



COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

Shannon Valentine
Chairperson

1401 East Broad Street
Richmond, Virginia 23219

(804) 786-2701
Fax: (804) 786-2940

Agenda item # 5

RESOLUTION OF THE COMMONWEALTH TRANSPORTATION BOARD

November 24, 2020

MOTION

Made By: Ms. Hynes, Seconded By: Mr. Johnsen
Action: Motion Carried, Unanimously

Authorization for the Commissioner of Highways to Execute a Permit or Other Instrument with the National Park Service Relating to Activities on Federal Land for Maintenance of the Route 120 Pimmit Run Bridge.

WHEREAS, it is frequently necessary for the Virginia Department of Transportation (VDOT) to coordinate with various federal entities, agencies and installations for rights of access, rights of way and duties relating to activities performed on or in federal lands and facilities pursuant to VDOT's transportation programs, projects and services; and

WHEREAS, VDOT and the National Park Service previously entered into Special Use Permit 6:850:1015 allowing VDOT to access and engage in activities on George Washington Memorial Parkway Reservation property/land in order to perform bridge maintenance on the Route 120 Pimmit Run Bridge; and

WHEREAS, NPS Special Use Permit 6:850:1015 has expired and in order for VDOT to gain the necessary access to George Washington Memorial Parkway Reservation property/land for performing maintenance on the Pimmit Run Bridge, VDOT must enter into another permit or instrument with NPS granting such access; and

WHEREAS, the new permit with NPS (attached hereto as Exhibit A) addresses the requirements and conditions applicable to, and will govern access and certain activities related to work undertaken on George Washington Memorial Parkway Reservation property in association with maintenance on the Pimmit Run Bridge; and

Resolution of the Board

Authorization for the Commissioner of Highways to Execute a Permit or Other Instrument with the National Park Service Relating to Activities on Federal Land for Maintenance of the Route 120 Pimmit Run Bridge.

November 24, 2020

Page 2 of 2

WHEREAS, the Commonwealth Transportation Board (“CTB”) is authorized pursuant to § 33.2-221(A) of the *Code of Virginia* to enter into contracts and agreements with the United States government.

NOW THEREFORE, BE IT RESOLVED, that the CTB hereby approves, and authorizes the Commissioner of Highways or his designee(s) to execute and/or enter into a permit with the National Park Service necessary for performing maintenance of the Pimmit Run Bridge, as set forth in Exhibit A, with such changes and additions as the Commissioner deems appropriate.

BE IT FURTHER RESOLVED, that the CTB hereby grants the Commissioner of Highways or his designee(s) authority to enter into/execute any future permits or instruments with NPS or other appropriate federal entity conveying access or other similar rights in federal property associated with and/or necessary for maintenance of the Pimmit Run Bridge.

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CTB Decision Brief

Authorization for the Commissioner of Highways to Execute a Permit or Other Instrument with the National Park Service Relating to Activities on Federal Land for Maintenance of the Route 120 Pimmit Run Bridge.

Issue: It is necessary for the Virginia Department of Transportation (“VDOT”) to execute/enter into a permit with the National Park Service (“NPS”), a bureau of the United States Department of the Interior, allowing VDOT to access and engage in activities on George Washington Memorial Parkway Reservation property/land in order to perform bridge maintenance on the Route 120 Pimmit Run Bridge (Permit). VDOT seeks from the Commonwealth Transportation Board (CTB), approval of the Permit and authorization for the Commissioner of Highways or his designee(s) to execute/enter into said Permit as well as any future permits or instruments conveying property interests necessary for VDOT’s maintenance of Pimmit Run Bridge.

Facts: VDOT and the National Park Service previously entered into Special Use Permit 6:850:1015 allowing VDOT to access and engage in activities on George Washington Memorial Parkway Reservation property/land in order to perform bridge maintenance on the Route 120 Pimmit Run Bridge. Special Use Permit 6:850:1015 has expired and in order for VDOT to gain the necessary access to George Washington Memorial Parkway Reservation property/land for performing maintenance on the Pimmit Run Bridge, VDOT must enter into another permit or instrument with NPS granting such access

The new Permit with NPS addresses the requirements and conditions applicable to, and will govern access and certain activities related to work undertaken on George Washington Memorial Parkway Reservation property in association with maintenance on the Pimmit Run Bridge. It is anticipated that NPS will, sometime in the future, provide VDOT with a deed or other instrument conveying a permanent easement on or other access rights to George Washington Memorial Parkway Reservation property for purposes of maintenance on Pimmit Run Bridge.

The CTB is authorized under § 33.2-221(A) of the *Code of Virginia* to enter into contracts and agreements with the United States government.

Recommendations: VDOT recommends that the CTB approve the Permit, attached hereto as Exhibit A, and authorize the Commissioner of Highways or his designee(s) to execute/enter into said Permit. In addition, VDOT recommends that the CTB grant the Commissioner of Highways or his designee(s) authority to enter into/execute any future permits or instruments with NPS or other appropriate federal entity conveying access or other similar rights in federal property associated with and/or necessary for maintenance on the Pimmit Run Bridge.

Action Required by CTB: The CTB will be presented with a resolution for a formal vote.

Result, if Approved: The Commissioner will execute the Permit and future instruments with the NPS which will allow for VDOT’s continued use of the George Washington Memorial Parkway Reservation property for maintenance of the Pimmit Run Bridge.

Options: Approve, Deny, or Defer.

Public Comments/Reactions: There were no comments or other input received from the public



SPECIAL USE PERMIT

George Washington Memorial Parkway
700 George Washington Memorial Parkway
McLean, Virginia, 22101
(703)-289-2500



Name Stephen C. Brich, Commissioner			
Company/Organization Virginia Department of Transportation			
Street Address 1401 East Broad Street			
City Richmond	State VA	Zip Code 23219	Country USA
Telephone Number 804-786-2917	Cell Phone Number		
Fax Number			
Email Address Daniel.boggs@vdot.virginia.gov			

Park Alpha Code
NCR-GWMP
Type of Use
Long Term
Permit #
6000-20-029

is hereby authorized to use the following described land or facilities in George Washington Memorial Parkway Reservation 404 V section I:

Adjacent land along VDOT North Glebe Road (Rt 120) bridge over Pimmit Run

The area must be restored to its original condition at the end of the permit.

The permit begins at Noon am / pm on 8-28-2020.

The permit expires at Noon am / pm on 8-27-2025.

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

Walking access for bridge workers under the VDOT owned Pimmit Run bridge utilizing existing trails to perform bridge maintenance work. Small corner of VDOT maintained bridge is on NPS land. NCA Lands office is continuing a highway easement deed process for this corner, which this permit will enable the project team to proceed with maintenance work.
Person on site responsible for adherence to the terms and conditions of the permit (include contact information)

Donald Angerman, Office (703)-259-3253, Mobile (571)-867-1523

Authorizing legislation or other authority

54 U.S.C. 100101

APPLICATION FEE	<input checked="" type="checkbox"/> Received	Amount
	<input type="checkbox"/> Not Required	\$ 50.00
PERFORMANCE BOND	<input type="checkbox"/> Required	Amount
	<input checked="" type="checkbox"/> Not Required	\$
LIABILITY INSURANCE	<input checked="" type="checkbox"/> Required	Amount
	<input type="checkbox"/> Not Required	\$ 3 Million
COST RECOVERY	<input type="checkbox"/> Required	Amount
	<input checked="" type="checkbox"/> Not Required	\$
LOCATION FEE	<input type="checkbox"/> Required	Amount
	<input checked="" type="checkbox"/> Not Required	\$

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

Authorizing NPS Official

Title: Commissioner

Title: Superintendent

Date:

Date:

CONDITIONS OF THIS PERMIT

Failure to comply with any of the terms and conditions of this permit may result in the immediate suspension or revocation of the permit. [36 CFR 1.6(h)]

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. This permit may not be transferred or assigned without the prior written consent of the Superintendent.
3. 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 revocation of the permit. All costs associated with clean up or damage repairs in conjunction with a revoked permit will be the responsibility of the permittee.
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. The park area associated with this permit will remain open and available to the public during park visiting hours. This permit does not guarantee exclusive use of an area. Permit activities will not unduly interfere with other park visitors' use and enjoyment of the area. (See condition 18)
6. This permit may be revoked at the discretion of the Superintendent upon 24 hours notice.
7. This permit may be revoked without notice if damage to resources or facilities occurs or is threatened, notwithstanding any other term or condition of the permit to the contrary.
8. Hold Harmless/Indemnification statement and liability insurance requirement:

Virginia Department of Transportation (VDOT) will indemnify, save, and hold harmless and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of or from any omission or activity of the Virginia Department of Transportation, or its employees to the extent allowable under Virginia law.

To the extent that work undertaken is performed by other than Virginia Department of Transportation (VDOT) employees, Virginia Department of Transportation shall require such person or corporation to:

- a. Permittee agrees to carry general liability insurance against claims occasioned by the action or omissions of the permittee, its agents and employees in carrying out the activities and operations authorized by this permit. The policy shall be in the amount of \$3 million and underwritten by a United States company naming the United States of America as additionally insured. The permittee agrees to provide the Superintendent with a Certificate of Insurance with the proper endorsements prior to the effective date of the permit.
 - b. Pay the United States the full value for all damages to the lands or other property of the United States caused by the said person or organization, its representatives, or employees.
 - c. Indemnify, save and hold harmless, and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of, or from, any omission or activity of the said person or organization, its representatives, or employees.
9. Permittee agrees to deposit with the park a bond in the amount of \$ 0.00 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.
 10. 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. 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 will be billed at the conclusion of the permit. Should the estimated costs paid exceed the actual costs incurred; the difference will be returned to the permittee.

11. The person(s) 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 available at all times. He/she shall be responsible for all individuals, groups, vendors, etc. involved with the permit.
12. Nothing herein contained shall be construed as binding the Service 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 in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.
13. 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 Virginia law.
14. NPS Coordination: The Permittee shall coordinate the performance of all activities associated with this permit with the Superintendent or the Superintendent's designated representative. The designated NPS representative shall be on the distribution lists for meetings, the work schedule, and other communications as needed to track the project. NPS shall notify Permittee of any changes in designated representative.
15. NPS Permit: A copy of this permit, enclosures, and any amendments shall be kept by the Permittee onsite at all times. The Permittee shall comply with all State and Federal laws applicable to the purpose for which this permit is approved. Permittee will comply with all instructions issued by the United States Park Police and other representative(s) of the Superintendent, George Washington Memorial Parkway.
16. Non-NPS Permits: Prior to commencement of activities on parkland, the Permittee shall have received all necessary permits required by outside agencies for work to be performed under this permit. Copies shall be provided to the NPS, and contact information for each permit.
17. Public Notice and Communication: The Permittee and the NPS shall coordinate to advise area residents and park patrons of the timeframe for permitted activities and to address ongoing public involvement. Permittee is responsible for notification through various methods such as press releases, posted signs, variable message boards, website updates, and partnering meetings.
18. Public Access: Permittee shall not restrict public access to the park at any time during the activity. Permittee shall maintain the travel way of the trail and/or connection open and free from obstruction. Temporary trail closures of no more than 15 minutes at a time are permitted on a periodic basis, utilizing flaggers and signs to help warn park visitors of any hazards related to the permitted activity.
19. 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.
20. 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.
21. Limits of authority of this permit - The issuance of this permit neither obligates nor implies consent on the part of the National Park Service to allow construction on, or related to the use of, the park-administered land. Any action desired by the permittee beyond the scope of work described within this permit must be considered as separate actions requiring thorough analysis of the impacts upon National Park Service administered land, according to applicable law and regulation.
22. 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 POC immediately after stabilization. These include injuries to people or to flora or fauna.
23. Emergency Access route to the activity or project area must be maintained at all times. Permittee and contractors shall coordinate with law enforcement, fire, and emergency medical services as necessary.

24. In accordance with applicable law, including the Park System Resource Protection Act, 54 U.S.C. §§ 100721-100725, the Permittee will be responsible for any damage to or destruction of Park resources resulting from the Permittee's activities that are not reasonably inherent in the use of the Permitted Area authorized by this Permit. This Permit is not a defense to liability under 54 U.S.C. § 100722(c)(3) for any activity not expressly authorized by this Permit.
25. Permittee hereby agrees to be fully responsible for the management, performance, use and safety of all operations conducted by or on behalf of the Permittee upon NPS administered property. Work not specifically authorized by this permit shall not be performed without prior written authorization from the Superintendent of the George Washington Memorial Parkway. Additionally:
- a) Permittee shall be responsible for provision and maintenance of proper signs, barricades, and fences to secure the work area from public access.
 - b) Permittee agrees it shall require that all work be performed in a safe and responsible manner and to OSHA standards, to avoid accidents and injury to all workers, government employees, and park visitors. Permittee agrees it shall require safety measures to be installed and maintained where risks or potential hazards are likely or evident.
 - c) Permittee shall be responsible for all coordination and supervision of utility installations. Prior to installation of any new utilities, the Permittee shall refer utility companies to the National Park Service to obtain a Right of Way permit for NPS lands.
26. Hazardous Incidents: In the event of any action or occurrence at the site which causes or threatens the environment or public health and welfare, such as hazardous material release or hazardous environmental conditions that constitutes an emergency situation, the Permittee shall immediately take all appropriate action to prevent or abate and mitigate such threat and shall immediately notify the NPS. Such incidents might include, but are not limited to examples such as fire or accidental release of hazardous materials.
27. Any waste entering on park land shall be removed and the affected property cleaned, stabilized, or restored, to the satisfaction of NPS. This restoration shall take place within the time period directed by NPS.
28. No vegetation on NPS lands may be cut or destroyed without first obtaining approval from the Superintendent. Any said vegetation that must be removed shall be mitigated as specified by the Superintendent through a NEPA document. If trees are required to be removed, they will be replaced by the Permittee on a diameter (dbh) inch for inch basis. For example, if a 10-inch oak were removed, then the Permittee would be liable for the replacement of ten inches of trees (i.e. five 2-inch trees or four 2.5-inch trees). The species, size, and planting location will be determined by NPS.
29. Pruning of NPS trees must be done with the pre-approval, and in the presence, of an official of the NPS who is currently an ISA Certified Arborist. If trees need cut back to allow for access or provide sightline for surveying, it must conform to pruning standards of the (ANSI-300 Part 1) American National Standard for Tree Care Operations; Tree, Shrub, and Other Woody Plant Management; Standard Practices, as adopted by the current publication of Tree Care Industry Association, Inc. and International Society of Arboriculture.
30. Archeological discoveries - The Permittee will halt any activities and notify the NPS point of contact upon discovery of archeological findings. These findings may include, but are not limited to, single or multiple discoveries of:
- a. Whole objects or partial artifacts such as arrowheads, ceramic dinnerware shards, glass bottles and fragments, oyster shell and bone, metallic objects like coins or nails, etc.; or
 - b. Structural remains such as stone or brick and mortar building foundation ruins, fence-line post remains, old terra cotta or fired clay utility pipes, etc.; or
 - c. Unusual soil conditions such as dark or unusually colored soil stains possibly indicating grave shafts, privy pits or wells, etc.
- All archeological findings unearthed remain the property of the park. If artifacts are discovered, the artifact is to remain in place as is. The permittee shall not resume work in the area until instructed to do so by the NPS.
31. Permittee agrees to utilize minimal and non-invasive techniques to reduce visual impact and soil disturbances on park lands. Stakes used to anchor devices, flagging and other devices used for the duration of field data collection work taking place under this project need to be reviewed and approved in writing before activity starts.
32. Temporary paint markings are to be kept to an absolute minimum. Paint markings are not allowed on NPS owned

permanent structures, pavements, rocks, trees or landscaped areas unless it is impossible to use a removable flag or ribbon. Under no circumstances are paint markings to be applied to NPS owned buildings, decorative park features, bricks, monuments, wooden bridges, bridge railings, light poles, signs, signposts, or bulletin boards. If paint is used on a hard surface such as asphalt, concrete, bridge abutment, etc., the Permittee must contact the NPS for guidance on application and removal of paint. Any paint used, must be water-base. Flagging tape or lumber crayons are preferred. All materials used to mark tree or flag a utility course must be approved in advance by the NPS.

- 33. The Permittee may not store any tools, supplies, materials, equipment, or vehicles (unattended) on park property without the prior written consent of the Superintendent.
- 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. Collecting "take" of any living fauna or shed from any living fauna (such as antlers or snake-skin) is illegal. The NPS Natural Resource Manager shall respond to concerns of trapped or injured wildlife.

Communication Plan:

**In case of emergencies and during non-business hours, contact
U.S. Park Police Dispatch at (202) 610-7500**

Permittee must identify any agents/representatives/contractors/subcontractors (e.g., names, phone numbers, etc.) retained to perform the above-mentioned work. Additionally, Permittee will provide the name and contact information of the worksite supervisor prior to the commencement of any work. If any of this information changes, Permittee will notify the NPS immediately and provide updated information. NPS and Permittee shall notify each other of staff changes and contact information, to keep contact information current.

Contact Information

National Park Service	Permittee contact information
<p>NPS Authority: Charles Cuvelier Superintendent George Washington Memorial Parkway <u>Contact number:</u> Office: 703- 289-2500 <u>Address:</u> George Washington Memorial Parkway Turkey Run Park 700 GW Memorial Parkway McLean, VA 22101</p>	<p>VDOT Daniel Boggs Daniel.boggs@vdot.virginia.gov Office 804-786-2917 Shahrad Behboodi 703-259-2304</p>
<p>Primary NPS Point Of Contact: Peter McCallum Park Ranger, Right of Way permits coordinator Office (703)-419-6435 Cell (202)-439-7322 peter_mccallum@nps.gov Sean McCabe Realty Specialist / ROW Coordinator NCA Lands Office Sean_mccabe@nps.gov 202-499-0325</p>	<p>Contact Person in charge Donald Angerman Construction Manager Office 703-259-3253 Mobile (571)-867-1523</p>

PROJECT MANAGER: *Shahrad, Behrooz, P.E. (703) 259-2304 (NOVA)*
 SURVEYED BY, DATE: *Rice Associates, Inc. 02/18/2019*
 DESIGN BY: *Rice Associates, Inc. (410) 321-8877*
 SUBSURFACE UTILITY BY, DATE: *Rice Associates, Inc. 02/18/19*
 NOVA DISTRICT DESIGN UNIT

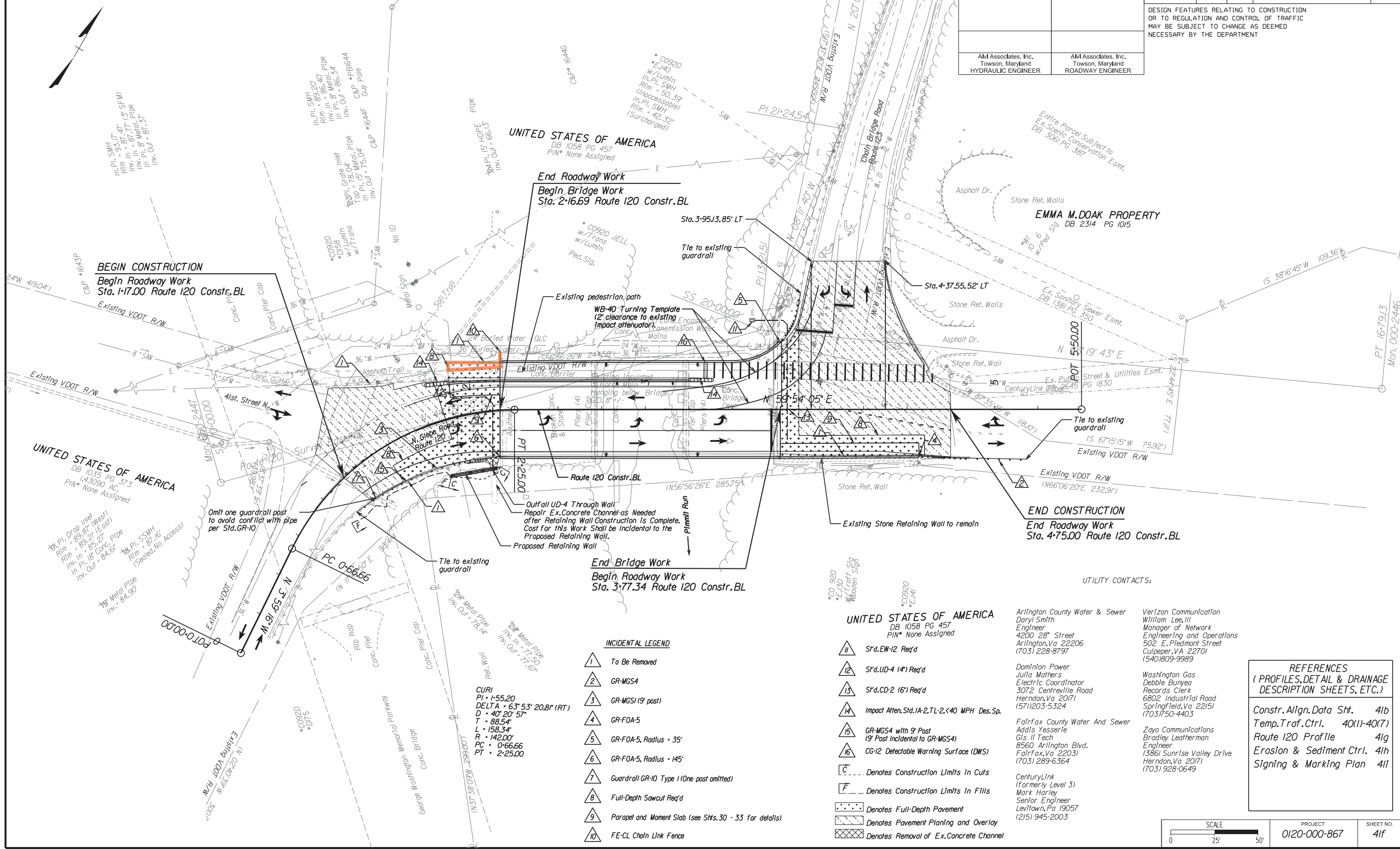
ROADWAY PLAN

REVISED	STATE	ROUTE	STATE PROJECT	SHEET NO.
	VA.	120	0120-000-867, B623	41f

DESIGN FEATURES RELATING TO CONSTRUCTION OR TO REGULATION AND CONTROL OF TRAFFIC MAY BE SUBJECT TO CHANGE AS DEEMED NECESSARY BY THE DEPARTMENT

AM Associates, Inc.
Towson, Maryland
HYDRAULIC ENGINEER

AM Associates, Inc.
Towson, Maryland
ROADWAY ENGINEER



- INCIDENTAL LEGEND**
- 1 To Be Removed
 - 2 GR-MGS4
 - 3 GR-MGS1 (9' post)
 - 4 GR-FOA-5
 - 5 GR-FOA-5, Radius • 35'
 - 6 GR-FOA-5, Radius • 145'
 - 7 Guardrail GR-10 Type I (One post omitted)
 - 8 Full-Depth Sawcut Req'd
 - 9 Parapet and Moment Slab (see Shts. 30 - 33 for details)
 - 10 FE-CL Chain Link Fence

- UNITED STATES OF AMERICA**
DB 1058 PG 457
PIN# None Assigned
- 11 S'd. EW-12 Req'd
 - 12 S'd. UD-4 (4') Req'd
 - 13 S'd. CD-2 (6') Req'd
 - 14 Impact Atten. Std. IA-2, TL-2, <40 MPH Des. Sp.
 - 15 GR-MGS4 with 9' Post (9' Post Incidental to GR-MGS4)
 - 16 CG-12 Detectable Warning Surface (DWS)
 - C --- Denotes Construction Limits In Cuts
 - F --- Denotes Construction Limits In Fills
 - Denotes Full-Depth Pavement
 - ▨ Denotes Pavement Planing and Overlay
 - ▩ Denotes Removal of Ex. Concrete Channel

UTILITY CONTACTS:

Arlington County Water & Sewer
Daryl Smith
Engineer
4200 29th Street
Arlington, Va 22206
(703) 228-8797

Dominion Power
Julia Mathers
Electric Coordinator
3072 Centreville Road
Herndon, Va 20171
(571) 203-5324

Fairfax County Water And Sewer
Addis Yesserie
GIS II Tech
8560 Arlington Blvd.
Fairfax, Va 22031
(703) 289-6364

CenturyLink (formerly Level 3)
Mark Harley
Senior Engineer
Levittown, Pa 19057
(215) 945-2003

Verizon Communication
William Lee, III
Manager of Network
Engineering and Operations
502 E. Piedmont Street
Culpeper, VA 22701
(540) 809-9989

Washington Gas
Debbie Bunyea
Records Clerk
6802 Industrial Road
Springfield, Va 22151
(703) 50-4403

Zayo Communications
Bradley Leatherman
Engineer
13661 Sunrise Valley Drive
Herndon, Va 20171
(703) 928-0649

REFERENCES
(PROFILES, DETAIL & DRAINAGE DESCRIPTION SHEETS, ETC.)

Constr. Align. Data Sht.	41b
Temp. Traf. Ctrl.	40(1)-40(7)
Route 120 Profile	41g
Erosion & Sediment Ctrl.	41h
Signing & Marking Plan	41i

January 15, 1986

Route 120 & Pimmit Run
Arlington County

RIGHT OF WAY - National Park Service, Permit Numbered 6:850:1015
Renewal Request for Two Structures of Virginia
Route 120 at Pimmit Run, Arlington County.

Mr. Robert Stanton
Regional Director
National Park Service
National Capital Region
1100 Ohio Drive, S.W.
Washington, D. C. 20242

Dear Mr. Stanton:

This refers to your letter dated December 30, 1985, concerning the renewal of Permit Number 6:850:1015 for two structures of Route 120 at Pimmit Run in Arlington County.

The Commonwealth of Virginia, Department of Highways and Transportation hereby respectfully requests that Permit Number 6:850:1015 be renewed.

Sincerely,

S. A. Waymack, Assistant
State Right of Way Engineer

HJS/kmw

bcc: Mr. C. O. Leigh
Mr. D. R. Gehr

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF HIGHWAYS AND TRANSPORTATION

SLACATED

January 7, 1986

RIGHT OF WAY DIVISION RECEIVED			
QWA	JAN 8 1986		ADY
LWR			REMP
SAW	NEGO	RELING	
APPR	OPTI		"E"

Special Use Permit -
Route 120, Pimmit Run
Arlington County

MEMORANDUM -

To: Mr. D. R. Gehr

Attached is a letter from the National Park Service concerning maintenance work for two structures on Route 120 at Pimmit Run in Arlington County.

Please see that the necessary maintenance of these structures is scheduled as soon as practical.

The letter also notes that the permit is extended forward until June 30, 1986.

→ I am sending a copy of this correspondence to Mr. S. A. Waymack in order that he may take any necessary steps to renew the permit.

C. O. Leigh
Maintenance Engineer

COL:phy
Attachments
cc: Mr. S. A. Waymack ✓



United States Department of the Interior

NATIONAL PARK SERVICE
NATIONAL CAPITAL REGION
1100 OHIO DRIVE, S. W.
WASHINGTON, D.C. 20242

L30 (NCR-LUCE)

30 DEC 1985

Commonwealth of Virginia
Department of Highways
1221 East Broad Street
Richmond, Virginia 23219

Subject: Required Maintenance Work and the extension of Permit Numbered 6:850:1015 (copy enclosed) for two structures of Virginia Route 120, at Pimmit Run, Arlington County

Gentlemen:

This letter has been written with regard to the deteriorated conditions of the drainage structures which convey collected quantities of water from Virginia Route 120 and the Virginia Route 120 bridge into Pimmit Run, a tributary of the Potomac River. The Virginia Route 120 (Glebe Road) structures are located in Arlington County, Virginia near the intersection of Virginia Route 120 with Chain Bridge Road and affect Federal property identified as U.S. Reservation 404V, Section 1, the George Washington Memorial Parkway.

The drainage structures were permitted to encroach upon parkland by permit numbered 6:850:1015, dated March 14, 1973, which expired on March 13, 1983. The structures were shown on Virginia Department of Highways Map #0120-000-107, C501, R/W 201, B606, Sheet number 3. Recent observations of the site have revealed the seriously deteriorated condition of these permitted structures which have contributed to the erosion of soils from the Virginia Route 120 right-of-way and U.S. Reservation 404V, Section 1 into Pimmit Run and the Potomac River.

Your earliest attention to the restoration of these structures to eliminate the existing erosion conditions is anticipated, as the developed conditions are inhibiting the National Park Service's development of the Potomac Heritage Trail.

A formal request to renew the permit for these structures should be submitted by the Commonwealth of Virginia to the National Park Service. In the interim and to enable the performance of the required emergency repairs, permit numbered 6:850:1015 is extended forward until June 30, 1986.

If there are any questions with regard to this issue, please contact me or Mr. Glenn DeMarr of my staff at 426-6635.

Sincerely,

Regional Director, National Capital Region

Enclosures

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

141

This permit consists of 1 pages including attachments.

SPECIAL USE PERMIT

George Washington Memorial Parkway
(Area)

PERMIT NO. 6:850-1015	EXPIRES 2/15/83
PREVIOUS PERMIT NO.	

Department of Highways of Commonwealth of Virginia is hereby authorized during the period from March 14, 1973, through March 13th, 1983, to use the following-described land in the above-named area:

Area adjacent to State Route 120 along Pimmit Run where two drainage structures as shown on Department of Highways Map # 0120-000-107, C501, R/W 201, B606, Sheet #3, encroach on National Park Service property.

This drawing has been assigned our map file No. NCP 117.1-854A, which was originally a portion of NCP 117.1-854, 1 through 27.

for the purpose of Maintenance of drainage structures.

subject to the conditions on the reverse hereof and attached pages and to the payment to the Government of the United States of the sum of No fee Dollars (\$), in advance (Monthly, semiannually, etc.), or as follows:

payment to be made to the Superintendent by Express or Postal Money Order, Certified Check, or Draft payable to the National Park Service, or Cash.

Issued at Washington, D. C. this 15 day of March, 1973.

(Sd.) DAVID A. RICHIE
David A. Richie
Superintendent.

The undersigned hereby accepts this permit subject to the terms, covenants, obligations, and reservations, expressed or implied, therein.

TWO WITNESSES TO SIGNATURES		*PERMITTEE (Signature)	
NAME <i>John F. King</i>	ADDRESS <i>Richmond, Va.</i>	NAME COMMONWEALTH OF VIRGINIA Department of Highways	ADDRESS <i>Richmond, Va.</i>
NAME <i>Thomas M. Williams</i>	ADDRESS <i>Richmond, Va.</i>	NAME By Charles E. Owen, Jr.	ADDRESS Special Agent of Way Engineer

NAME <i>W. E. Dickerson</i>	TITLE <i>NCP</i>	DATE <i>3-14-73</i>
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*Sign name or names as written in body of permit; for copartnership, permittees should give as "members of firm" for corporation, the officer authorized to execute contracts, etc., should sign, with title, the sufficiency of such signature being attested by the secretary, with corporate seal, in lieu of witnesses.

CONDITIONS OF THIS PERMIT

1. Regulations.—The permittee shall exercise this privilege subject to the supervision of the Superintendent, and shall comply with the regulations of the Secretary of the Interior, or other authorized officer of the Government, governing the area.

2. Definition.—The term "Director, National Park Service" as used herein shall include the appropriate Regional Director or Superintendent as the representative of the Director.

3. Rights of the Director.—Use by the permittee of the land covered hereby is subject to the right of the Director, National Park Service, to establish trails, roads, and other improvements and betterments over, upon, or through said premises, and further to the use by travelers and others of such roads and trails as well as of those already existing. If it is necessary to exercise such right, every effort will be made by the National Park Service to refrain from unduly interfering or preventing use of the land by the permittee for the purpose intended under this permit.

4. Nondiscrimination.—See attachment A.

5. Damages.—The permittee shall pay the United States for any damage resulting from this use which would not reasonably be inherent in the use which the permittee is authorized to make of the land described in this permit.

6. Construction.—No building or other structure shall be erected under this permit except upon prior approval of plans and specifications by the Director, National Park Service, and the premises and all appurtenances thereto shall be kept in a safe, sanitary, and sightly condition.

7. Removal of structures and improvements.—Upon the expiration of this permit by limitation of time or its termination for any reason prior to its expiration date, the permittee, if all charges due the Government hereunder have been paid, shall remove within such reasonable period as is determined by the Superintendent, but not to exceed 90 days unless otherwise stipulated in this permit, all structures and improvements placed on the premises by him, and shall restore the site to its former condition under the direction of the Superintendent. If the permittee fails to remove all such structures and improvements within the aforesaid period, they shall become the property of the

United States, but that will not relieve the permittee of liability for the cost of their removal and the restoration of the site.

8. Water rights.—Water rights will be perfected, when necessary, by the United States in its own name for water developed or used in connection with this permit. The permittee will furnish to the United States such information as is necessary for perfection, including statutory fees, and for management and protection of the resource.

9. Disposal of refuse.—The permittee shall dispose of brush and other refuse as required by the Superintendent.

10. Timber cutting.—No timber may be cut or destroyed without first obtaining a permit therefor from the Director, National Park Service.

11. Fire prevention and suppression.—The permittee and his employees shall take all reasonable precautions to prevent forest, brush, grass, and structural fires and also shall assist the Superintendent in extinguishing such fires in the vicinity of any tract which may be used hereunder.

12. Soil erosion.—The permittee shall take adequate measures, as directed and approved by the Superintendent to restrict and prevent soil erosion on the lands covered hereby and shall so utilize such lands as not to contribute to erosion on adjoining lands.

13. 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 benefit 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.

14. Assignment.—This permit may not be transferred or assigned without the consent of the Director, National Park Service, in writing.

15. Revocation.—This permit may be terminated upon breach of any of the conditions herein or at the discretion of the Director, National Park Service.

Number all succeeding pages and attachments in consecutive order and identify each with the permit number.

L3927-NCP(GEWP)

JUN 16 1971

AREA INSPECTION
On MAR 16 1973
the work areas were inspected in accordance with the conditions of this permit, and have been accepted as satisfactory.
<i>John J. [Signature]</i>
(Signed) 9-14-73

Your Reference:
Route 120, Project 0120-000-107, EN-201
Arlington County

Commonwealth of Virginia
Department of Highways
1221 East Broad Street
Richmond, Virginia 23219

* 10 yr spec. use permit
6:850:1015

Subject: Permit No. 6:850:245 (No Fee)

Gentlemen:

Permission has been requested by letter of May 3, and subsequent correspondence, from Mr. Charles E. Owen, Jr., Special Right-of-Way Engineer, for a permit to encroach on the land of the George Washington Memorial Parkway, Section 1, U.S. Reservation 404V, to construct a temporary one lane timber bridge on the south side of the existing Route 120 bridge over Pinmit Run, during construction of a new bridge and approaches, on existing Virginia right-of-way. We feel that the use of parkland for temporary construction purposes is acceptable and can be handled through permit procedures. However, if it is determined by the Commonwealth of Virginia that the transfer of parkland is necessary for this project, such a transfer would be subject to a quid-pro-quo replacement to be arranged prior to the commencement of construction.

* The National Park Service will grant the Commonwealth of Virginia a drainage easement, across parkland, after the completion of the project, and this will be the subject of separate correspondence.

The proposed work is shown on submitted plans of "Plan and Profile of Proposed State Highway, County of Arlington, Bridge and Approaches over Pinmit Run", which have been assigned our Map File No. NCP 117.1-854-1 through 27.

The use of parkland for the work described is subject to revocation at the discretion of the Superintendent, George Washington Memorial Parkway, National Capital Parks, National Park Service, and the conditions contained herein.

1. The Commonwealth shall require any contractors to whom or to which it lets any work contemplated hereunder to obtain, in addition to any

other forms of insurance or bonds required under contracts and specifications pertaining to this project, insurance of the following kinds and amounts for the protection of the State and the United States.

- a. Contractor's Public Liability and Property Damage Liability Insurance. With respect to operations performed by the contractor, Contractor's Public Liability and Property Damage Liability Insurance providing for a limit of not less than \$100,000 for all damages arising out of bodily injury to or death of one person and, subject to the limit for each person, a total limit of not less than \$100,000 for all damages arising out of bodily injuries or death of two or more persons in any one accident, and for a limit of not less than \$100,000 for all damages arising out of injury to or destruction of property in any one accident and, subject to that limit per accident, a total, or aggregate, limit of not less than \$200,000 for all damages arising out of injury to or destruction of property during the policy period. If any part of the work is subcontracted, similar insurance shall be obtained by or in behalf of the subcontractor to cover his operations.
- b. Contractor's Protective Public Liability and Property Damage Liability Insurance. With respect to operations performed by subcontractors, Contractor's Protective Public Liability and Property Damage Liability Insurance providing for a limit of not less than \$100,000 for all damages arising out of bodily injuries to or death of one person and, subject to that limit per person, a total limit of not less than \$100,000 for all damages arising out of bodily injuries to or death of two or more persons in any one accident, and for a limit of not less than \$100,000 for all damages arising out of injury to or destruction of property in any one accident and, subject to that limit per accident, a total, or aggregate, limit of not less than \$200,000 for all damages arising out of injuries to or destruction of property during the policy period.
- c. Protective Public Liability and Property Damage Liability Insurance covering the contractor, subcontractors and their agents and employees, against and for \$1,000,000 Property Damage and \$1,000,000 Personal Injuries, Sickness, or Death suffered by any person or persons and property damage, resulting from acts or omissions of any contractor or subcontractor, their agents, or employees in the prosecution of the work.

The insurance specified in this section shall be with an insurance company acceptable to the parties hereto and authorized to do business in the State of Virginia. The policies shall provide that they shall

not be canceled or materially changed without at least ten days prior written notice being given to the State and the National Park Service. The State shall furnish the National Park Service with a certified copy of the policies described in subsections a, b, and c.

2. In the work described, the permittee shall require their employees and contractors to exercise all normal and reasonable safety precautions.
3. All reasonable precautions shall be exercised to protect park property.
4. Nondiscrimination. See Attachment A.
5. All disturbed areas and park facilities damaged by this work shall be restored to the satisfaction of the Superintendent, George Washington Memorial Parkway, National Park Service. Disturbed grass areas shall be restored with sod. In wooded areas leafmold shall be spread over disturbed areas.
6. Permittee shall comply with all instructions issued by the U. S. Park Police and other official representatives of this office.
7. Barricades, signs, flares, lanterns, and other suitable devices necessary for employee and public safety shall be provided and adequately maintained.
8. All trash, debris and litter left at the site by workmen shall be removed by permittee.
9. An approved information sign shall be displayed at the site indicating the identity of the permittee responsible for the work on parkland. A copy of this permit shall be available at the site during construction.
10. Permittee shall stake or flag the south limits of the proposed temporary bridge before any clearing of trees or undergrowth is accomplished. At the time the staked or flagged limits are inspected, we will discuss the need for a possible work and storage area on parkland. Notify Mr. J. Curran, Chief, Division of Permits and Inspections, when alignment stakes are in place, (Telephone: Area Code 202-426-6035) for an onsite meeting. No trees or shrubs are to be disturbed until after this onsite meeting.
11. Any tree not in the direct line of work shall be protected from damage by a substantial frame oak 6 feet high and 6 feet square as directed by this office.
12. Employees vehicles and other equipment shall not be parked at unauthorized locations on parkland.

13. The permittee shall notify the Division of Permits and Inspections, National Capital Parks, before starting work and when the work is completed and the area ready for inspection. (Telephone: Area Code 202-526-3555)

14. Upon the acceptance of the conditions contained in this letter, indicated by the approval of the permittee in the space provided and the return of the duplicate copy properly executed to this office, this letter becomes a permit for the work described.

Unless sooner revoked or extended in writing, permission to perform this work will expire June 30, 1972.

Sincerely yours,

(SGD) FLOYD B. TAYLOR

Superintendent

Enclosure

ACCEPTED AND AGREED to this _____
_____ day of _____, 1971.

By: (S) Charlene E. [Signature]

Title: Special Agent in Charge

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1) Prop. 1' Chute 12\"/>

End Sp. C. 0.5' Sewer Coll. Sta. 5+10 Ch. 12\"/>

Colling
 Rocks

FILE NO. MCR-117.1-514

Prop. Special Design Sewer Gutter Riser 12\"/>

Station 1
 P.I. 6+02.6

Station 2
 P.O.T. Conn. 4+50.51 A
 +13.51 P.O.C. Pte. 120
 A 56° 34' 23" P.I.

WASHINGTON