

UNITED STATES DEPARTMENT OF THE INTERIOR
National Park Service

Special Use Permit

Installation, Operation and Maintenance of a Trash Trap on Anacostia Tributary

Long Term (not to exceed 5 years)

Short Term (not to exceed 1 year)

Rock Creek Park

Date Permit Reviewed: May, 2016

Date Permit Expires: 10/31/2021

Permit #: NCR ROCR 9500 234

District Department of Energy and Environment
(DDEE)

Matt Robinson

of

1200 First Street NE, Fifth Floor
Washington, DC 20007

202-442-3204, matthew.robinson@dc.gov

is hereby authorized during the period from 7:00 AM June 1, 2016 through 5:00 PM May 31, 2021, to use the following described land or facilities in the above named area:

U.S. Reservation 451, Civil War Defenses of Washington

For the purpose(s) of:

Accessing NPS property to construct, operate and maintain a trash removal device

Authorizing legislation or other authority 54 U.S.C. §§ 100101-100102

NEPA Compliance: CATEGORICALLY EXCLUDED EA/FONSI FIS OTHER APPROVED PLANSPERFORMANCE BOND: Required Not Required Amount: see belowLIABILITY 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

Signature

Title

Date

Authorizing Official

Signature

Title

Date

CONDITIONS OF THIS PERMIT

General Provisions

1. This permit constitutes a revocable legal license for the Permittee to perform the work in Rock Creek Park authorized by this permit. Congress established Rock Creek Park in 1890 for the scenic and recreational enjoyment of the people of the United States,” as well as “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.” The areas administered by Rock Creek Park (referred to as the “Park” in this permit) now cover 99 federal reservations and nearly 3,000 acres of land. In the course of conducting the work described herein, Permittee shall respect the mission established for Rock Creek Park, regardless of the federal reservation in which the work is being performed.
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 access an area of Civil War Defenses of Washington property administered by Rock Creek Park (US Reservation 451) to install, operate and maintain for up to five years a trash removal device on a tributary of the Anacostia River, located adjacent to Gallatin Street, NE near 14th Street, NE. The trash trap system will consist of two mechanized trash cages powered by a solar-recharged battery as well as associated infrastructure and landscaping. The cages will filter out trash and organic debris from storm water flowing through a concrete culvert or outfall, preventing the trash from washing downstream and entering the Anacostia River. The Limits of Disturbance for this project include the area between the District of Columbia right of way for Gallatin Street, NE, north through the end of the concrete tributary outfall, and east and west of the outfall to the limits of the landscaping and installation of associated infrastructure (approximately 25 feet east/west of the outfall apron). See project diagrams attached to this permit.
17. The Permittee will coordinate all project work with the park representative, Natural Resource Management Specialist Bill Yeaman (202-895-6074, bill_yeaman@nps.gov).
18. The Permittee is authorized to conduct the following initial construction tasks:
 - Clearing of invasive plant species and overgrowth around the culvert walls and next to the Gallatin Street NE sidewalk.
 - Placement of imbricated boulders and coir matting on either side of the culvert.
 - Placement of a timber retaining wall to create flat area near the wall top, giving service personnel access to a gated service ladder.
 - Soil back fill of heavily eroded banks on either side of the outfall culvert with boulders and coir matting serving as retention. (Note: This stabilization does not extend to the natural banks of the stream, directly north of the culvert outfall.) All soil used in the project shall be approved by the park representative. The soil will be a screened, natural, surface soil, in a friable condition and contain less than three (3) percent subsoil. It shall be free of hardpan material, stones and clods larger than one-half (1/2) inch in diameter, sticks, tree or shrub roots, debris, toxic substances (i.e., residual herbicides) and other material detrimental to plant growth. The area and the soil

shall be free of plant or plant parts of undesirable plants such as, but not limited to, bermudagrass, nut sedge, mugwort, johnson grass, quack grass, Canada thistle or noxious weeds as set forth in the Federal Seed Act.

- Grading as required for construction of a small bioretention basin to the left of the culvert on the down gradient side of the driveway.
- Grading to create an entry ramp and level driveway area adjacent to culvert wall, and a sloped border bank next to the Gallatin Street NE sidewalk.

As part of this project, the Permittee will also install a street-side curb ramp or driveway, also known as a curb cut, for vehicle traversal. This curb cut will be located on the adjacent Gallatin Street NW right of way, which is owned and managed by the District of Columbia Department of Transportation.

19. During construction, the Permittee is authorized to employ certain construction machinery for specific tasks, including: 1) a hydraulic crane to set imbricated boulders behind the culvert wing walls; 2) a mini-excavator and/or front end loader for grading and preparing the site landscaping, according to plans submitted to and approved by the park representative (see Condition 24); and 3) asphalt paving equipment to install the short driveway.
20. The Permittee is authorized to install the following project equipment: 1) chain link safety fencing atop the box culvert wall to replace the existing fence that is damaged and rusted; 2) trash trap operational equipment, including a locked battery box, battery powered motors and hoist guide rails, and a pole mast topped by a solar panel; 3) a six by six foot fence surrounding the battery box and pole mast; 4) a barrier gate, which may be partially or fully located on the adjoining Gallatin Street right of way; 5) a street-side surveillance camera; 6) a service ladder; and 7) an information wayside and/or other signs, to be proposed by the Permittee and approved by the park representative, that would include DDEE contact information for persons requesting additional information about the project, as well as an emergency contact number for DDEE.
21. The Permittee is authorized to place the trash trap cage within the outfall apron to capture water-borne debris. The Permittee will provide additional security for the equipment by requiring service crews to use a mobile plug-in hoist control panel, preventing unauthorized access and operation at other times. The Permittee will outfit the cages with numerous safety features to include break-away shear pins to prevent damming and over-clogging. The trap will be serviced by crews of three to four people, including one supervisor. All crewmembers will be trained and certified in operations and safety protocols, which will be developed by the Permittee and submitted to the park representative for approval. Trash collections will occur weekly and/or during or immediately after major rain storm events.
22. The Permittee is prohibited from performing vehicle maintenance, including washing off any cement trucks, within the park. All construction vehicle maintenance will occur outside the park.
23. Permittee is authorized to conduct construction work Monday through Friday, 7 am to 7 pm. Permittee has not requested weekend or night time construction work. Any change in the project schedule must be approved in advance by the park representative.
24. Following completion of the construction, the Permittee will rehabilitate the area under a landscaping plan submitted to, and approved by, the park representative **prior to the start of construction**. The Permittee is responsible for invasive removal and landscape maintenance of the project area for the

duration of this permit.

25. The Permittee will provide the park representative with a safety plan that demonstrates how visitor, employee and contractor safety will be ensured in the construction zone. **No work may take place prior to the approval of the safety plan by the park representative.**
26. At the earliest possible time, Permittee will provide the park representative 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 park representative. The Permittee must provide as-built drawings for the project to the park representative within six months of the project's completion.
27. Permittee has permission to perform only work specifically outlined in this permit. No additional work may be undertaken until it has been reviewed and approved by the park representative. A copy of this permit (and any renewals or amendments) will be kept at the worksite at all times.
28. 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 park representative immediately and provide updated information.
29. Permittee shall obtain all necessary permits/authorizations required by outside agencies for work under this permit. Permittee shall supply the park representative with copies of these permits before any work covered by said permits begins.
30. During the duration of the construction 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.
31. The Permittee is responsible for maintaining access to the project site. The National Park Service is not responsible for mitigating weather events, including removal of snow, to ensure site access.
32. 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) beyond the impacts authorized under this permit. Personal vehicles shall be parked in available public parking spaces. **Permittee is authorized to establish construction staging areas on NPS property only within the project area as defined in Condition 16.**
33. 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.
34. 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 representative and to the United States Park Police (202-610-7505) immediately. These include injuries to people or to flora or fauna.

35. 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 park representative.
36. Permittee shall coordinate the performance of its work with the park representative. 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

37. Permittee will take adequate measures, and as directed and approved by the park 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.
38. 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. Permittee will also submit color photos of the project site once construction has been completed, as well as photos depicting the trash trap in operation.
39. Any artifacts disturbed during the project will be promptly reported to the park 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 NPS. The National Park Service will determine if and when work in that area may resume.
40. Any human remains discovered during the project will be promptly reported to the park representative. Work will immediately cease at the worksite pending a proper investigation by the NPS. The National Park Service will determine if and when work may resume.
41. No vegetation on park land may be cut or destroyed without first obtaining approval from the park 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 park 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).
42. Permittee shall 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.

43. 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.
44. No temporary toilet facility (e.g., portable toilet) shall be present on park property unless expressly requested by Permittee and approved by the park representative. If approved, the facilities would be allowed only on level, paved surfaces, and removed from the 100-year flood plain.
45. 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 representative, and tended to, immediately.
46. 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.
47. Use of pesticides and/or herbicides on park lands is prohibited without prior written approval from the park representative.
48. Work performed in connection with this permit shall comply with all applicable noise ordinances.

Liability & Insurance

49. 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.
50. As authorized by 54 U.S.C. § 103104, 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. Moreover, as authorized by the Park System Resource Protection Act, codified at 54 U.S.C. §§ 100721-100725, the National Park Service may recover response costs and damages from (including, if necessary, bringing a civil action against) any person or instrumentality that destroys, causes the loss of, or injures any System unit resource located within Rock Creek Park.
51. Permittee will 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.
52. Permittee shall be 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 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, and clean topsoil) and restore the park to its original condition, to the fullest extent possible.

53. Permittee hereby agrees 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**

**Send insurance information to:
Rock Creek Park
Attn: Environmental Compliance Specialist
Permit NCR ROCR 9500 234
3545 Williamsburg Lane, NW
Washington, DC 20008**

54. 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.

District of Columbia Department of Energy and Environment Point of Contact (POC) information:

- Primary contacts: **Matt Robinson**, Environmental Scientist (matthew.robinson@dc.gov, 202-442-3204)

Initial NPS Point of Contact information:

- Primary contact: **Bill Yeaman**, Natural Resource Management Specialist (bill_yeaman@nps.gov, 202-895-6074)
- Secondary contact: **Nick Bartolomeo**, Chief of Resource Management (nick_bartolomeo@nps.gov, 202-895-6010)

Project Completion

55. 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.
56. 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.
57. Absent separate written notice from the NPS, this permit expires on May 31, 2021. 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, EMAIL OR FAX (202) 895-6015 TO:

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

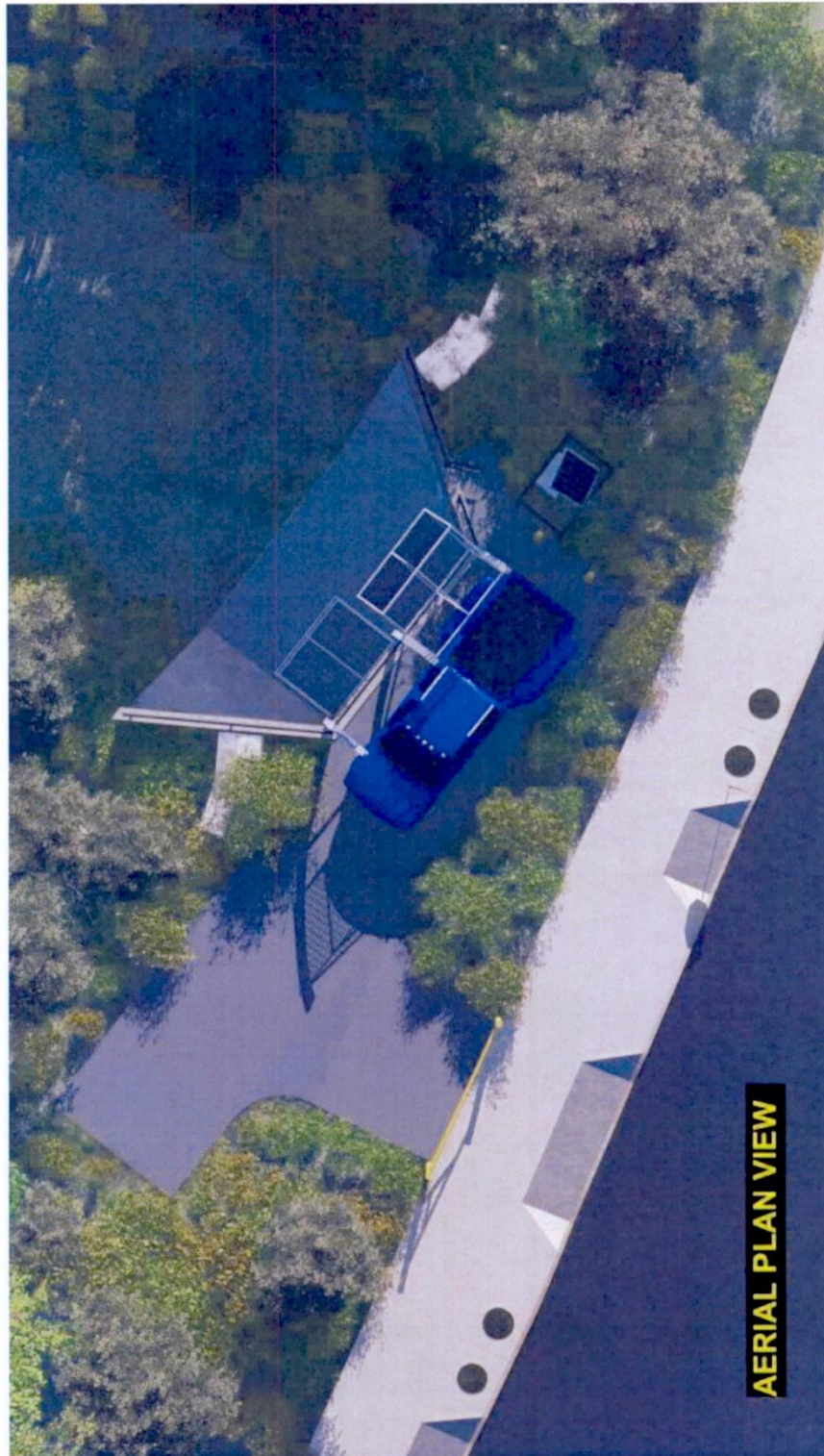
nick_bartolomeo@nps.gov
202-895-6075 (fax)

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

SITE CONCEPT



SITE CONCEPT



AERIAL PLAN VIEW