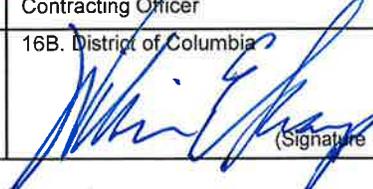


<b>AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT</b>			1. Contract Number <b>DCKA-2014-B-0074</b>	Page of Pages 1   <b>23</b>
2. Amendment/Modification Number <b>Amendment 7</b>	3. Effective Date See Box 16C	4. Requisition/Purchase Request No.	5. Caption <b>Rehabilitation of Francis Scott Key Bridge</b>	
6. Issued by: District Department of Transportation Office of Contracting and Procurement 55 M Street, SE, 7 <sup>th</sup> Floor Washington, DC 20003		Code	7. Administered by (If other than line 6)	
8. Name and Address of Contractor (No. street, city, county, state and zip code)		9A. Amendment of Solicitation No. DCKA-2014-B-0074		
		9B. Dated (See Item 11) 10/6/2015		
		10A. Modification of Contract/Order No.		
		10B. Dated (See Item 13)		
Code	Facility			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
<input 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 _____ 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 ACKNOWLEDGMENT 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 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):				
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTORS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14</b>				
<b>X</b>	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. 27 DCMR 3601			
	B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data 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)			
<b>E. IMPORTANT:</b> 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.)				
This amendment is issued to:				
1. Extend the bid opening date: The bid opening date is extended until January 14, 2016 @ 2:00pm.				
2. Provide draft National Park Service Special Use Permit (19 pages)				
Except as provided herein, all terms and conditions of the document is 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 B. Lattimore Contracting Officer		
15B. Name of Contractor	15C. Date Signed	16B. District of Columbia	16C. Date Signed	
(Signature)			30 Dec 15	
		(Signature of Contracting Officer)		

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Revised 06-10  
Form 10-114

UNITED STATES DEPARTMENT OF THE INTERIOR  
National Park Service  
**National Capital Region**  
Special Use Permit

NAME
ORGANIZATION
ADDRESS
TELEPHONE NUMBER

Park Alpha Code: CHOH, GWMP, ROCR

Type of Use: Construction

Permit #: NCR (3100/3300/3450) 5700-14-001

is hereby authorized to use the following described land or facilities in the National Capital Region of the National Park Service, within the:

**Chesapeake and Ohio Canal National Historical Park**

**George Washington Memorial Parkway**

**Rock Creek Parkway** (for those areas beyond the limits of the District of Columbia's area for highway-related construction and maintenance rights)

The areas must be restored to the original conditions at the end of the permit.

The permit begins at \_\_\_\_\_ (Month/Day/Year)

The permit expires at \_\_\_\_\_ (Month/Day/Year).

SUMMARY OF PERMITTED ACTIVITY: DDOT is authorized to use parkland to make repairs to Key Bridge. The repair activities shall be in accordance with construction plans, plan addendums, and supplemental materials, including the Francis Scott Key Bridge Construction Access and Staging Areas (Attachment 1), which have been reviewed and approved by the NPS at the time of execution of this permit. Modifications to any of the planned activities on parkland, made subsequent to the issuance of the permit, shall require additional review and, if acceptable to the NPS, issuance of a NPS Permit Variance, using the format in Attachment 2. Request for a Permit Variance shall be made in writing and

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directed to the attention of the Point of Contact (POC) for the affected park area, or if more than one park is involved, to the relevant POCs.

Person on site responsible for adherence to the terms and conditions of the permit (include contact information): \_\_\_\_\_

Authorizing legislation or other authority: ~~16 U.S.C. 1-1a~~

NEPA Compliance: CATEGORICALLY EXCLUDED  EA/FONSI  EIS  PEPC #  
OTHER

APPLICATION FEE	Required <input checked="" type="checkbox"/> Not Required <input type="checkbox"/>	Amount \$ _____
PERFORMANCE BOND:	Required <input type="checkbox"/> Not Required <input checked="" type="checkbox"/>	Amount \$ _____
LIABILITY INSURANCE:	Required <input checked="" type="checkbox"/> Not Required <input type="checkbox"/>	Amount \$ <u>see permit conditions</u>
COST RECOVERY:	Required <input checked="" type="checkbox"/> Not Required <input type="checkbox"/>	Amount \$ <u>see permit conditions</u>
FACILITY USE FEE:	Required <input type="checkbox"/> Not Required <input checked="" type="checkbox"/>	Amount \$ _____
LOCATION FEE:	Required <input type="checkbox"/> Not Required <input checked="" type="checkbox"/>	Amount \$ _____

**ISSUANCE of this permit is subject to the attached conditions.** The undersigned hereby accepts this permit subject to the terms, covenants, obligations, and reservations, expressed or implied herein.

PERMITTEE \_\_\_\_\_

	Signature	Title
	Date	

Authorizing NPS Official \_\_\_\_\_

	Signature	Regional Director
	Date	

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*[Permit conditions listed on subsequent pages]*

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## CONDITIONS OF THIS PERMIT

1. The permittee is prohibited from giving false information; to do so will be considered a breach of conditions and be grounds for revocation: [36 CFR 2.32(a)(3)].
2. The permittee shall exercise this privilege subject to the supervision of the Regional Director or designee, and shall comply with all applicable Federal, State, county and municipal laws, ordinances, regulations, codes, and the terms and conditions of this permit. Failure to do so may result in the immediate suspension of the permitted activity or the termination of the permit.
3. If any provision of this permit shall be found to be invalid or unenforceable, the remainder of this permit shall not be affected and the other provisions of this permit shall be valid and be enforced to the fullest extent permitted by law.
4. The permittee is responsible for making all necessary contacts and arrangements with other Federal, State, and local agencies to secure required inspections, permits, licenses, etc.
5. Before commencement of work, permittee will provide the park's representative with copies of any and all documentation utilized in the performance of the work on National Park Service property, including diagrams, schematics, drawings, 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 park's representative.
6. Before commencement of any below-grade work that causes a soil disturbance, permittee shall have all below-grade utilities clearly marked on the ground surface by an approved utility search company. Further, permittee will submit a diagram of the worksite to the National Park Service, which clearly show the types and locations of all below-grade utilities.
7. Any artifacts disturbed during the project will be promptly reported to the park's representative. 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 National Park Service, who will determine if and when work in that area may resume.
8. Failure to comply with any of the terms and conditions of this permit may result in the immediate suspension or revocation of the permit. All costs associated with clean up or damage repairs in conjunction with a terminated permit will be the responsibility of the permittee.
9. This permit may be revoked at the discretion of the Regional Director upon 24 hours' notice, or without notice if damage to resources or facilities occurs or is threatened,

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- notwithstanding any other term or condition of the permit to the contrary.
10. 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, injuries, or death to any person or persons or property of any kind whatsoever, whether to the 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 shall require its contractor 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 damages growing out of the same.
  11. The permittee agrees to be fully responsible for the management, performance, use and safety in park areas involved in this authorization until the work is completed, inspected, and accepted. In addition, the permittee hereby agrees to require its contractor to accept responsibility and assume liability for any and all tort claims arising from the actions or omissions of its representatives or employees directly or indirectly connected with the work performed, the maintenance of, or the use of this facility to the greatest extent permitted by law. To the extent that the work is performed by non-Governmental persons, or organizations, the permittee shall require such persons or organizations to:
    - a. Procure public and employee liability insurance from responsible companies with a minimum limitation of one million dollars (\$1,000,000) per person for any one claim and a minimum aggregate limit of three million dollars (\$3,000,000) for any number of claims arising from any one incident. The United States of America shall be named as an additional on all such policies. 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 insured's sole risk.
    - b. Pay the United States the full value for all damages to the lands or other property of the United States caused by any omission or activity 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 arising out of, or from any omission or activity in connection this permit.
    - d. The permittee shall require its contractor to furnish documented evidence of this insurance coverage. Proof of this liability coverage shall be in the form of a certificate, policy rider or binder and include the policy number, period of coverage, and a statement naming the United States government as an additional named insured. The United States will be identified as follows:

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United States of America  
National Park Service  
National Capitol Region  
1100 Ohio Drive, SW  
Washington, D.C. 200024-2000

12. Permittee agrees to require its contractor to deposit with the park a bond in the amount of \$X,XXX,XXX.XX from an authorized bonding company or in the form of cash or cash equivalent, to guarantee that all financial obligations to the park will be met, including the restoration and rehabilitation of the permitted area.
13. Costs incurred by the park as a result of accepting and processing the application and managing and monitoring the permitted activity will be reimbursed by the permittee's contractor. Administrative costs and estimated costs for activities on site must be paid when the permit is approved. If any additional costs are incurred by the park, the permittee agrees to require its contractor to make restitution to the park at the conclusion of the permit. Should the estimated costs paid exceed the actual costs incurred; the difference will be returned to the permittee's contractor.
14. The person named on the permit as in charge of the permitted activity on-site must have full authority to make any decisions about the activity and must remain on-site at all times. He/she shall be responsible for all individuals, groups, vendors, etc. involved with the permit
15. As a condition of acceptance of this permit by the permittee and pursuant to 41 U.S.C. 22, "No Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon."
16. Nothing herein contained shall be construed as binding the Service or the District of Columbia to expend in any one 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 Service or the District of Columbia in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.
17. The parties agree that 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, as long as those individuals are acting within the scope of their office or employment. 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

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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.

18. This permit may not be transferred or assigned without the prior written consent of the Regional Director.

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*Add additional park specific conditions sequentially.*

19. All requests, correspondence, and meetings desired with the National Park Service (NPS) pertaining to this permit shall be negotiated by the permittee only. All contractors, subcontractors or consultants must channel their requests through the recognized representative of the permittee:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone Number

who, in turn, will contact the NPS.

NPS Contacts:

United States Park Police

Emergency/Incident reporting and assistance: (202) 610-7500

Chesapeake and Ohio Canal National Historical Park

Leigh Zahm, Leigh\_Zahm@nps.gov, 301-745-5815, cell: 301-491-6267

George Washington Memorial Parkway

Peter\_McCallum@nps.gov, office:703-289-2516, cell: 202-439-7322

Rock Creek Park

Primary contact: Joe Kish, Joe\_Kish@nps.gov, office: 202-895-6079

Secondary contact: Nick Bartolomeo, Nick\_Bartolomeo@nps.gov, office: 202-895-6010, cell: 202-579-8494

20. The permittee shall submit a work schedule 5 days prior to the initiation of work being performed on park land. The permittee shall notify the NPS representative 24 hours prior to starting work on park land, when the work is completed, and when the area is ready for final inspection.

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21. The permittee shall require its contractor to be responsible for the cost and repairs to any structures, facilities, installation, sod, soils, or landscape vegetation on park land damaged by the work authorized under this permit and shall, at the direction of the NPS, submit detailed plans for the repair, restoration and/or replacement of such. All parkland and structures disturbed by the work authorized by this permit will be restored to the satisfaction of the Regional Director or their designee. Restoration of turf areas shall be according to the NPS Specifications for Turf Restoration as provided in an attachment.
22. Construction will be allowed within the time periods from 7:00 a.m. - 4:00 p.m. and from 11:00 p.m. - 5:00 a.m. Monday through Friday. No work is authorized on Federal holidays. At the direction of the NPS, the permittee may be required to cease or restrict work activities on NPS lands on specific dates due to anticipated heavy park visitation on holidays or during permitted Special Events and First Amendment activities. See additional park specific restrictions in paragraphs below.
23. Staging and construction activities will not interfere with access to, and the conduct of business by, the Key Bridge Boathouse north of Key Bridge, along Water Street, NW.
24. Staging and construction activities will not interfere with access to Georgetown Waterfront Park, which is the constructed park area east/southeast of the intersection of 34th Street and Water Street, NW and south of Water Street, NW.
25. For George Washington Memorial Parkway lane closures; the permittee is required to provide the park representative seven-day advance notice to allow NPS time to include notice into the NPS weekly press release. No lane closures will be allowed during rush hours which are: morning rush hours 5:30 a.m. to 10:00 a.m. and evening rush hours 2:30 p.m. to 6:00 p.m. Lane closures may not be allowed on, and one day before and one day after specific dates due to anticipated heavy park visitation on holidays or during permitted Special Events and First Amendment activities. The permittee's contractor will work directly with the George Washington Memorial Parkway point of contact for specific review and approval of lane closures around these dates. Examples of these dates include but are not limited to the Marine Corps Marathon, Rolling Thunder, and Thanksgiving and Christmas.
26. All waste, litter, and debris generated by the permittee will be removed from NPS administered property daily so that NPS land and permitted work areas are maintained in a clean and presentable condition at all times.
27. No waste, dusts or erosion materials shall be allowed to enter natural or manmade water or sewer systems in or on NPS property by either direct or indirect action of the permittee. Any waste or erosion material inadvertently entering onto NPS property shall be removed and the affected property cleaned, stabilized, or restored the day that this condition is discovered, to the satisfaction of NPS representatives. Permittee shall take responsibility for all equipment used on NPS property during the permitted activities,

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- including any and all releases and/or discharges of hazardous substances, petroleum products, and non-hazardous wastes into the environment resulting from permitted activities. Permittee will assume responsibility for any such releases and discharges.
28. The permittee will develop and implement a screening plan to block the visual impacts of the construction staging areas from visitors to Georgetown Waterfront Park. The plan must be reviewed and approved by the National Park Service and by appropriate authorities (Advisory Neighborhood Commissioners, Old Georgetown Board) prior to implementation.
  29. This permit does not authorize the interference with any existing or proposed Federal projects which may be undertaken by the United States in the public interest.
  30. The permittee is required to maintain a complete (permit, enclosures, amendments and explanatory notes) and legible copy of the NPS permit at the work site at all times.
  31. The permittee will conduct a tree survey of the staging areas. All trees over one (1) inch diameter at breast height (DBH) will be surveyed. Prior to implementation of staging, the permittee will meet with National Park Service, who will review and approve the removal of, and impacts to, vegetation. Cutting of trees on NPS lands must be done with the approval, and in the presence of an official of the NPS. If trees need cut back to allow the access of equipment, it must conform to pruning standards of the ( ANSI-300 )American National Standard Institute for Tree Care Operations; Tree, Shrub, and Other Woody Plant Maintenance; Standard Practices, as adopted by the current publication of National Arborist Association, Inc.
  32. The tree protection zone of a tree shall be considered the tree's drip line, or the radius, in feet, equal to 1.5 times the diameter (dbh), in inches, of the tree, whichever is greater. When work is allowed within the tree protection zone by NPS, the Permittee will submit a tree and tree root protection plan for NPS approval before any work starts. This plan may include, but is not limited to, physical protection, root fertilization, root aeration, root pruning and crown pruning. All trees and tree root areas within the Permittee's work area, which in the opinion of NPS are liable to accidental damage. If NPS concludes that damage has occurred to the tree root system the permittee will perform all mitigation required by NPS.
  33. Any trees removed will be replaced by the permittee on a diameter inch for inch basis. The species, size, and planting location will be determined by the NPS. The permittee will plant the trees during either the spring or fall planting seasons, per NPS tree planting specifications (available upon request) and guarantee the trees for a period of 18 months.
  34. Wildlife protection: The Permittee shall notify the NPS designated representative of any unforeseen concerns pertaining to wildlife within the permitted area. Care shall be taken not to disturb any wildlife species (reptiles, migratory birds, raptors, or bats) found nesting, hibernating, estivating, or otherwise living in, or immediately nearby worksites. The NPS Natural Resource Manager shall respond to concerns of trapped or injured

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- wildlife.
35. All traffic and pedestrian management activities undertaken throughout the course of this project shall be undertaken in accordance with the latest “Manual of Uniform Traffic Control Devices” (MUTCD). The permittee shall provide documentation of such compliance prior to undertaking the work.
  36. Access to the agreed-upon work area on parkland shall be protected by Stabilized Construction Entrance(s) (SCE), in accordance with approved construction plans. Upon completion of the work, the permittee is responsible for removal of the SCE and restoration of all areas affected by use and access. Restoration of the turf shall be undertaken in accordance with NPS specifications for Turf Restoration; available on request from the GWMP point of contact.
  37. Permittee motor vehicle towpath and CCT access: motor vehicle operators associated with the permitted activity must comply with all state motor vehicle codes, traffic control devices, posted speed limit, and be operated on designated routes of travel only. Unless specifically stated otherwise, the maximum speed limit for the towpath is 15 miles per hour.
  38. All Permittee motor vehicle(s) traveling on the park towpath must visually display on the exterior of the vehicle, the company name. Private personally owned and non-identifiable vehicles are prohibited from traveling on the towpath. Vehicle(s) traveling on the towpath must yield to public traveling on the towpath by foot, bicycle and horseback. Permittee vehicle(s) parked along the towpath shall not prevent other vehicle travel to include emergency vehicles.
  39. When traveling on park property, permittee vehicles shall have a vehicle spill containment kit.
  40. With regard to objects falling from the construction site onto the park towpath, at the first occurrence or near miss to the public or employee, all construction activity taking place over park property shall cease and may not resume until authorized by C&O Canal safety officer or his/her designate.
  41. All construction vehicles using national park roadways shall carry a copy of this permit, and an approved construction traffic plan, if a plan was required under this permit.
  42. Limited parking of work vehicles is allowed in agreed-upon extended SCE construction areas on parkland. However, long term parking of work vehicles which are not in active use, is prohibited. Parking is prohibited for personal vehicles of employees of the contractor. Road shoulder parking is prohibited.
  43. All soils that are placed, or are in any way impacted, by this project shall be subject to testing, replacement, amendment and certification by the permittee to the effect that the finished soils qualities shall support successful tree and other landscape plant growth.

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Certification shall include all testing or origin documentation necessary to allow adequate NPS review. Compacted soil conditions resulting from project activities shall be corrected to a depth of not less than 3 feet below finished grade to a density of not more than 75 percent compaction.

44. Storage of fuel on NPS property is prohibited. Generators, compressors and other equipment as authorized by this permit shall be staged on spill containment pads, and an approved Spill Response Kit shall be on-site at all times. Refueling of generators and equipment on parkland may be permitted only if the permittee has obtained, in writing, prior NPS approval of a refueling schedule and agrees to comply with all park-specific permit conditions regarding refueling.
45. The contractor shall protect the environment, the workers and the public from spent material resulting from the bridge surface rehabilitation operations by the installation of a containment system. Depositing or dropping spent materials into bodies of water, or onto ground surfaces, trail, or roadways below the structure outside or below the work areas is to be prevented.
46. During the installation and removal of the containment system, permittee is shall:
  - a. Place traffic control signs informing the public of the construction zone. Signage will be placed along the towpath above and below the construction zone, prior to the installation and removal of the containment system. Signage will be erected and removed daily.
  - b. Signage shall be in accordance with the “Manual of Uniform Traffic Control Devices” (MUTCD) and is to be stationed in a manner so as to ensure adequate advance notice is provided to towpath pedestrians.
  - c. In conjunction with signage, permittee shall provide flaggers to ensure safe passage of visitors traveling through the work zone. Permittee shall not detain park visitors from traveling through the construction zone longer than fifteen minutes.
  - d. Flaggers shall have communication equipment capable of coordinating with construction activity taking place on Key Bridge.
47. In the event of any action or occurrence during the performance of the site activities, which causes or threatens a release of a hazardous substance into the environment that constitutes an emergency situation or may present an immediate threat to public health or welfare or the environment, the permittee shall immediately take all appropriate action to prevent, abate, or minimize such release or threat of release, and shall immediately notify the NPS points of contact. In such case, contingency measures will be implemented as noted under Contingency Measures, below:
  - a. Permittee will immediately stop operations.
  - b. All crew members will don appropriate personal protective equipment and take appropriate steps to abate and remediate the release.
  - c. Authorized activities will be suspended until conditions are found to be stable according to NPS determination.

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48. Permittee shall be responsible for the provision and maintenance of proper signs, fencing, barricades or other means of warning motorists and pedestrians of danger during all periods of construction, repair and maintenance.
49. The permittee agrees to ensure its contractor makes provisions to ensure the safety of park visitors, as part of the construction plans, detailing methods to protect the public from any work taking place, as well as from any incidental exposure to potentially hazardous dust and debris generated as a result of the work. Permittee agrees that all work will be performed in a safe and responsible manner to avoid hazards, accidents and injury to all workers, government employees, and park visitors and that all reasonable safety measures will be installed and maintained where risks or potential hazards are likely or evident.
50. Permittee is required to immediately report all injuries, accidents and/or criminal incidents. Emergency situations should be reported to the United States Park Police Dispatch. All other reports including safety near-misses shall be made to the respective park points of contact.
51. The permittee's representatives and contractors agree to comply with all reasonable direction and instructions issued by the United States Park Police and NPS representatives.
52. The possession and/or consumption of alcohol is prohibited on all Park property unless specifically identified in permit conditions.
53. Permittee shall ensure that there is an English speaking staff on site during all construction activity.
54. Notwithstanding any other term or condition of this permit, Permittee remains responsible for ensuring that its officers, employees, representatives, agents, and contractors comply fully with all terms and conditions of this permit.
55. Nothing in the preceding paragraphs shall be deemed to limit any authority of the United States, (a) to take all appropriate action to protect human health and the environment or to prevent, abate, respond to, or minimize an actual or threatened release of hazardous substances on, at, or from the site, or (b) to direct or order such action, or seek an order from the requisite Court, to protect human health and the environment or to prevent, abate, respond to, or minimize an actual or threatened release of hazardous substances on, at, or from the site. "Hazardous substance" shall, for purposes of this Permit, be defined as including any material identified as a "hazardous substance" pursuant to CERCLA section 101 (14), 42 U.S.C. section 9601 (14) or any petroleum product or waste.

## **Attachment 1**

### **Francis Scott Key Bridge - Temporary Construction Access and Staging Areas**

**Gore Area South of Key Bridge (Rosslyn, VA.)** – Grass area behind curb lines to be used for storage of MOT items such as orange drums, traffic cones, VMS and arrow boards, and temporary traffic signs. No storage of vehicles, debris or stored materials will be permitted and there will be no ground disturbance.

**Rosslyn Abutment (Adjacent to GWMP)** - Area in front of abutment, behind curb line of GWMP and sides of wing walls to typical limits indicated. Existing vegetation in close proximity to wing walls and vines growing on face of structure will need to be cut. Grass areas behind curb but outside of the typical limits of access offer an ideal area for Contractor vehicles to be parked during work hours only and are to be removed when no work is being performed. If grass areas are disturbed by the Contractor, these will be re-seeded at the completion of work. Any temporary lane closures on GWMP are to be arranged and permitted between the Contractor and GWMP.

**South Abutment (Adjacent to GWMP)** - Area beneath the bridge behind the guardwall on GWMP and sides of abutments to water's edge within the typical limits shown. Existing vegetation within the typical limits is to be cut and/or trimmed as required to perform work. Any temporary lane closures on GWMP are to be arranged and permitted between the Contractor and GWMP.

**North Abutment** – Area beneath bridge and within existing fencing as shown on the plate. Existing vegetation along sides of abutment within the typical limits to be cut and/or trimmed as required to perform the work. Access beneath Whitehurst Freeway is also required to perform the work. Any chain link fencing that is disturbed during construction is to be replaced by the Contractor. Provide fence and screening along the side which faces Washington Harbor to mitigate visual impacts meeting approval of the NPS.

**Pier 5** – Area between Water Street and the C & O Canal trail beneath bridge will be occupied during construction. Existing vegetation within the typical limits will be cut and/or trimmed as required to perform the work. The existing DDOT maintenance area in this area will need to be vacated during construction. A covered pedestrian enclosure on the C&O canal trail is required to protect the trail users from work being performed overhead.

**Georgetown Abutment** – Area beneath bridge from the C&O canal to face of abutment and along wing walls. The existing tow path will be occupied during construction and users will be detoured to the Canal trail on the other side. Access to this area will be from above and from sides of bridge. Existing vegetation along the sides of the wing walls within the typical limits to be cut and/or trimmed as required to perform the work.



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GEORGETOWN ABUTMENT

PIER 5

NORTH ABUTMENT

SOUTH ABUTMENT

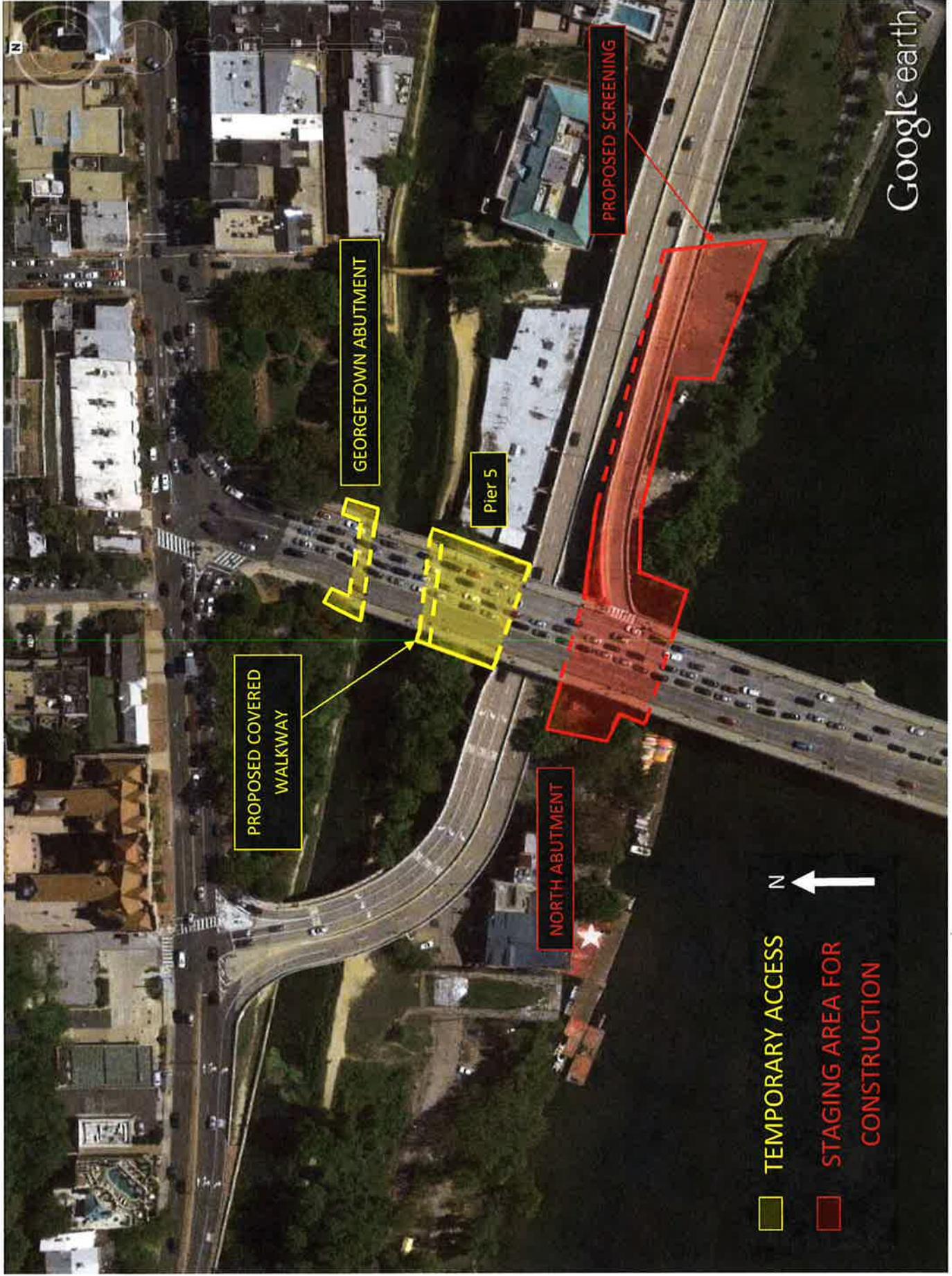
ROSSLYNN ABUTMENT

GORE AREA

TEMPORARY ACCESS

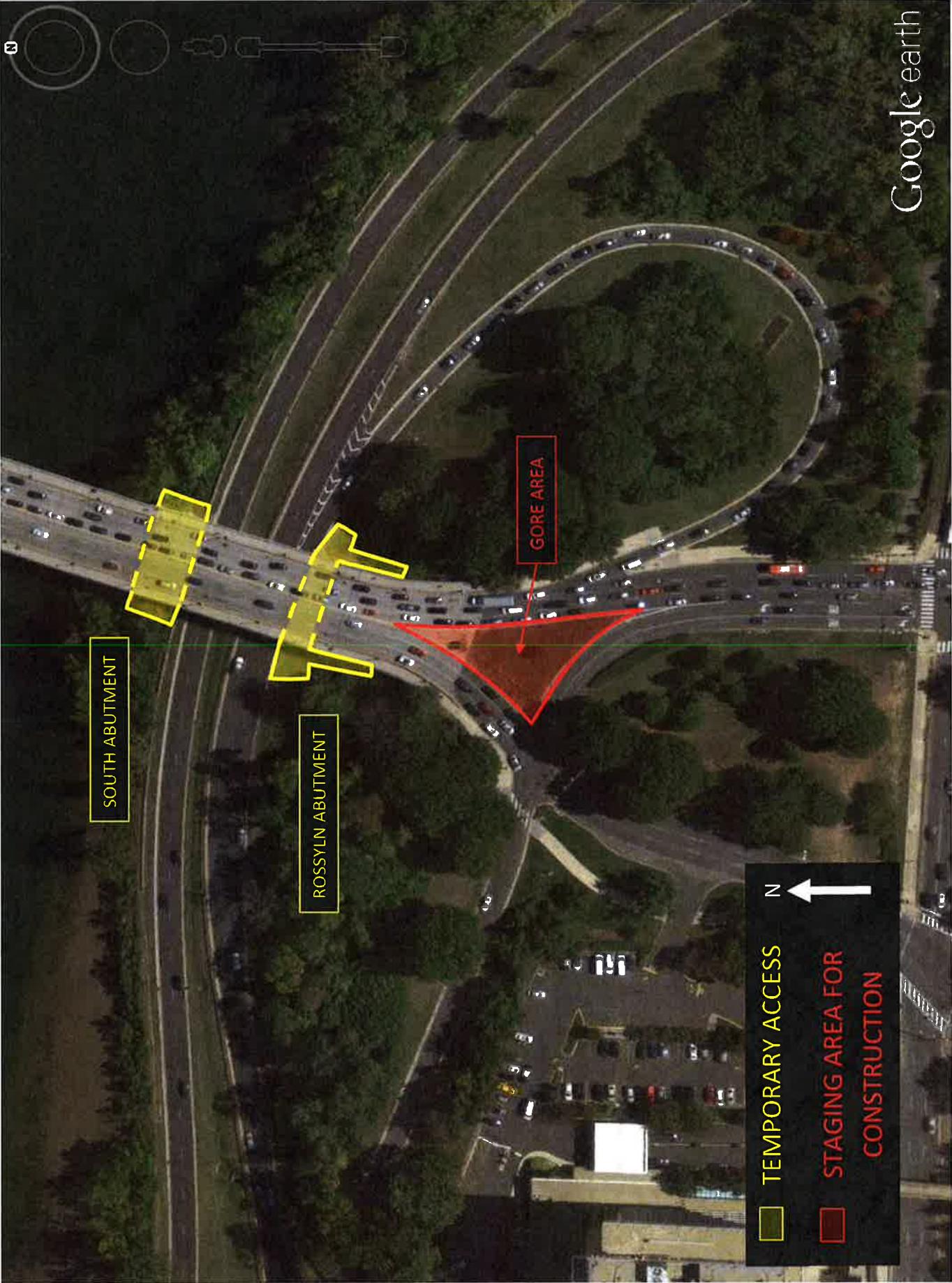
STAGING AREA FOR CONSTRUCTION

N



- TEMPORARY ACCESS
- STAGING AREA FOR CONSTRUCTION





**PERMIT VARIANCE**  
**Variance No. \_\_\_\_\_**

for Key Bridge Rehab,  
NCR Permit No. (3100 / 3300 / 3450) 5700-14-001,  
**Attachment 2**

PARK: (indicate CHOH / ROCR and/or GWMP):

Variance Initiation Date:

Variance Closure Date:

Variance APPROVED

Variance DENIED

*(The completed Variance is part of the permit record. The permittee is required to maintain a complete and legible copy of the permit, including Variances, other enclosures, amendments and explanatory notes, at the work site at all times.*

1. DESCRIPTION OF MODIFICATION / PROPOSED ACTIVITY:

*(Check the applicable variance)*

Permit expiration date? If so, indicate new PERMIT EXPIRATION \_\_\_\_\_

Permit TERMS AND CONDITIONS? If so, insert REVISION, below:

Permit ATTACHMENTS or EXHIBITS? If so, attach REVISED DOCUMENT(S):

2. HOW IS THIS A MODIFICATION / VARIANCE FROM APPROVED DOCUMENTS?

*(Add brief description)*

