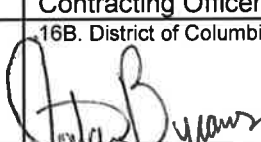


AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT			1. Contract Number DCKA-2017-B-0035		Page of Pages 1 1				
2. Amendment/Modification Number Two (2)		3. Effective Date See Box 16C		4. Requisition/Purchase Request No.		5. Solicitation Caption Rehabilitation of Anacostia Freeway Bridge over Nicholson			
6. Issued by: District Department of Transportation Office of Contracting and Procurement 55 M Street, SE, 7 th 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) Code Facility				X				9A. Amendment of Solicitation No. DCKA-2017-B-0035	
								9B. Dated (See Item 11) 5/11/2017	
								10A. Modification of Contract	
								10B. Dated (See Item 13)	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS									
<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 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 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):									
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14									
X		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 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)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.									
14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)									
Solicitation DCKA-2017-B-0035 is hereby amended as follows: 1. The attached (page 7R and NPS permit), replaces page 7 of the specification in its entirety. 2. All questions shall be submitted to anacostiafreewaybridge@dc.gov before the deadline of 12:00 pm on Friday May 26, 2017. All other terms and conditions remain unchanged.									
15A. Name and Title of Signer (Type or print)					16A. Name of Contracting Officer				
					Alaster Sampson Contracting Officer				
15B. Name of Contractor			15C. Date Signed		16B. District of Columbia			16C. Date Signed	
(Signature)					 (Signature of Contracting Officer)			5/26/17	

12. WORK AND STORAGE SPACE

This Special Provision supplements Section 103.01 Article 17B of the Standard Specifications.

The Contractor may use the pre-identified staging area in NPS land. The Contractor shall coordinate their activities with DDOT and NPS in advance. Usage of the staging area shall be in compliance with all requirements of the National Park Service. Refer to the attached permit to see the GENERAL AND PROJECT SPECIFIC CONDITIONS OF NATIONAL PARK SERVICE and the pre-identified staging area location map which is attached with amendment # 2 and it is part of this contract. The Contractor shall be fully responsible for providing additional storage space if needed, and for scheduling the delivery of materials to the project site.

An underground antenna is in the area within Ramp 5 shown in the Contract plans. The Contractor shall not be allowed to excavate or store materials or equipment in the antenna area.

The Contractor shall arrange their employee parking outside the staging area. Street parking in public, business or residential areas adjacent to the project site is subject to local regulations.

At the end of construction, the staging area shall be restored to its original condition to the satisfaction of the District and National Park Service.

All costs associated with the installation, maintenance and removal of items mentioned in the permit issued by national park services are incidental to all the items in the contract and they will not be measured and paid separately.

13. UTILITY STATUS

The District of Columbia Department of Transportation maintains coordination with the public utility companies during the preliminary engineering phase of the project. The Contractor shall maintain and continue this coordination throughout the construction of the project. Construction delays as a result of inadequate coordination shall be the Contractor's responsibility.

No utility company work outside the scope of the project is anticipated. However, it will be necessary for utility companies to perform work before, during, and/or after construction related to the Contract work being performed. Such work consists of inspection of furnished materials and utility supports installed by the Contractor and being present during any demolition or concrete placement in the vicinity of their facilities.

The Contractor's involvement and coordination with utility companies includes, but is not

Revised 06-10
Form 10-114

UNITED STATES DEPARTMENT OF THE INTERIOR
National Park Service
National Capital Parks-East
Special Use Permit

NAME	
Mr. Leif Dormsjo, Director	
ORGANIZATION	
District Department of Transportation	
ADDRESS	
55 M Street, S.E., Suite 300 Washington, D.C. 20003	
TELEPHONE NUMBER	Email
(202) 671- 4097	leif.dormsjo@dc.gov

Park Alpha Code: NACE
Type of Use: Short-term
Permit #: NCR NACE 6000 1620

Is hereby authorized to use the following described land or facilities named area shown below:
U.S. Reservation 343, Anacostia Park, Section D and E

The permit begins at 07:00 AM on 4/05/2017
The permit expires at 05:00 PM on 04/05/2018

SUMMARY OF PERMITTED ACTIVITY: (see attached sheets for additional information and conditions)

This permit will allow District Department of Transportation (DDOT) onto National Park Service (NPS) property to gain access to Anacostia Park, Anacostia Drive just north of the 11th Street Bridge, for the temporary use of 2 acres of park property as a staging area for materials to be used for the rehabilitation of three bridges on Anacostia Freeway (Interstate 295) over Nicholson Street, S.E., as well as the milling and resurfacing of the park entrance at Nicholson Street to Anacostia Drive, S.E., Washington, D.C. All permitted activity will be conducted in accordance with the scope of work submitted and approved by this office, dated August 19, 2016.

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

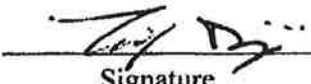
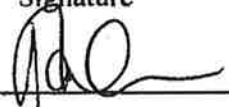
To be submitted according to the terms of permit condition # 8

NEPA Compliance: CATEGORICALLY EXCLUDED EA/FONSI EIS PEPC # 67491

OTHER

APPLICATION FEE	Received <u>x</u>	Not Required <u> </u>	Amount <u>\$ 250.00</u>
PERFORMANCE BOND:	Required <u>x</u>	Not Required <u> </u>	Amount <u>\$See condition #10</u>
LIABILITY INSURANCE:	Required <u>x</u>	Not Required <u> </u>	Amount <u>\$See condition #9</u>
COST RECOVERY:	Required <u> </u>	Not Required <u>x</u>	Amount <u>\$N/A</u>
FACILITY USE FEE:	Required <u> </u>	Not Required <u>x</u>	Amount <u>\$N/A</u>
LOCATION FEE:	Required <u> </u>	Not Required <u>x</u>	Amount <u>\$N/A</u>

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		Director	4/26/17
	Signature	Title	Date
Authorizing NPS Official		Superintendent	4/28/17
	Signature	Superintendent	Date

GENERAL CONDITIONS

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 Superintendent 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. Failure to comply with any of the terms and conditions of this permit may result in the immediate suspension or revocation of the permit. The Permittee is required to pay all costs associated with clean up or damage repairs in conjunction with a terminated permit.
6. This permit may be revoked at the discretion of the Superintendent upon 24 hours notice, or without notice if damage to resources or facilities occurs or is threatened, notwithstanding any other term or condition of the permit to the contrary.
7. 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 legal 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/grantee, 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 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.
8. The Permittee's contact person shall be Mr. Abdullahi Mohamed and he will be in charge of the permitted activity on-site must have full authority to make any decisions about the activity. The Permittee must notify Park Ranger Jamese Hemsley of the name(s) of the on-site representative(s) at least 7 days before the start of work on site. The Permittee's on-site representative must remain on-site at all times. He/she will be responsible for all individuals, groups, contractors, etc. involved with the permitted activity. Ms. Hemsley can be reached at (202) 690-5163 or at jamese_hemsley@nps.gov.
9. The Permittee shall require that its contractor liability insurance remain in full force during the entirety of the period covered by this Permit. The Permittee shall require its contractors be fully responsible for the management, performance, use and safety of the Site under this Permit, and, to the extent authorized by applicable law, accept responsibility and assume liability for any and all claims arising from the intentional, reckless or negligent actions or omissions of their representatives, employees, agents, contractors or subcontractors directly or indirectly connected with the work performed, or the

with the work performed, or the maintenance or use of the Site. The Permittee shall require all of its contractors and subcontractors to:

- 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 \$2,000,000 (two million dollars) for any number of claims arising from any one incident, or the minimum required by law, if any, whichever amount is greater. 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 insured's sole risk. A copy of the Certificate of Insurance evidencing proper insurance coverage and referencing the Permit number shall be provided to the Park Superintendent within 14 calendar days after selection of the contractor. No work shall be allowed to proceed under this Permit until the copy of said Certificate of Insurance is provided to the Park Superintendent.
- b) Pay the United States the full value for all damages to the lands or other property of the United States caused by the Permittee or by the Permittee's employees, agents, contractors, subcontractors, or employees of the contractors or subcontractors.
- c) Indemnify, save and hold harmless and defend the United States against all fines, claims, damages, losses, judgments, and expenses to the extent permitted by law rising out of, or from any omission or activity in connection with activities conducted under this Permit.

10. The Permittee shall require its contractor to supply the NPS with a (\$15,000.00) performance bond prior to beginning work. This request guarantees that the contractor will be in compliance with permit terms and conditions.

At the completion of permitted activity, the performance bond is returned to the Permittee once the NPS determines that the area of use has been left in acceptable condition. If a determination is made that the area of use is not left in acceptable condition (for example excessive litter or damage to resources and/or facilities), then the performance bond is retained by the NPS as reimbursement for the cost of recovery. Retention of the performance bond does not preclude the issuance of a Bill for Collection for any recovery costs that exceed the performance bond amount.

11. 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. The Permittee shall ensure that its contractors pays the estimated costs amount as required above.
12. Assignment - The Permit shall not be transferred or assigned without the consent of the Superintendent, in writing.
13. This Special Use Permit does not allow for the manipulation or modification of park property, facilities, or resources except for those expressly described in the summary of activity listed within this permit. No park resources (natural or otherwise) shall be marked, painted, or in any way defaced during the project. This excludes the temporary use of flagging tape, which shall be promptly removed upon project completion.

14. All emergencies (i.e. injuries, accidents) that occur on park property during permitted work shall be immediately reported to the U.S. Park Police (USPP) at (202) 610-7500 and to the Superintendent of National Capital Parks-East (202) 690-5127. Similarly, any safety concerns or problems observed on park property should be reported immediately to those same parties.
15. The Permittee shall require its contractors take adequate measures to avoid, prevent, minimize, and mitigate damages to park resources during all activities associated with this permit.
16. The Permittee and/or any subcontractors or contractors performing the permitted activity must have a signed copy of the permit, along with the enclosed conditions, in their possession and available for inspection at all times when working on park property.
17. Only the Permittee shall negotiate requests, correspondence, and meetings desired with the NPS. All contractors, subcontractors, or consultants must channel their requests through the recognized representative of the Permittee who, in turn, will contact the NPS.
18. The Permittee shall submit for review and approval to the NPS a written description of all proposed activities to be conducted on park property that are not specifically covered by this permit for approval. Any alterations to this permit must be in writing and signed by the Permittee and NPS before implementation.
19. The Permittee shall require its contractor take adequate measures as directed and approved by the Superintendent (or delegate) to prevent or minimize damage to park resources throughout the term of this permit. This may include restoration, soil conservation and protection measures, landscaping and repairing roads, trails, fences, etc., that may be affected outside of the permitted area.
20. No waste, dusts, or erosion materials shall be allowed to enter natural or manmade water or sewer systems in or on park property by either direct or indirect action of the Permittee's contractor. Any waste or erosion material entering onto park property shall be removed and the affected property cleaned, stabilized, or restored the day that the condition is discovered, to the satisfaction of NPS. The Permittee shall require its contractor take all necessary measures to prevent air, noise, and water pollution by any material and/or equipment used during this permitted activity.
21. The Permittee shall require its contractor keep the work site free of trash, mud, and construction debris. The work site shall be kept free of trash and construction debris to the extent possible.
22. No dirty or contaminated water, material, or chemical residue shall be discharged onto NPS property.
23. The Permittee shall require its contractor ensure that no spillage of contaminants, fuels, chemicals or other potentially hazardous substances, or damage from vehicles or equipment occurs.
24. In the event of any action or occurrence during the performance of the site activities that causes or threatens a release of a hazardous substance into the environment, or that constitutes an emergency situation, or that 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 point of contact. In such case, contingency measures will be implemented as following:

Contingency measures:

- a) Permittee and its contractors will immediately stop operations;

- b) All crew members will don appropriate personal protective equipment and take appropriate steps to abate and remediate the release; and
 - c) Authorized activities will be suspended until conditions are determined to be stable according to NPS's determination.
25. The Permittee shall require its contractor be responsible for any hazardous material cleanup because of spills from equipment or work activity. Hazardous material debris shall be removed from the park property to an approved landfill for hazardous materials.
26. The Permittee shall promptly report all spills occurring on park property, or into adjacent waters, to the 24-hour emergency number for USPP is (202) 610-7500, Superintendent of National Capital Parks-East (202) 690-5127, as well as to any other Federal or local government agencies as required by law. Any damage to park resources shall be reported during the next normal business day, during normal business hours, to the National Capital Parks-East Office of Resource Management at (202) 690-5160 and Park Ranger James Hemsley at (202) 690-5163 or at jamese_hemsley@nps.gov.
27. The NPS has the authority to stop the work activity if the weather conditions, turf conditions, resource impacts, or safety concerns warrant.
28. The Permittee shall require its contractor be responsible for the safety of all site visitors and shall provide the necessary direction, barricades, safety fencing, detours, and other safety measures to ensure visitor safety.
29. Any natural or cultural (historical and archeological) objects found during the permitted activity belong to the National Park Service. Notify Culture Resources Program Manager Katherine Birmingham at (202) 692-6048, and if such objects are found, Permittee shall notify Ms. Birmingham the day of discovery and turn over to the Baltimore Washington Parkway Superintendent immediately.
30. The Permittee will stop work immediately and notify the Superintendent of National Capital Parks-East (202) 690-5127, Culture Resources Program Manager Katherine Birmingham at (202) 692-6048 and United States Park Police (USPP) at (202) 610-7500 should any human burials or remains are uncovered or discovered on parkland.
31. The Permittee will provide the NPS point-of-contact (POC) with color digital photographs of the project area(s) prior to and completion of the permitted activity. Digital photographs will have a resolution of at least 300 pixels per inch, with orientation references. The NPS POC James Hemsley can be reached at (202) 690-5163 or at jamese_hemsley@nps.gov.
32. The Permittee shall send NPS weekly email updates on project status for the duration of the approved work. Updates should be sent to Park Ranger James Hemsley at jamese_hemsley@nps.gov. Failure to provide daily reports may result in suspension or termination of this permit by the Superintendent.
33. The Permittee agrees to comply with and be bound by the terms of this Permit and to undertake all actions set forth in this Permit. In any action by the NPS to enforce the terms of this Permit, the Permittee consents to and agrees not to contest the authority or jurisdiction of NPS to issue or enforce this Permit, and agrees not to contest the validity of the Permit or its terms.

PROJECT SPECIFIC CONDITIONS

34. The Permittee shall provide an installation date and or schedule of the permitted activities in advance to starting work to the NPS POC Park Ranger James Hemsley at (202) 690-5163 or at james_hemsley@nps.gov

35. Permitted work hours

Monday – Friday	Saturday	Sunday
00:00 – 24:00	00:00 - 06:00; 22:00 – 24:00	00:00 - 06:00; 22:00 – 24:00
	No work permitted 06:00 – 22:00	No work permitted 06:00 – 22:00

Federal holidays excluded. The permittee may submit in writing a request to NPS to modify the permitted work schedule. The Superintendent must approve in writing any modifications to the Permittee's work schedule.

36. All work shall follow the attached approved scope of work, dated August 19, 2016. Any additional alterations to the plan must be reviewed and approved by Superintendent in writing.

37. The Permittee agrees that any variation requests to the permit shall be made in writing on official DDOT letterhead and directed to the attention of the NACE Superintendent, and e-mail to NACE Acting Chief of Resource Management Robert Mocko at robert_mocko@nps.gov and to NACE Park Ranger James Hemsley at James_Hemsley@nps.gov.

38. The Permittee understands that all variation requests, to the permit shall require additional review and, if acceptable, a Permit Variance will be issued by the Superintendent. It is understood that the Variance form is part of the permit record. The Permittee and their contractor are required to maintain copies of this the permit, along with the enclosed conditions, including Variances, other enclosures, amendments and explanatory notes, at all time in their possession and available for inspection at all times when working on park property.

39. The Permittee shall require its employees and contractors to follow all relevant Occupational Safety and Health Administration (OSHA) safety regulations and exercise all safety precautions. The Permittee shall submit a written health and safety plan, showing how all OHSA requirements will be met. Site work may not begin until this plan has been submitted to and approved by the NPS.

40. The Permittee will provide the NPS with a Traffic Control Plan, that includes certified flaggers, for review and approval, at least fifteen (15) calendar days prior to the effective date of the permit. The Permittee will require its contractor comply with all applicable Federal, State, county regulations for handling hazardous materials during construction. In the event that NPS is unable to complete its review and provide approval of the plans within fifteen (15) calendar days, NPS will notify the Permittee in writing to request additional review time.

41. The Permittee shall require its contractor be responsible for the provision and maintenance of proper signs, barricades, or other means of warning motorists and pedestrians of danger during all periods of permitted activities.

42. The Permittee shall notify the Anacostia Park Maintenance Foreman Paul Hill at least (5) business days to the start of any permitted activity on NPS property. Mr. Hill can be reached at (202) 426-6911 or e-mail at paul_hill@nps.gov.
43. At no time will the Permittee's contractors activities at the site interfere with a visitor's enjoyment of the park, except as necessary to conduct the activities contemplated by this Permit. Visitor access to all park facilities, exhibits, resources, etc., will be maintained at all times and the Permittee will not block or obstruct any park walkway, trail, or road, except to the extent necessary to conduct the activities contemplated by this Permit.
44. The Permittee will submit a Site Restoration Plan to NPS at least fifteen calendar (15) days before the proposed start of work. Site work may not begin until these two plans have been submitted to and approved by the NPS. In the event that NPS is unable to complete its review and provide approval of the plans within fifteen (15) calendar days, NPS will notify the Permittee in writing to request additional review time.
45. No vegetation may be cut or destroyed without first obtaining approval from the Superintendent (or delegate). Any vegetation that must be removed shall be mitigated as specified by the NPS.
46. The Permittee shall require its contractor install a temporary 8' chain link fence with dark green screen fabric or slats with concrete footers, for fencing of the NPS approved staging area as shown in the scope of work submitted and approved by this office, dated August 19, 2016. Signs stating, "Keep Out – Construction Area," or similar safety warnings shall be placed on the fencing around the staging area. Commercial or promotional signs, banners, or other media displays on the fencing are strictly prohibited.
47. The Permittee shall require its contractor ensure that site is locked and secured work crews are not on site.
48. The Permittee will require its contractor mitigate fugitive dust by wetting Nicholson Street, S.E., between Anacostia Drive and Fairlawn Avenue, S.E., during dry periods to prevent fugitive dust from entering the air. The permittee will take all necessary action to ensure that any fugitive dust created in the staging area is curtailed immediately.
49. The Permittee shall require its contractor take all necessary measures to prevent noise pollution by any material and/or equipment used during this permitted activity. Vehicle idling with the fenced staging area is prohibited.
50. The Permittee shall require its contractor design and install, a site entrance into the NPS approved staging area using heavy protective ground matting. Matting shall be removed immediately upon the completion of the project.
51. All equipment, materials, and other supplies shall be stage within the NPS approved staging area only, and staged in such a way as to allow for the safe use of the area by park visitors.
52. If Permittee damages existing pavement such as curbs, gutters, and sidewalks permittee shall require its contractor replace in full sections and/or blocks. The same applies to chipped, cracked, or broken concrete or asphalt pavement.
53. The work must take place in dry weather conditions and with the soil moisture content sufficiently low enough to support the workers and equipment without causing harm to the park resources. Permittee will

place additional protective ground matting along the access route and within the staging area if wet soil and turf conditions persist in allowing work to continue in inclement weather.

54. Refueling of vehicles or equipment on park property is prohibited.
55. The Permittee shall require its contractor provide tree protection for trees located within and or adjacent to the project site. Tree protection shall extend from the ground to 4ft.
56. The Permittee is approved to use the staging area for the following activities only:
 - Storage of equipment
 - Staging of construction office trailers
 - Storage of construction materials
 - Construction personnel parking Mobilization point
57. The Permittee shall require its contractor mill and overlay the section of Nicholson Street, S.E., between Anacostia Drive and Fairlawn Avenue, S.E., Washington, D.C. 20020, As part of this roadway improvement, the permittee shall remove or pave over/fill-in the abandoned CSX Transportation tracks that bisect Nicholson Street at the park entrance, contingent on CSX Transportation approval. The Permittee and its contractors shall match the surface course by repaving all roadway milling and resurfacing at the existing thickness.
58. The Permittee shall apply appropriate traffic markings to the new road surface, ensuring that paint applied to NPS roads are water based.
59. The Permittee shall require its contractors provide one (1) year of quality control over the roadway(s) milling and resurfacing of the park entrance at Nicholson Street to Anacostia Drive, S.E., Washington, D.C. 20020. The same applies to any new NPS approved paving in the park that is associated with the project. Placing or stockpiling excavated materials onto existing NPS paved roads is not permitted. One (1) year of quality control shall ensure that the milling and overlaying are free from defects.
60. The Permittee shall submit all public notice and communication for road closures, detours, or other aspects of this project to the Public Affairs Specialist Jennifer_Mummart at least (5) business days in prior to be released. Ms. Mummart can be reached at (202) 619-7174 or at jennifer_mummart@nps.gov.
61. The Permittee shall require its contractors to comply with all applicable Federal, State, county and municipal laws, ordinances, regulations, codes, and the terms and conditions of this permit. This includes but is not limited to Resource Conservation Recovery Act, The Clean Water Act, The Clean Air Act, The Oil Pollution Act, and The National Oil and Hazardous Substance Pollution Contingency Plan. The Permittee shall also require its contractor comply with all applicable Occupational Safety and Hazard Administration requirements. Failure to do so may result in the immediate suspension of the permitted activity or the termination of the permit. Permittee shall require its contractor reimburse NPS for cleanup or repair of damages required to be made by NPS staff or contractor in conjunction with the termination of this permit.
62. 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 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.