the Park, and tended to, immediately.
38. In connection with this project, no waste, dust or erosion material shall be allowed to enter natural or manmade water or sewer systems. Any spills, discharges or accumulations of waste, dust or erosion material directly or indirectly arising from the work performed in connection with this permit shall be immediately remediated and the affected property shall be immediately cleaned, stabilized and restored.
39. Use of pesticides and/or herbicides on park lands is prohibited without prior written approval from the Superintendent (or his/her representative).

40. Work performed in connection with this permit shall comply with all applicable noise ordinances.

Liability & Insurance

41. 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 Permittee, its agents or employees, or third parties, from any cause or causes directly or indirectly arising from the work performed in connection with this permit, and Permittee hereby covenants and agrees to cause its contractor(s) to indemnify, defend, save and hold harmless the United States, its agents and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or growing out of the same.
42. As authorized by 16 U.S.C. 3a, the National Park Service will recover any direct and/or indirect costs directly or indirectly arising from the work performed in connection with this permit. This may include, but is not limited to, personnel services, resources damage or restoration, and/or clean up.
43. Permittee will cause its contractor(s) to be liable for any and all damages arising from the actions or omissions of its representatives, agents or employees, directly or indirectly connected to the work performed under this permit. In particular, Permittee will cause its contractor(s) to be fully liable for any and all damage caused (by it or one of its agents/contractors) to the person or property of park staff or users.
44. Permittee is also fully responsible for any and all damages to the Park's infrastructure, including trails and roads, arising from the actions or omissions of its representatives, agents or employees, directly or indirectly connected to the work performed under this permit. If such damage occurs, Permittee (at its own expense) shall, at the direction of the NPS, submit detailed plans for the repair, restoration and/or replacement of such infrastructure (e.g., using seed-free straw, silt fencing, park-approved grass seed, clean topsoil) and will restore the Park to its original condition, to the fullest extent possible.
45. To the extent that work under this permit is performed by non-Governmental persons or organizations, Permittee shall require such persons or organizations to post a performance bond in the amount of \$20,000. The bond shall cover any actions or omissions, directly or indirectly connected with the work performed under this permit.
46. Permittee hereby agrees to cause its contractor(s) to accept responsibility and assume liability for any and all tort claims arising from Permittee's actions or omissions, or the actions or omissions of any of its representatives, agents, employees, contractors and/or contractors' employees, directly or indirectly connected with the work performed under this permit, to the extent permitted by law. To the extent that such work is performed by non-Governmental persons or organizations, Permittee shall require such persons or organizations to do the following for any actions or omissions directly or indirectly connected with the work performed under this permit:
- a. Procure public and employee liability insurance from responsible companies with a minimum limitation of \$1,000,000 (one million dollars) per person for any one claim and an aggregate limit of \$3,000,000 (three million dollars) for any number of claims arising from any one incident. The United States of America shall be named as an additional insured on all policies. The permit number will be included on said policy. All such policies shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles, thereunder, and such insurance policies shall be obtained by, be for the

account of, and be at the sole risk of the insured. Said insurance must cover any work performed in connection with this permit.

- b. Pay the United States the full value for all damages to the lands or other property of the United States caused by Permittee or by Permittee's employees, contractors, or employees of the contractors in connection with this permit.
- c. Indemnify, save and hold harmless and defend the United States against all fines, claims, damages, losses, judgments and expenses rising out of, or from any omission or activity in connection with activities under this permit.

The certificate of insurance will designate as certificate holder:

**United States Department of the Interior/National Park Service
Rock Creek Park
3545 Williamsburg Lane, N.W.
Washington, D.C. 20008
Attn: Cynthia Cox**

47. Notwithstanding any other terms and conditions contained herein, Permittee is subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 1511-1519 (2004) (the "Federal ADA"), 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 (2004 Supp.) (the "D.C. ADA"); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001), as the foregoing statutes were so amended and applicable at the time this permit was executed. Notwithstanding the foregoing, no officer, employee, director, member or other natural person or agent of Permittee shall have any personal, contractual liability in connection with the breach of the provisions of this Section. 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.
48. DDOT Point of Contact (POC) information:

Primary contact: Paul Hoffman, Program Manager Ward 3&4 (paul.hoffman@dc.gov, office 202.671.4577)
49. NPS Point of Contact (POC) information:
Primary contact: **Joe Kish**, Acting Environmental Protection Specialist (joe_kish@nps.gov, 202-895-6079 (office), 202-895-6075 (fax))
Secondary contact: **Nick Bartolomeo**, Chief of Resources Management (nick_bartolomeo@nps.gov, 202-895-6010 (office), 202-895-6015 (fax))

Project Completion

50. Upon expiration, revocation or termination of this permit, Permittee shall return the lands subject to the permit to as nearly the original condition as possible.
51. Once the project is complete, personnel from the NPS and Permittee will inspect the worksite together to determine what mitigation/restoration work, if any, will be needed.
52. Absent separate written notice from the NPS, this permit expires on August 1/2014. However, Permittee's obligations under this permit (e.g., mitigation/restoration work) will remain in full force and effect until fully satisfied.

IF ACCEPTABLE, PLEASE SIGN THIS PERMIT IN THE SPACE INDICATED AND RETURN THE COVER PAGE, AND PROOF OF LIABILITY INSURANCE AND/OR PERFORMANCE BOND (IF REQUIRED), BY LETTER OR FAX (202) 895-6015 TO:

ROCK CREEK PARK
3545 WILLIAMSBURG LANE NW
WASHINGTON, D.C. 20008

joe_kish@nps.gov
202-895-6075 (fax)

THIS PERMIT BECOMES VALID WHEN YOU RECEIVE THE SIGNATURE PAGE SIGNED BY THE AUTHORIZING OFFICIAL AND NOT BEFORE.

UNITED STATES DEPARTMENT OF THE INTERIOR
National Park Service

Special Use Permit

Kalmia Bridge Reconstruction

Rock Creek Park

Long Term (not to exceed 5 years)

Date Permit Reviewed: Dec. 2012

Short Term (not to exceed 1 year)

Date Permit Expires: 8/31/2014

Permit #: NCR ROCR 9500 076

Paul Hoffman

of District Department of Transportation (DDOT)
55 M Street, SE
Washington, D.C. 20003
202-671-4710

is hereby authorized during the period from 7:00 AM December 17, 2012 through 7:00 AM August 31, 2014, to use the following described land or facilities in the above named area:

U.S. Reservations 339 & 433

For the purpose(s) of:

Using park land to access the Kalmia Road Bridge for its total replacement

Authorizing legislation or other authority (RE - DO-53): 16 U.S.C. § 1

NEPA Compliance: CATEGORICALLY EXCLUDED EA/FONSI EIS OTHER APPROVED PLANS

PERFORMANCE BOND: Required Not Required Amount: see below

LIABILITY INSURANCE: Required Not Required Amount: see below

ISSUANCE of this permit is subject to the conditions on the reverse hereof and appended pages and when appropriate to the payment to the U.S. Dept. of the Interior, National Park Service of the sum of \$0.

The undersigned Permittee attests, under the penalty of perjury, that he/she has read this permit in its entirety, that he/she understands and accepts its terms, covenants, obligations, and reservations, expressed or implied herein, and that each individual performing or managing work under this permit will be familiar with said terms, covenants, obligations, and reservations prior to the commencement of any such work by that individual.

PERMITTEE

Paul W. Hoffman Program Manager 3/5/2013
Signature Title Date

Authorizing Official

Cynthia Cox Deputy Superintendent 3/15/13
Signature Title Date

CONDITIONS OF THIS PERMIT

General Provisions

1. Performing work within a National Park is a privilege. Rock Creek Park (hereinafter "the Park") was established in 1890 for the scenic and recreational enjoyment of the people of the United States. Congress has directed the Park to "provide for the preservation from injury or spoliation of all timber, animals, or curiosities ... and the retention of their natural condition, as nearly as possible." In the course of conducting the work described herein, Permittee shall respect this mission.
2. Permittee's activities under this permit are subject to the supervision of the Superintendent, and shall comply with all applicable laws and regulations of the area (e.g., codes, ordinances), including those pertaining to health, safety, sanitation, and the protection/preservation of natural/cultural/historical resources.
3. The NPS reserves the right to halt any operation within its jurisdiction, in part or whole, which is determined to be detrimental to the public interest. If such right is exercised, the NPS will determine when, if ever, work may resume. Work will be permitted to resume only if a proper method can be devised to prevent such detrimental behavior from reoccurring.
4. Revocation - This permit may be terminated upon breach of any of the conditions herein or at the discretion of the Superintendent.
5. Any alterations to this permit must be in writing and signed by the parties. Renewals/extensions will be subject to regulations existing at the time of renewal/extension and such other terms and conditions deemed necessary to protect the public interest.
6. Damages - Permittee shall cause its contractor(s) to pay the United States for any damage resulting from this use which would not reasonably be inherent in the use which Permittee is authorized to make of the land described in this permit.
7. Benefit - Neither Members of, nor Delegates to Congress, or Resident Commissioners shall be admitted to any share or part of this permit or derive, either directly or indirectly, any pecuniary benefits to arise therefrom. Provided, however, that nothing herein contained shall be construed to extend to any incorporated company, if the permit be for the benefit of such corporation.
8. Assignment - This permit may not be transferred or assigned without the consent of the Superintendent, in writing.
9. Permittee is prohibited from giving false information; to do so will be considered a breach of conditions and be grounds for revocation [Re: 36 CFR 2.32(4)].
10. Permittee agrees to share all data/information gathered or generated in the performance of work under this permit with the National Park Service.
11. Any decision by the National Park Service not to require performance of any provision herein shall not affect the National Park Service's right to require performance of said provision at any time thereafter, nor shall a waiver of any breach or default of this permit constitute a waiver of any subsequent breach or default or a waiver of any permit provision.

12. If any provision of this permit is deemed unlawful, unenforceable or otherwise invalid, all remaining provisions of this permit shall remain in full force and effect.
13. This permit does not authorize interference with any existing or proposed Federal projects that may be undertaken by the United States or with the management or administration of the National Park Service lands. This permit is subject to the right of the NPS to establish trails, roads, and other improvements and betterments over, upon or through Permittee's worksite described herein, and further to the use by travelers and others of existing or future roads, trails, and other improvements.
14. To the extent practicable, Permittee will submit materials required under this permit to the NPS in a paperless form (e.g., via email, flash drive).
15. This permit does not exempt Permittee (or its agents, representatives, contractors and/or subcontractors) from entrance, recreation or other applicable fees.

Scope of Work

16. Permittee is authorized to create an access road through the park down to the stream bed. To construct the road, DDOT will place filter fabric down on the road alignment, which will be finalized and approved by National Park Service personnel prior to construction. DDOT will place 15 inches of mulch on top of the fabric. The road will incorporate tree protection, and all DDOE-required soil and erosion protection measures will be maintained for the duration of the permit. Once the project is completed all mulch and filter fabric shall be removed. The area shall be restored and seeded with a park approved seed mixture.
17. The Permittee will be allowed to remove trees and vegetation within the park for this project. The park's arborist will assist in determining which trees will be removed or pruned prior to the start of construction. The Permittee will keep a log of all trees that are removed and provide this log to the National Park Service. This log will include the diameter at breast height (dbh) measurement, and will serve as the basis for determining the size and number of trees that will be replanted within the project's limits of disturbance at the completion of this permit.
18. The Permittee will submit a restoration and maintenance plan to the National Park Service for the area disturbed during construction. The plan will include tree replacement, see item 17, and will detail monitoring, maintenance, and invasive removal efforts to be conducted on the property for 5 years.
19. The Permittee will demolish the existing wing walls and culvert to install a new bridge and wing walls. One of the wing walls, currently on NPS property, will be reconstructed in the same general location as the existing wall, but will be shorter in length. Similar to current practices, the Permittee will be responsible for maintenance of the wing wall, and will be required to obtain a Special Use permit from the National Park Service each time access is needed to perform maintenance.
20. The Permittee has proposed a traffic detour for this project that passes over National Park Service roads. The Permittee will work with the National Park Service to alter or reduce the use of NPS roadways for this detour, the final version of which will be subject to NPS approval.
21. At the earliest possible time, Permittee will provide the NPS with copies of any and all documentation

utilized in the performance of the work or generated as a consequence of the work, including diagrams, schematics, drawings, reports, surveys, and/or plans of any kind (e.g., architectural drawings, security plans for park users, storm water management plans, erosion & sediment control measures). In the event that such documentation changes, Permittee will promptly submit updated copies to the NPS.

22. Permittee has permission to perform only work specifically outlined in this permit. Any additional work cannot be undertaken until it has been reviewed and approved by the Park Superintendent (or his/her representative). A copy of this permit (and any renewals or amendments) will be kept at the worksite at all times.
23. Permittee must identify any agents/representatives/contractors/subcontractors (e.g., names, phone numbers, etc.) retained to perform the above-mentioned work. Additionally, Permittee will provide the name and contact information of the worksite supervisor prior to the commencement of any work. If any of this information changes, Permittee will notify the NPS immediately and provide updated information.
24. Permittee shall obtain all necessary permits/authorizations required by outside agencies for work under this permit. Permittee shall supply NPS with copies of these permits before any work covered by said permits begins.
25. During the duration of this project, Permittee shall be responsible for the provision and maintenance of proper signs, barricades and/or other means of warning the general public of dangers inherent in the project.
26. Traffic at the worksite is limited to necessary work vehicles belonging to Permittee (or its agents/representatives). Such vehicles shall be kept to a minimum. Further, they shall be operated and parked in a manner that causes no damage to park facilities and/or resources (including sod and tree roots). The Permittee has not requested evening, night or weekend work for this project. Work vehicles not displaying a valid vehicle pass (available from the NPS) are subject to ticketing. Personal vehicles shall be parked in available public parking spaces.
27. Except as otherwise stated in this permit, road or lane closures and other interruptions of traffic flows in or around the worksite must comply with the "Manual of Uniform Traffic Control Devices" (MUTCD).
28. Copies of any traffic plan developed in connection with the work arising under this permit will be submitted to the NPS and kept at the worksite at all times.
29. All work activities must conform to OSHA safety standards. All excavations will be enclosed with perimeter safety fencing and/or covered by steel plates when work is not in progress.
30. All accidents or damage of any kind happening at or around the worksite, directly or indirectly caused, witnessed or otherwise learned of by Permittee (or its representatives or employees), must be reported to the Park immediately. These include injuries to people or to flora or fauna.
31. Permittee shall comply with all instructions issued by the United States Park Police, or other official representatives of the National Park Service (NPS), as directed by the Superintendent.
32. Permittee shall coordinate the performance of its work with the NPS and, specifically, Joe Kish, Acting Environmental Protection Specialist (joe_kish@nps.gov, 202-895-6079 (office), 202-895-6075 (fax)). All

requests, correspondence, and meetings desired with the NPS pertaining to this permit shall be negotiated by Permittee only. All contractors, subcontractors or consultants must channel their communications with the NPS through Permittee, or his/her designated representative.

Environmental & Cultural/Historical Protection/Preservation

33. Permittee shall take adequate measures, at its own expense and as directed and approved by the Park Superintendent (or his/her representative), to prevent, minimize or repair damage caused by Permittee to park resources. This may include restoration, soil conservation and protection measures, as well as landscaping and the repair of roads, trails, fences, etc.
34. Permittee will submit to the NPS one or more color photographs clearly depicting worksite conditions existing at the start of work and all park land that will be disturbed under this permit.
35. Any artifacts disturbed during the project will be promptly reported to the NPS. Should Permittee uncover what appears to be something of cultural, historical, paleontological or archeological significance, or a threatened or endangered species, work will immediately cease in the affected area pending a proper investigation of the worksite by the NPS. NPS will determine if and when work in that area may resume.
36. Any human remains discovered during the project will be promptly reported to the Superintendent and Cultural Resource Program Manager for the Park. Work will immediately cease at the worksite pending a proper investigation by the NPS. NPS will determine if and when work may resume.
37. No vegetation on park land may be cut or destroyed without first obtaining approval from the Park Superintendent (or his/her representative). Work impacting vegetation shall be mitigated as follows:
 - a. Each tree located within, or within the immediate vicinity of, the LOD with a diameter at breast height (dbh) of three (3) inches or more will be encircled with wooden snow fencing along its drip line. Only hand tools may be used within the drip lines of these trees.
 - b. Damaged shrubs or trees will be replaced in kind. Tree size replacement will be 1 to 1 on a dbh basis. Only trees approved by the Superintendent (or his/her representative) can be used. Permittee will be responsible for the maintenance of such replacement vegetation for one year following project completion.
 - c. All damaged turf areas will be restored with clean fill (including at a minimum a 6-inch layer of top soil) and sod to establish a uniform stand of turf in accordance with the NPS-NCR "Turf Maintenance Specification" (available upon request).
38. Permittee shall cause its contractor(s) to comply with all Federal, state, and local regulations pertaining to environmental compliance. These include but are not limited to the Resource Conservation Recovery Act (RCRA), the Clean Water Act (CWA), the Clean Air Act (CAA), the Oil Pollution Act (OPA) and OSHA 1910.120 (Hazardous Waste). Permittee must show proof of corresponding licenses (if applicable) when performing work on NPS property.
39. Any portion of the worksite existing on park land shall be kept free of trash and construction debris at all times. All debris is to be cleaned and removed from the work site on a daily basis. Any waste or erosion materials introduced to this area shall be promptly removed, and the affected property cleaned, stabilized,

or restored, by Permittee to the satisfaction of the NPS.

40. No temporary toilet facility (e.g., portable toilet) or orange fencing shall be present on park property, unless expressly requested by Permittee and approved by the Superintendent (or his/her representative).
41. No refueling or maintenance of equipment on park property is permitted; neither is the storage of hazardous materials. Further, if a hazardous material (e.g., gasoline) is on-site, an approved Spill Response Kit must be present at all times, and any personnel working at the site shall be trained in the use of the Kit. All spills or discoveries of a contaminant or hazardous material must be reported to the Park, and tended to, immediately.
42. In connection with this project, no waste, dust or erosion material shall be allowed to enter natural or manmade water or sewer systems. Any spills, discharges or accumulations of waste, dust or erosion material directly or indirectly arising from the work performed in connection with this permit shall be immediately remediated and the affected property shall be immediately cleaned, stabilized and restored.
43. Use of pesticides and/or herbicides on park lands is prohibited without prior written approval from the Superintendent (or his/her representative).
44. Work performed in connection with this permit shall comply with all applicable noise ordinances.

Liability & Insurance

45. 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 Permittee, its agents or employees, or third parties, from any cause or causes directly or indirectly arising from the work performed in connection with this permit, and Permittee hereby covenants and agrees to cause its contractor(s) to indemnify, defend, save and hold harmless the United States, its agents and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or growing out of the same.
46. As authorized by 16 U.S.C. 3a, the National Park Service will recover any direct and/or indirect costs directly or indirectly arising from the work performed in connection with this permit. This may include, but is not limited to, personnel services, resources damage or restoration, and/or clean up.
47. Permittee will cause its contractor(s) to be liable for any and all damages arising from the actions or omissions of its representatives, agents or employees, directly or indirectly connected to the work performed under this permit. In particular, Permittee will cause its contractor(s) to be fully liable for any and all damage caused (by it or one of its agents/contractors) to the person or property of park staff or users.
48. Permittee is also fully responsible for any and all damages to the Park's infrastructure, including trails and roads, arising from the actions or omissions of its representatives, agents or employees, directly or indirectly connected to the work performed under this permit. If such damage occurs, Permittee (at its own expense) shall, at the direction of the NPS, submit detailed plans for the repair, restoration and/or replacement of such infrastructure (e.g., using seed-free straw, silt fencing, park-approved grass seed, clean topsoil) and will restore the Park to its original condition, to the fullest extent possible.
49. To the extent that work under this permit is performed by non-Governmental persons or organizations,

Permittee shall require such persons or organizations to post a performance bond in the amount of \$50,000. The bond shall cover any actions or omissions, directly or indirectly connected with the work performed under this permit.

50. Permittee hereby agrees to cause its contractor(s) to accept responsibility and assume liability for any and all tort claims arising from Permittee's actions or omissions, or the actions or omissions of any of its representatives, agents, employees, contractors and/or contractors' employees, directly or indirectly connected with the work performed under this permit, to the extent permitted by law. To the extent that such work is performed by non-Governmental persons or organizations, Permittee shall require such persons or organizations to do the following for any actions or omissions directly or indirectly connected with the work performed under this permit:
- a. Procure public and employee liability insurance from responsible companies with a minimum limitation of \$1,000,000 (one million dollars) per person for any one claim and an aggregate limit of \$3,000,000 (three million dollars) for any number of claims arising from any one incident. The United States of America shall be named as an additional insured on all policies. The permit number will be included on said policy. All such policies shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles, thereunder, and such insurance policies shall be obtained by, be for the account of, and be at the sole risk of the insured. Said insurance must cover any work performed in connection with this permit.
 - b. Pay the United States the full value for all damages to the lands or other property of the United States caused by Permittee or by Permittee's employees, contractors, or employees of the contractors in connection with this permit.
 - c. Indemnify, save and hold harmless and defend the United States against all fines, claims, damages, losses, judgments and expenses rising out of, or from any omission or activity in connection with activities under this permit.

The certificate of insurance will designate as certificate holder:

**United States Department of the Interior/National Park Service
Rock Creek Park
3545 Williamsburg Lane, NW
Washington, DC 20008**

**Send insurance information to:
Rock Creek Park
Attn: Environmental Compliance Specialist
Permit NCR ROCR 9500 065
3545 Williamsburg Lane, NW
Washington, DC 20008**

51. Notwithstanding any other terms and conditions contained herein, Permittee is subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 1511-1519 (2004) (the "Federal ADA"), 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 (2004 Supp.) (the "D.C. ADA"); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2001), as the foregoing statutes were so amended and applicable at the time this permit was executed.

Notwithstanding the foregoing, no officer, employee, director, member or other natural person or agent of Permittee shall have any personal, contractual liability in connection with the breach of the provisions of this Section. 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.

52. DDOT Point of Contact (POC) information:

Primary contact: Paul Hoffman, Program Manager Ward 3&4 (paul.hoffman@dc.gov), office 202.671.4577);

NPS Point of Contact (POC) information:

Primary contact: Joe Kish, Acting Environmental Protection Specialist (joe_kish@nps.gov, 202-895-6079 (office), 202-895-6075 (fax))

Project Completion

53. Upon expiration, revocation or termination of this permit, Permittee shall return the lands subject to the permit to as nearly the original condition as possible.
54. Once the project is complete, personnel from the NPS and Permittee will inspect the worksite together to determine what mitigation/restoration work if any, will be needed.
55. Absent separate written notice from the NPS, this permit expires on August 1, 2014. However, Permittee's obligations under this permit (e.g., mitigation/restoration work) will remain in full force and effect until fully satisfied.

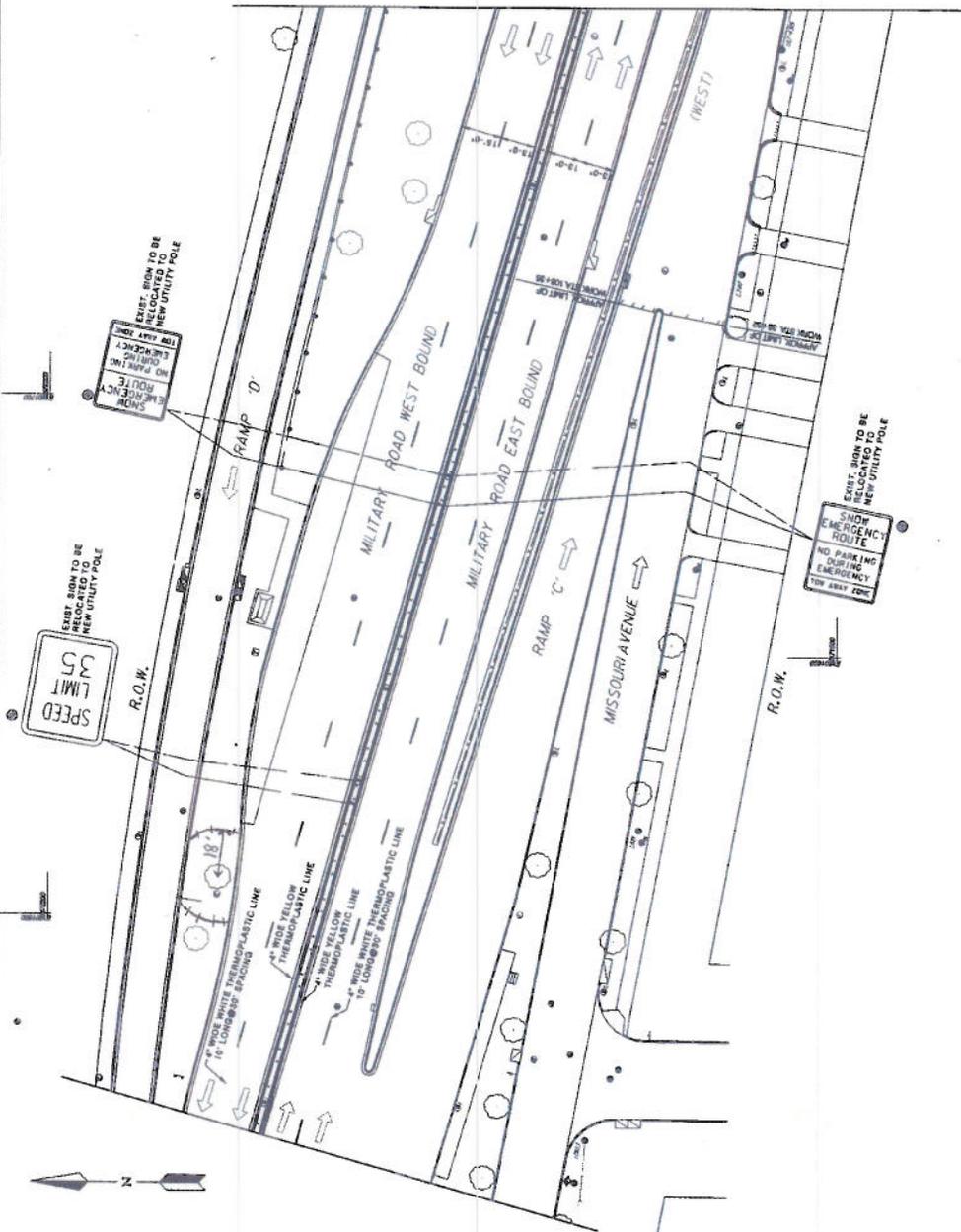
IF ACCEPTABLE, PLEASE SIGN THIS PERMIT IN THE SPACE INDICATED AND RETURN THE COVER PAGE, AND PROOF OF LIABILITY INSURANCE AND/OR PERFORMANCE BOND (IF REQUIRED), BY LETTER OR FAX (202) 895-6015 TO:

ROCK CREEK PARK
3545 WILLIAMSBURG LANE NW
WASHINGTON, D.C. 20008

joe_kish@nps.gov
202-895-6015 (fax)

THIS PERMIT BECOMES VALID WHEN YOU RECEIVE THE SIGNATURE PAGE SIGNED BY THE AUTHORIZING OFFICIAL AND NOT BEFORE.

DATE	NO.	BY	REVISION
11/15/00	1	J.C.	ISSUE FOR CONSTRUCTION
11/15/00	2	J.C.	ISSUE FOR CONSTRUCTION



NPS DRIPLINE PLAN

D.C. DEPARTMENT OF TRANSPORTATION
 INFRASTRUCTURE PROJECT
 MANAGEMENT ADMINISTRATION
 RECONSTRUCTION OF 18TH ST BRIDGE
 OVER MILITARY ROAD, NW AND
 MEDIAN BARRIER AND STREET LIGHT
 IMPROVEMENTS ON MILITARY ROAD

MILITARY ROAD
 SIGNING AND PAVEMENT IMPROVEMENTS
 STA. 60+00 TO STA. 64+50

NO.	DESCRIPTION	DATE	DATE

UD
 UNITED DESIGN ENGINEERS, P.C.
 1100 W. NORTH AVENUE, SUITE 200
 WASHINGTON, D.C.

- LEGEND**
- X EXISTING SIGN TO BE REMOVED
 - △ EXISTING FADED SIGN TO BE REPLACED WITH SAME MESSAGE
 - RELOCATE
 - PROPOSED SIGN TO BE INSTALLED



DATE	NO.	BY	REVISION
11/15/00	1	WJ	ISSUE FOR CONSTRUCTION

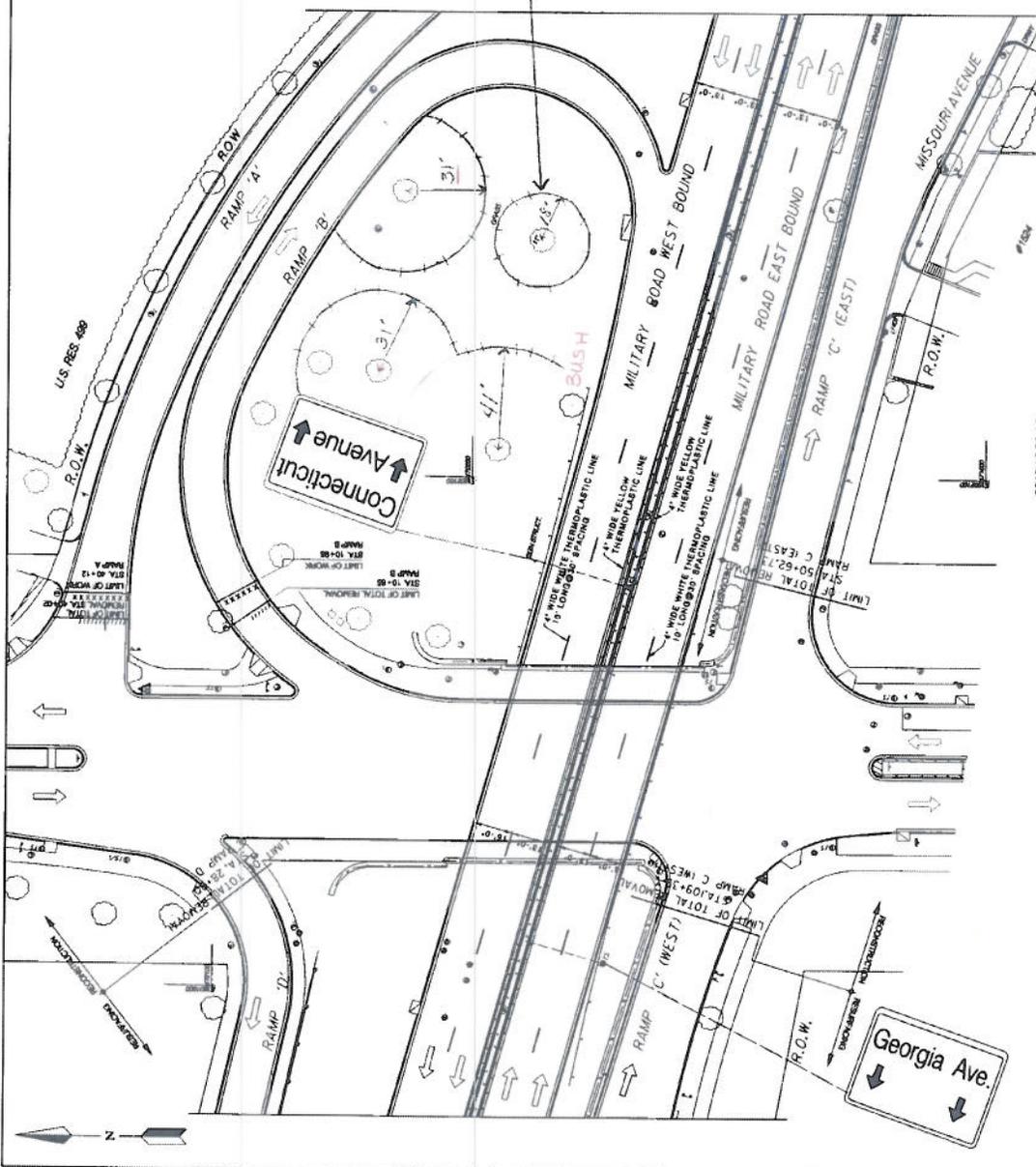
NOTE:
SEE SHEET 43 FOR SIGNING AND MARKING PLAN ON THE
15TH STREET BRIDGE.

TREE MAY BE REMOVED BY THE CONTRACTOR UPON APPROVAL OF
WRITTEN REQUEST SUBMITTED TO THE DISTRICT DEPARTMENT OF
TRANSPORTATION

NPS DRIPLINE PLAN

D.C. DEPARTMENT OF TRANSPORTATION
INFRASTRUCTURE PROJECT
MANAGEMENT ADMINISTRATION
RECONSTRUCTION OF 15TH ST BRIDGE
OVER MILITARY ROAD, NW AND
MEDIAN BARRIER AND STREET LIGHT
IMPROVEMENTS ON MILITARY ROAD

MILITARY ROAD
SIGNING AND PAVEMENT MARKINGS
STA. 64+50 TO STA. 69+00

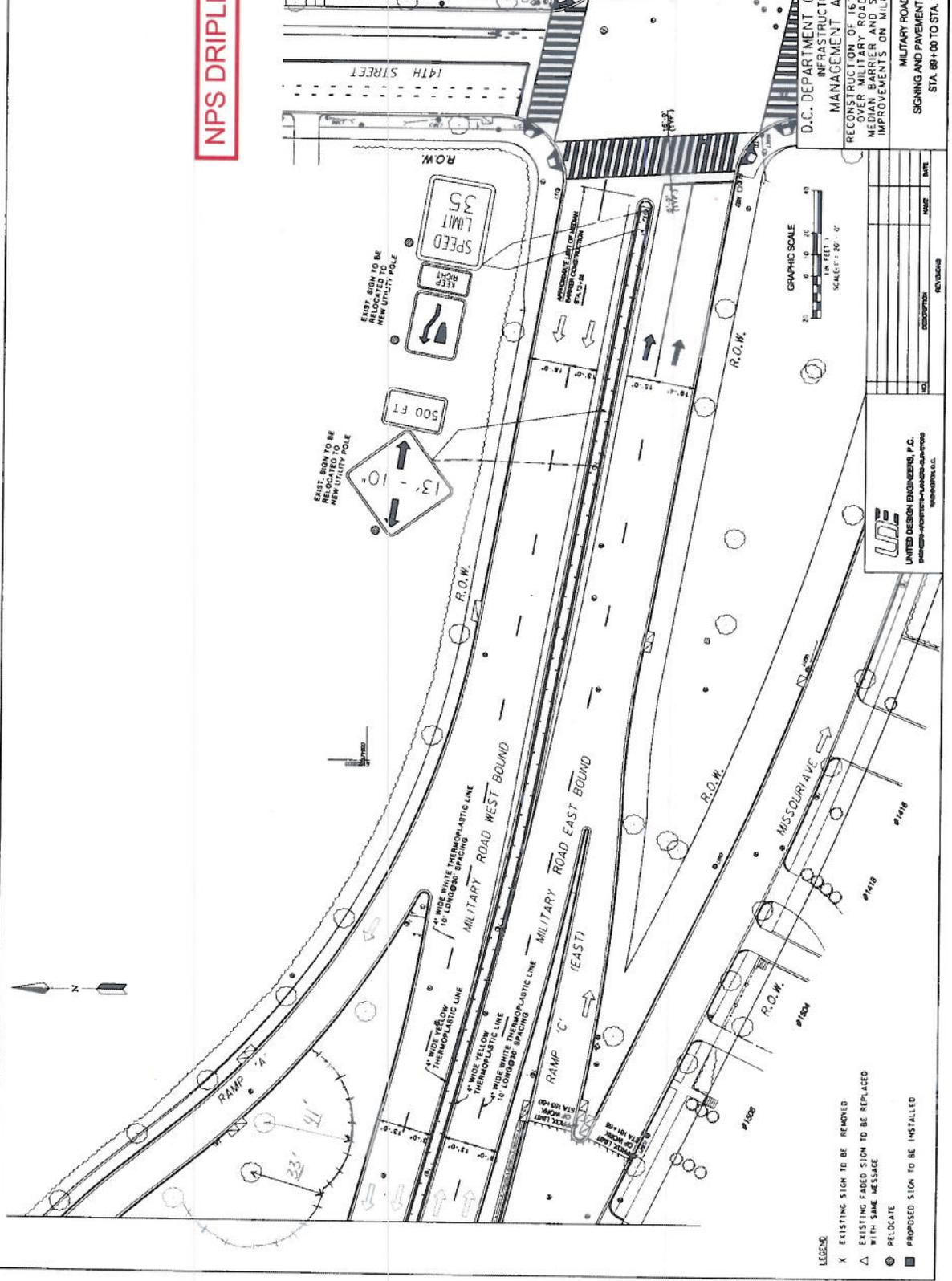


UD
UNITED DESIGN ENGINEERS, P.C.
ENGINEERS-ARCHITECTS-PLANNERS-INTERIORS
WASHINGTON, D.C.

NO.	DESCRIPTION	NAME	DATE

NPS DRIPLINE PLAN

DATE	BY	CHK	APP
1/15/10	JAC	JAC	JAC



D.C. DEPARTMENT OF TRANSPORTATION
 INFRASTRUCTURE PROJECT
 MANAGEMENT ADMINISTRATION
 RECONSTRUCTION OF 16TH ST BRIDGE
 MEDLEY BARRIERS, NEW AND
 IMPROVEMENTS ON MILITARY ROAD

NO.	DESCRIPTION	REVISION	DATE

UDE
 UNITED DESIGN ENGINEERS, P.C.
 ENGINEERS ARCHITECTS PLANNERS INTERIORS
 WASHINGTON, D.C.

- LEGEND:**
- X EXISTING SIGN TO BE REMOVED
 - △ EXISTING FADED SIGN TO BE REPLACED WITH SAME MESSAGE
 - RELOCATE
 - PROPOSED SIGN TO BE INSTALLED