



COMMONWEALTH of VIRGINIA

Commonwealth Transportation Board

Shannon Valentine
Chairperson

1401 East Broad Street
Richmond, Virginia 23219

(804) 786-2701
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Agenda item # 6

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 and Operation of the Virginia Routes 29 and 234 Intersection

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 NCR MANA 6000 001, allowing VDOT to access and engage in activities on Manassas National Battlefield Park property/land in order to construct, operate, and maintain highway intersection safety improvements at the intersection of Virginia Route 29 and Virginia Route 234; and

WHEREAS, NPS Special Use Permit NCR MANA 6000 001 has expired and in order for VDOT to continue to access Manassas National Battlefield Park property/land necessary for maintenance and operation of the intersection of Virginia Routes 29 and 234, VDOT must enter into another permit or instrument with NPS granting such access; and

WHEREAS, the permit with NPS (attached hereto as Exhibit A) addresses the requirements and conditions applicable to, and will govern access and certain activities related to

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 and Operation of the Virginia Routes 29 and 234 Intersection

November 24, 2020

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work undertaken on Manassas National Battlefield Park property in association with maintenance of the Virginia Routes 29 and 234 intersection; and

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 operating and maintaining the Virginia Routes 29 and 234 intersection, 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 Virginia Routes 29 and 234 intersection.

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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 and Operation of the Virginia Routes 29 and 234 Intersection.

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 continue to access and engage in activities on Manassas National Battlefield Park property/land in order to operate and maintain portions of the intersection of Virginia Route 29 and Virginia Route 234. 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 maintenance and operation of the Route 29 and Route 234 intersection, or portions thereof.

Facts: VDOT and the National Park Service previously entered into Special Use Permit NCR MANA 6000 001, allowing VDOT to access and engage in activities on Manassas National Battlefield Park property/land in order to construct, operate, and maintain highway intersection safety improvements at the intersection of Virginia Route 29 and Virginia Route 234. NPS Special Use Permit NCR MANA 6000 001 has expired and in order for VDOT to continue to access Manassas National Battlefield Park property/land necessary for maintenance and operation of the intersection of Virginia Routes 29 and 234, 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 activities related to work undertaken on Manassas National Battlefield Park property/land in association with maintenance and operation of the Route 29 and Route 234 intersection. 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 Manassas National Battlefield Park property/land for purposes of maintenance and operation of the intersection.

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 and operation of the Virginia Route 29 and Virginia Route 234 intersection.

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 Manassas National Battlefield Park property/land for maintenance and operation of the Virginia Route 29 and Virginia Route 234 intersection.

Options: Approve, Deny, or Defer.

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



SPECIAL USE PERMIT

Manassas National Battlefield Park
12521 Lee Highway
Manassas, Virginia 20109



| | | | |
|---|-------------------|-------------------|----------------|
| 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
MANA
Type of Use
6000
Permit #
20-04

is hereby authorized to use the following described land or facilities in Manassas National Battlefield Park:

The area of Manassas National Battlefield Park adjacent to the intersection of Virginia Route 29 and Virginia Route 234.

The permit begins at 12:01 am / pm on 11/18/2020

The permit expires at 11:59 am / pm on 11/17/2025

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

For continued use of NPS administered lands for the expansion of the intersection as originally authorized by NPS Special Use Permit NCR MANA 6000 001. The intent of this permit is to allow for VDOT's continued use of parkland until such time as a Highway Easement Deed can be issued for the same use. At that time this permit will no longer be in force.

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

Daniel Boggs

Authorizing legislation or other authority

54 U.S.C. 100101

| | | |
|---------------------|--|--------------------|
| APPLICATION FEE | <input type="checkbox"/> Received | Amount |
| | <input checked="" type="checkbox"/> Not Required | \$ |
| 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 | \$ See Condition 9 |
| 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 Title: Commissioner

Date:

Authorizing NPS Official Title: Superintendent

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. 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.
3. 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.
4. 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.
5. This permit may be revoked at the discretion of the Superintendent upon 24 hours notice.
6. 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.
7. This permit is made upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, injuries, or death to any person or persons or property of any kind whatsoever, whether to the person or property of the Permittee, its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this permit or occasioned by any occupancy or use of said premises or any activity carried on by the Permittee in connection herewith, and the Permittee hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents, and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same to the extent allowed by Virginia Law.
8. See condition #9 of original permit in regards to liability and liability insurance.
9. Permittee agrees to deposit with the park a bond in the amount of \$ N/A 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 law.
14. All the conditions found in the previous NPS Special Use Permit NCR MANA 6000 001 (copy attached) remain in full force and effect.

UNITED STATES DEPARTMENT OF THE INTERIOR
National Park Service

Special Use Permit

Name of Use: U.S. Route 29 (Lee Highway) and
Virginia Route 234 (Sudley Road)
Intersection Safety Improvements

Date Permit, Reviewed 2000-17-08
Reviewed 20 ___ ___ ___
Reviewed 20 ___ ___ ___
Expires 2020-01-09

Long Term X

Short Term ___

Permit # NCR MANA 6000 001
Region Park Type No. #

U.S. Route 29 (Lee Highway) and Virginia Route 234
(Sudley Road) Intersection
Manassas National Battlefield Park, Manassas, VA
Name of Area

Mr. Charles O. Nottingham
Commonwealth Transportation Commissioner
Commonwealth of Virginia
Department of Transportation (VDOT) of
Name or Permittee

1401 East Broad Street
Richmond, Virginia 23219-2000
Address

(804)-786-2986
Phone

is hereby authorized during the period from (Time 12:00 am day 01 Month 09 2000), through (Time 12:00 am day 01 Month 09 2020), to use the following described land or facilities in the above named area:

The portion of: Portions of Tract Numbers 01-103, 01-137, 01-147, 01-148 and 01-171, Manassas National Battlefield Park to allow for the construction, operation and maintenance of the proposed U. S. Route 29 and Virginia Route 234 Intersection Safety Improvements project, proposed within the boundaries of the Manassas National Battlefield Park. The effected parkland and proposed work and modification are depicted in your contract specifications and drawings, which have been assigned NPS Drawing Number: 379/80057, 1 thru 67, dated August 31, 2000 and received September 06, 2000.

For the purpose(s) of: Access and temporary use of parkland for the work described in the Virginia Department of Transportation (VDOT) Project: 0029-076-119, PE101; UPC: 51196, Federal Aid Project: PRA-MANA 29(1) and outlined in the "FINDING OF NO SIGNIFICANT IMPACT ON THE ENVIRONMENTAL ASSESSMENT FOR Route 29/234 INTERSECTION SAFETY IMPROVEMENTS", Manassas National Battlefield Park, Prince William County, Virginia, dated May 2000. The proposed action authorizes the use of approximately 2 acres of NPS land for necessary road widening and installation of new left turn lanes. In exchange, Virginia Department of Transportation has conveyed to NPS fee-simple title to portions of land within the existing right-of-way that are no longer needed by VDOT for transportation purposes.

authorizing legislation or other authority (RE - DO-53): 36 CFR §14 et seq. 16 U.S.C. 1

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

*Construction Easement 4(f) (CE#d3), *The Final Environmental Impact and 4 (f) Evaluation, Dated March 1998, is included as part of this permit administration record.*

PERFORMANCE BOND: Required ___ Not Required X Amount \$ _____

LIABILITY INSURANCE: Required X Not Required ___ Amount \$ (See condition # 9 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 \$ Fee Waived.

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

PERMITTEE Chris. N. [Signature] Commonwealth Transportation Commissioner 11/29/00
Signature Date

Authorizing Official [Signature] ACTING Regional Director, NCR 11/17/2000
Signature Date

Additional Authorizing Official _____ MANA Superintendent _____
Signature Date

CONDITIONS OF THIS PERMIT

1. The Permittee shall exercise this privilege subject to the supervision of the Superintendent of Manassas National Battlefield Park (MANA), hereinafter 'Superintendent', and shall comply with all applicable laws and regulations of the area.
2. 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.
3. Benefit - Pursuant to 41 U.S.C. 22, "No Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon."
4. Assignment - This permit may not be transferred or assigned without the consent of the Superintendent, in writing.
5. Revocation - This permit may be terminated upon breach of any of the conditions herein or at the discretion of the Superintendent.
6. The 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)].
7. Permittee will comply with applicable public health and sanitation standards and codes.
8. This permit shall not be construed as a permanent interest in the land of the right-of-way or as an abandonment of use and occupancy by the United States, but shall be considered a use of the land as described, anything contained to the contrary notwithstanding.
9. The Permittee, by agreeing to this condition, assumes full liability to the extent the law allows.
 - A. State/Local Government Indemnification
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 VDOT, or its employees, to the extent allowable under the Virginia law.

B. State/Local Government Subcontractors

To the extent that work undertaken at U.S. Route 29 and Virginia Route 234 intersection Manassas National Battlefield Park, Manassas, VA is performed by other than VDOT employees, VDOT shall require such person or corporation to:

- i. Procure public and employee liability insurance from a responsible company or companies with a minimum limitation of One Million Dollars (\$1,000,000) per person for any one claim, and an aggregated limitation of Three Million Dollars (\$3,000,000) for any number of claims arising from any one incident. The policies shall name the United States as an additional insured, shall have no right of subrogation against the United States for payments of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's sole risk. Prior to beginning the intersection safety improvements authorized herein, VDOT shall provide the National Park Service (NPS) MANA and National Capital Region (NCR) Office of Lands, Resources and Planning (LRP) written confirmation of such insurance coverage.**
- ii. 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.**
- iii. 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.**

10. The Permittee shall continue to coordinate the performance of the work associated with the construction, operation and maintenance of the intersection safety improvements with the appropriate representatives of the National Park Service, MANA Superintendent or delegate (Law Enforcement Park Ranger) (703) 754-1861, and NCR Right-of-Way Permit Coordinator (202) 619-7035).

11. The Permittee shall comply with all instructions issued by the United States Park Police and other official representatives of the National Park Service (NPS) as specified by the Regional Director, National Capital Region.

12. The Permittee only has the permission to carry out those activities specifically outlined in this permit. Any additional activities beyond the scope of the approved activity must be reviewed and approved by the Regional Director (or delegate) of the NPS.

13. Any alterations to this permit must be in writing and signed by the parties. The Permittee is granted authority for construction, operation and maintenance until the expiration date of this permit. No renewal of this permit or future use beyond the expiration date is authorized, unless regulations at time of expiration shall grant use.

14. All traffic management activities undertaken throughout the course of this project shall be undertaken in accordance with the "Manual of Uniform Traffic Control Devices" (MUTCD). The Permittee shall provide documentation of such compliance for review and concurrence to the MANA Superintendent (or delegate) prior to undertaking the work.

15. The Permittee shall be responsible for the cost and repairs to any structures, facilities, installation, sod, soils, or landscape vegetation on parkland damaged by the work authorized under this permit and

shall; at the direction of NPS, submit detailed plans for the repair, restoration and/or replacement of such to the MANA Superintendent.

16. The Permittee will halt any activities and notify the Office of Lands, Resources and Planning or designated Manassas National Battlefield Park representative upon discovery of threatened or endangered species or archeological, paleontological, or historical findings. All artifacts unearthed remain the property of the Manassas National Battlefield Park.

17. Traffic is limited to construction vehicles only; no personal vehicles shall be parked on parkland. Permittee and contractor vehicles shall be kept to a minimum, and shall be parked in a manner to cause no damage to park facilities and/or resources. At no time will visitor use of the Stone House parking area and walkways be closed without prior approval of the appropriate NPS representatives.

18. The Permittee shall erect and maintain a tree protection fence (wooden snow fence) after obtaining approval of submitted drawing(s) and field staking of structures in the field with the appropriate NPS representatives. A lack of fence maintenance will be cause for a stoppage of on-site work. The Permittee shall keep all fence and signs posts presentable in appearance; repair or remove/replace damaged signs and remove graffiti within 48 hours of discovery or notification. If damaged or unsightly signs persist for an unreasonable time without repair, NPS will have the option to make the area presentable until repairs can be made by VDOT. VDOT shall be responsible for all cost.

19. The Permittee shall take adequate measures as directed and approved by the Regional Director (or the delegated Superintendent), to prevent or minimize damage to park resources. This may include restoration, soil conservation and protection measures, landscaping, and repairing roads, trails, fences, etc. Any waste or erosion materials entering on parkland 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. The Permittee shall dispose of brush (burning is prohibited on NPS lands) and other refuse as required by the Regional Director. The Regional Director or his representative may inspect the area as deemed necessary.

20. The Permittee agrees that the use shall be subject to the express condition that the use will not unduly interfere with the management and administration by NPS of the lands. Further, the Permittee agrees and consents to the occupancy and use by the park, its Permittees, or lessees of any part of the right-of-way not actually occupied or required by the project, or the full and safe utilization, for necessary operations incident to such management, administration, or disposal.

21. Parkland shall be maintained in a neat appearance at all times. The Permittee shall remove all construction trash, debris, and litter left at the site daily. All foreign debris is to be cleaned and removed from the park grounds upon completion of the work and any reseeded or other restoration will be the responsibility of the Permittee.

22. All work will proceed during daylight hours only, unless prior approval in writing by the appropriate NPS representatives.

23. Refueling or maintenance of equipment will not be allowed outside of the limits of the temporary construction area as shown on sheet 1D of the aforementioned project plans and labeled as the Temporary Construction Permit. The Permittee shall have an approved Spill Response Kit available at all times. All spills must be reported to the Superintendent or a designated representative immediately. The Permittee's method/procedure for performing necessary refueling/maintenance of equipment on NPS property shall take adequate measure to prevent damage to park resources. Any damage to parkland as a result of these activities shall be the responsibility of the Permittee. All damaged property

shall be cleaned and/or restored to the satisfaction of NPS. This restoration shall take place within the time period directed by NPS. The Regional Director or his representative may inspect the area as deemed necessary.

24. Each construction vehicle shall be equipped with a fire extinguisher.

25. All accidents must be reported to the Manassas National Battlefield Park immediately.

26. In construction, operation and maintenance of this facility, the Permittee will require its employees and contractors to follow all relevant Occupational Safety Health Administration (OSHA) safety regulations and exercise all standard safety precautions.

27. The Permittee shall provide a port-a-jon(s) within the staging area, off of NPS property.

28. The Permittee will not install and/or maintain a staging/layout area on NPS lands. The project area should also be secured carefully each night and on weekends to prevent unauthorized entry.

29. All construction vehicles using parkland roadways shall carry a copy of this permit and an approved construction traffic plan. A copy of this permit, enclosures, amendments and explanatory notes shall be kept by the permittee onsite at all times.

30. All access roads constructed by the Permittee on parkland are viewed as temporary structures necessary for the project. Such structures shall be removed at the completion of the project and affected area shall be restored to the original condition.

31. The permittee shall 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 repair and maintenance.

32. No waste, dusts, or erosion materials shall be allowed to enter natural or manmade water or sewer systems in or on parkland.

33. All work shall be conducted in accordance with all applicable federal, state and local rules and regulations. The Permittee shall be responsible for acquiring full knowledge of these rules and regulations and for complying with them.

34. At the end of each workday the Permittee shall seal the collected waste material and shall transport in closed leak proof containers to a temporary hazardous waste storage/staging area site. All drums shall be in new condition and approved for use by the NPS delegate. Spent material from the structures shall be placed in containers and clearly identified with the bridge number, contract number, contractor's name, contents and the date on which accumulation began.

35. The Permittee must prevent the unknowing entry of persons or livestock onto the active (construction) portions of the site. The site must also provide protection from vandalism and unauthorized access by the general public. A sign with the legend "DANGER-UNAUTHORIZED PERSONNEL KEEP OUT" must be posted at each entrance to the active portion of the site and at other locations in sufficient numbers to be seen from any approach to the active portion.

36. The Permittee shall provide the NPS delegate(s) safe access to all areas for inspection during construction and maintenance operations. Safe access shall conform to OSHA standards. The NPS

delegate shall have safe access at any point within the site at any time as required. The Permittee shall submit his plan for safe access to the NPS delegate for approval before the start of work.

37. The permittee shall submit to the Office of Lands, Resources and Planning one (1) paper and two (2) electronic copies of as-built drawings at the close of the permit (within 120 days of substantial completion of all work). Drawings should use real world coordinates using National Geodetic Survey benchmarks or survey monuments, or Global Positioning System (GPS) techniques. The electronic copies shall be on CD-ROM, in software compatible with AutoCAD 2000 or newer.

38. The permittee shall have received all necessary permits required by outside agencies for work to be performed under this permit. The permittee shall supply NPS with a copy of these permits before any work covered by said permits begins.

39. All lawn areas shall be restored in accordance with the National Capital Region Landscape Turf Establishment Specifications Seeding/Sodding by grading (positive drainage), top soiling, fertilizing and sodding as specified to a satisfactory standard. All sod shall be certified as specified in the contract documents. Newly placed sod shall be maintained until growth is well established and accepted by NPS. With prior approval by NPS lawn areas may be restored by seeding during the periods of August 1 through October 31 and from March 1 through April 15.

40. Sodding shall not be done during freezing weather, when the ground or sod is frozen, or when the areas to sod are too wet or too dry. All areas within 10 feet of paved surfaces and or structures will be sodded. The project area and all exposed soils will be aerated to NPS standards (see "Turf Establishment Specifications Seeding/Sodding (specification section 02959)). All disturbed areas will be seeded and maintained until complete uniform coverage is successful and accepted by MANA Superintendent. The seed mix will vary with the season of seeding (see attached specification section 02959 for additional information).

41. All topsoil shall meet the requirements of Section 624, and related Sections 625, 626 and 627 of the Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects (FP-96). In addition, all soils that are placed in areas to support plant life shall be subject to testing, replacement, amendment, and certification by VDOT, to the effect that finished soils shall support successful tree and other plant material growth. Compacted soils conditions resulting from project activities shall be corrected to depth of not less than 3 feet below finished grade and to a density of not more than 75 percent compaction.

42. The permittee will be responsible for mowing and other maintenance within the project area until turf is successfully reestablished and NPS agrees to accept the area as satisfactorily restored. If completion of work on the site occurs at a time that is not suitable for complete restoration of parkland, the work area on NPS land will be stabilized and made presentable until full restoration of the land can be implemented.

43. The Permittee shall preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the site, which do not reasonably interfere with the construction. The permittee shall follow the National Park Service, "National Capital Region Guidelines for Tree Protection" (copy enclosed). When work is allowed within the tree protection zone by NPS, the permittee will submit a tree and tree root protection plan for the Superintendent's approval. The Permittee shall protect existing vegetation as directed by authorized NPS representatives before any work starts. The plan may include but is not limited to physical protection, root fertilization, root aeration, root pruning and crown pruning. All trees and tree root areas within the permittee's work area, which in the opinion of NPS are liable to accidental damage during construction, will have four foot high wooden snow fence erected at the edge of the tree

protection zone. If NPS concludes that damage has occurred to the tree root system the permittee will perform all mitigation required by NPS.

44. Pruning of NPS trees must be done with the approval and in the presence of an official of the Office of Lands, Resources and Planning, National Park Service. All pruning must conform to the American National Standard for Tree Care Operations; Tree, Shrub and other Woody Plant Maintenance; Standard Practices, as adopted by the current publication of National Arborist Association, Inc.

45. The species, size, and planting location will be determined by NPS. The Office of Lands, Resources and Planning shall have the right to inspect and/or select replacement plants at the grower(s) prior to the delivery of plant material to the site. Inspection of plant material at nursery/growers does not prohibit NPS's rejection of same onsite at a later date. The permittee will plant the trees during either the spring or fall planting season, in accordance with the "NPS-NCR Tree Planting Specifications" (available upon request), and guarantee the plantings for a period of 18 months.

46. If the NPS concludes that damage has occurred to the established turf/grassy areas the permittee will perform all work necessary to establish a uniform stand of turf in accordance with the NPS-NCR "Turf Establishment Specifications Seeding/Sodding," specification section 02959 (available upon request).

47. The Office of Lands, Resources and Planning and the Regional Director (or a delegate) shall be notified in writing no less than 2 weeks prior to the follow events: the pre-construction meeting, initiation of work, all formal progress meetings with the Permittee, the substantial completion inspection meeting, completion of work and final inspection. Notification can be in writing or by telephone at (202) 619-7035. An onsite meeting will be conducted no less than one week prior to the start of construction between representatives of the park and the permittee's construction/maintenance supervisor to determine and clarify the scope of the project and any requirements of NPS. The permittee's construction/maintenance supervisor will contact the park on the morning of the first day of work and each morning thereafter prior to entering the park, advising the location and extent of work crews and equipment in the park.

48. Use of pesticides and/or herbicides on parkland is prohibited without prior written approval from the Regional Director.

49. The permittee is granted approval to install and maintain throughout the work phase of the project an unpainted wooden stockade type fence in the work areas near the construction site. The location of the fenced area will be field located and approved by NPS. This fence is to be a minimum of 6 feet in height and shall provide screening of work activities and serves to retain all activities within the prescribed staging and storage area. If the fence is damaged or vandalized the permittee will repair the fence as needed in order to maintain a neat appearance at all times. The project area should also be secured carefully each night and on weekends to prevent unauthorized entry.

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

Name

Title

Telephone Number

UPON THE ACCEPTANCE OF THE CONDITIONS CONTAINED IN THIS PERMIT, INDICATED BY THE APPROVAL OF THE PERMITTEE IN THE SPACE PROVIDED, AND THE RETURN OF THE DUPLICATE COPY PROPERLY EXECUTED TO THIS OFFICE WITHIN NOT MORE THAN 30 DAYS OF ISSUANCE, THIS PERMIT BECOMES VALID FOR THE PERMIT DESCRIBED. RETURN ONE SIGNED COPY TO:

**Attention: Steve G. Jones
National Park Service
National Capital Region
Lands, Resources and Planning
1100 Ohio Drive, SW.
Washington, D.C. 20242**

ATTACHMENT A

National Park Service, National Capital Region Guidelines for Tree Protection

All trees shall be protected with a complete enclosure of an NPS approved protective fencing that encompasses the entire Root Protection Area. The Root Protection Area is defined as an area equal to a radius of 1.5 feet for each inch of trunk diameter measured 4.5 feet above the ground (ie: Diameter at Breast Height, dbh). Therefore, a 10 inch dbh tree will have a Root Protection Area equal to 15 feet from the main trunk in all directions.

The defined Limits of Disturbance shall be outside the Root Protection Area. Limited activity may take place within the Root Protection Area with the expressed permission of the National Park Service in areas determined to be safe from damage. When the NPS approves work within the Root Protection Area, the following conditions shall be met:

1. Work shall be confined to the smallest possible area and accomplished as quickly as possible. The work area and time frames for commencing and completing work shall be approved by the NPS before any construction activities begin.
2. No excavations can be conducted in the Root Protection Area without first root pruning the affected area(s). Areas to be root pruned, time frames, equipment to be used to perform root pruning shall be approved by the NPS. Excavations that will leave roots exposed for more than 24 hours may require additional mitigation to prevent erosion and root desiccation.
3. The area not involved with the principle work shall be fenced and/or barricaded as directed by the NPS.
4. At the completion of this work the entire Root Protection Area shall be secured with a complete enclosure of protective fencing.
5. All trees surrounding the site will be monitored during construction for health and stress by NPS Certified Arborists who possess technical competence through experience and related training to provide for the care of the trees impacted by construction activities. If so determined by the NPS, the implementation and execution of additional mitigation in accordance with accepted arboricultural industry standards shall be performed. Mitigation may include but is not limited to pruning, cabling/bracing, fertilization, treatment with endo and ecto mycorrhizal fungi and root bio-stimulants, aeration and mulching of the root zones to assist trees in overcoming stress due to construction impacts.

The contractor will be held responsible for ensuring that all work including, the storage of materials and equipment; the parking of vehicles, and all other operations in connection with construction is confined to the defined Limit of Disturbance. Unauthorized trespasses into the Root Protection and/or cutting or damage to trees will be subject to liquidated damages at the current value for a cross sectional square inch of dbh in accordance in accordance with the guidelines provided by the Council of Tree and Landscape Appraisers and the International Society of Arboriculture. The 1998 value is \$31 per cross sectional square inch putting a base value for a 30" specimen elm at \$22,000.

R. DeFeo 12/15/98

The following is how these guidelines have been translated into a specification.

WORK AREA:

Contractor shall confine his work, the storage of materials and equipment, the parking of vehicles, and all other operations in connection with this contract to the specified work areas approved by the COR. The Contractor shall not permit heavy equipment or vehicles or the stock piling of heavy materials off hard surface roads without the expressed permission of the COR. Limited activity may take place within the root protection area with the expressed permission of the COR in areas determined to be safe from excessive damage. The root protection area is defined as an area equal to a radius of 1.5 feet for each inch of diameter at breast height (dbh) (ie: a 10 inch dbh tree will have a root protection area equal to 15 feet from the main trunk in all directions). All damage resulting from such operations shall be repaired to its original condition or to the satisfaction of the COR at no additional cost to the Government.

RESPONSIBILITY REGARDING PLANT MATERIALS

The contractor shall preserve and protect all existing trees, and shrubs, and grass areas on or adjacent to the work area which do not reasonably interfere with work. The contractor shall be responsible for all unauthorized cutting or damage to trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass and other surfaced areas by equipment. Such damaged areas or materials shall be restored, repaired or replaced by the contractor, as directed by the COR, at no additional cost to the Government. Unauthorized trespasses into the Root Protection and/or cutting or damage to trees will be subject to liquidated damages at the current value for a cross sectional square inch of dbh in accordance in accordance with the guidelines provided by the Council of Tree and Landscape Appraisers and the International Society of Arboriculture. The 1998 value is \$31 per cross sectional square inch putting a base value for a 30" elm at \$22,000.

**TURF ESTABLISHMENT SPECIFICATIONS
SEEDING/SODDING**

PART 1: SCOPE

The work to be performed under this contract shall consist of providing all materials, labor, equipment, tools and services necessary to establish a uniform stand of turf in accordance with the bid schedule and specifications herein. Therefore any items not specifically noted, but necessary for a complete renovation, shall be furnished under this contract.

PART 2: GENERAL PROVISIONS

2.01 QUALITY ASSURANCE

- A. All site preparation and seeding shall be performed by individuals that have verifiable experience turf management.
- B. All work shall be under the direction and general supervision of a grounds maintenance foreman who possesses verifiable experience and technical competence in turf management. The foreman shall be present at all times work is being performed and shall be responsible for controlling the quality of work and inspecting all completed work to ensure that contract performance requirements are met. The foreman will be the primary contact with the Contracting Officers Representative (COR).
- C. All herbicide applications shall be under the direct supervision of a Certified Pesticide Applicator licensed to spray within the states of Virginia and Maryland and the District of Columbia who possesses verifiable experience and technical competence in applying herbicides to vegetated areas. The Certified Pesticide Applicator shall have verifiable work experience as a full time direct supervisor of herbicide application work crews and must be present on the job site at all times work is being performed or pesticides are being handled. The Certified Pesticide Applicator shall be the primary contact with the COR responsible for controlling the quality of work and inspecting all completed work to ensure that contract performance requirements are met.
- D. All workers handling or applying herbicides shall, be registered as pesticide applicators and, through related training and on the job experience, be familiar with the safety and technical aspects of applying herbicides and equipment used in such operations.
- E. All workers shall, through related training and on the

job experience, shall be familiar with the technical aspects of turf management and equipment used in such operations. All workers shall abide by any code of ethics or professional conduct established by the Landscape Contractors Association MD-DC-VA.

- F. A list of all crew supervisors and workers anticipated as part of the work crews as well as their positions (ie: tractor/mower operator, laborer), affiliation with the company, and related training and on the job experience shall be submitted.
- G. All workers shall be recognizable as employees of the Contractor by wearing distinctive clothing bearing the name of the company or by wearing appropriate badges which show the Contractor's company name and employee name.
- H. The Contractor shall submit copies of all licenses and certificates necessary for complying with Federal, State, and Municipal laws, codes, and regulations concerning the application of herbicides.
- I. The contractor shall not subcontract any work required by this contract without the express written approval of the Contracting Officer (COR). If the COR approves the Contractor to subcontract any part of the work required under this contract, a copy of any such subcontract shall be provided to the COR.

2.02 SCHEDULING AND COORDINATION:

- A. Work under this contract shall be executed in accordance with the schedules outlined in the specification hererin unless approved otherwise by the COR.
- B. Work shall only be performed under only under favorable weather and soil conditions as determined by the COR.
- C. Soil and seed bed preparation shall only be performed after all other work affecting the ground surface has been completed (ie: no vehicular traffic not directly associated with renovation shall be permitted into the areas to be seeded once site preparation has begun).
- D. The contractor shall notify the COR 42 hours prior to beginning work. Work shall be performed between the hours of 7:00 a.m. and 3:30 p.m. Monday through Friday, legal holidays excluded, unless authorized in writing by the COR.
- E. Work shall be scheduled and arranged so as not to interfere with normal activities of the park. Advanced

notice will be given to the contractor if a conflict is expected. Any plant debris, personnel or equipment that would interfere with an activity or event shall be removed prior to the activity.

- F. Once work begins the contractor shall be on the job site each day in which weather conditions are favorable.
- G. All work within a designated area shall be completed, inspected, and accepted in accordance with the procedures stated herein before beginning work in another area.
- H. The time stated for completion shall include final cleanup of the premises.
- I. **If, at any time, the COR determines that the work is unsatisfactory or being conducted in an unsafe manner, the contractor will be notified and shall immediately cease all work activities.**

2.03 REPORTS:

- A. The contractor shall maintain a daily work log recording the quantities of work performed and the locations. If requested a copy shall be filled with the COR on a daily or weekly basis.
- B. The National Park Service will supply, and the contractor shall maintain, a daily pesticide use log for all areas treated. A copy shall be filed with the COR within 24 hours of application.

2.04 SAFETY:

- A. All equipment must meet all federal OSHA, state and local safety requirements and must be properly licensed. A list of the equipment anticipated for use shall be submitted and include the make and model, year manufactured,, tag # if applicable, and date of last inspection. The name or logo of the contractor must be clearly displayed on all trucks used on the job.
- B. All operations shall be conducted in accordance with all national and local safety codes, laws, rules, regulations and ANSI safety requirements.
- C. All workers shall wear required safety equipment.

2.05 WORK AREA:

Contractor shall confine his work, the storage of materials

and equipment, the parking of vehicles, and all other operations in connection with this contract to the areas approved by the COR. The public ways shall not be encumbered with any of the above or any unusual traffic situations created by reason of operations under this contract without the approval of the COR.

2.06 RESPONSIBILITY REGARDING EXISTING PLANT MATERIAL AND OTHER LANDSCAPE FEATURES:

The Contractor shall preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the site which do not reasonably interfere with the construction. The root protection area is defined as an area equal to a radius of 1.5 feet for each inch of diameter at breast height (dbh) (ie: a 10 inch dbh tree will have a root protection area equal to 15 feet from the main trunk in all directions). Trees and shrubs that may be subject to construction activities within the root protection area shall be protected as directed by the COR. The Contractor shall be responsible for all unauthorized cutting or damage to trees and shrubs, including damage resulting from careless operation of equipment, stockpiling of materials or tracking of grass and other surfaced areas by equipment. Such damaged areas or materials shall be restored, repaired or replaced by the Contractor, as directed by the COR, at no expense to the National Park Service (NPS) prior to Initial Acceptance.

2.08 PATCHING OF PUBLIC SIDEWALKS, CURBS, GUTTERS, AND STREETS:

Contractor shall patch, repair or replace portions of sidewalks, curbs, gutters, streets, manholes, and the like that are damaged in connection with work under this contract or as a result of operations thereunder. Materials and methods shall conform to the current standards for the area damaged, match existing on-site materials, shall meet the approval of all cognizant officials and the COR. All damaged areas shall make smooth, satisfactory, and imperceptible transitions to existing adjacent work, and shall be performed without additional expense to the NPS.

2.09 RESPONSIBILITY REGARDING EXISTING UTILITIES AND STRUCTURES:

The existence and location of under ground utilities on the plans are not guaranteed and shall be investigated and verified in the field by the contractor before starting work. Excavation in the vicinity of existing structures and utilities shall be carefully performed. The Contractor will be held responsible for any damages to, and for maintenance and protection of existing utilities and structures. To locate utilities in the field, contact Miss Utility on 800-552-7001, forty (40) hours in advance of work.

2.10 AIR AND WATER POLLUTION CONTROL:

The Contractor shall take all necessary measures to prevent soil erosion, air and water pollution by any material and/or equipment used during construction. The Contractor shall keep the site clean and free of trash and debris.

2.11 CLEANUP AND RESTORATION:

The Contractor will be required to furnish all labor, materials, and equipment for daily cleanup and restoration of all disturbed areas or features which have been damaged during the course of work. If so directed, the Contractor shall be prepared to sweep and wash paved surfaces daily or as needed. The Contractor shall also be responsible for replacing all damaged turf areas to the satisfaction of the COR.

2.12 REFERENCE STANDARDS:

A. Topsoil: National Soil and Fertilizer Research Committee

B. Seed:

1. Association of Official Seed Certifying Agencies

2. Extension Services of University of Maryland or Virginia Polytechnic Institute and State University.

C. Fertilizer:

1. Association of American Plant Food Control Officials

2. FS 0-F-241 - Fertilizers, Mixed, Commercial.

D. Lime:

1. Association of Official Agricultural Chemists.

2. Association of American Plant Food Control Officials.

2.13 APPROVALS: All approvals shall be in writing

2.14 DEFINITIONS:

A. Shall - As used in these specifications denotes a mandatory requirement

B. Should - As used in these specifications denotes an advisory recommendation.

Part 3: Materials

3.01.1 Seed

- A. Seed shall be a mix of certified Turf-type Tall Fescue (*Festuca arundinacea*) Kentucky Bluegrass (*Poa pratensis*), and Perennial Ryegrass (*Lolium perenne*). The mix will vary with the season of seeding. Specifically.
1. Fall Seeding, August 15 - October 31: Seed shall be a 70% certified Tall Fescue (*Festuca arundinacea*) consisting of 3 varieties of which no variety exceeds 30%, 20% Kentucky Bluegrass (*Poa pratensis*), and 10% Perennial Ryegrass (*Lolium perenne*).
 2. Spring Seeding, February 15 - March 30: Seed shall be a certified Turf Type Perennial Ryegrass with consisting of 3 varieties of which no one variety should exceeds 40% or is less than 20%.
- B. All varieties or cultivars shall be listed as "proven cultivars" in the most recent recommendations published by the University of Maryland or Virginia Polytechnic institute and State University and/or the National Turfgrass Evaluation Program for traffic tolerance (Attachment A).
- C. All seed shall have: a minimum purity of 98%, and a minimum germination of 85% and be certified free of *Poa trivialis*, timothy, bentgrass, Canada bluegrass, tall fescue, dock, cheat, chess, chickweed, plantain, crabgrass, bermudagrass and black medic. Fourescence for perennial ryegrass shall not exceed three (3) percent.
- D. Certification for each seed type shall be conducted by an approved testing laboratory prior to the mixing of seed. The results of the seed certification shall be submitted to the COR for approval prior to delivery of seed to the site.
- E. Deliver in original containers showing analysis of seed mixture, percentage of pure seed, year of production, net weight, date of packaging and location of packaging. Damaged packages are not acceptable.
- F. Seed shall be stored in a manner to prevent wetting and deterioration in rodent proof containers by the until placement in the seeder. Seed which has become wet, moldy, or otherwise damaged in transit or storage will not be accepted.

3.01.2 Sod

- A. Shall be Certified Turf Type Tall Fescue Sod grown from a mixture of one or more varieties of tall fescue seed, and Kentucky bluegrass seed, which meets the certification requirements published by the extension services of the University of Maryland or Virginia Polytechnic Institute and State University.
- B. Source(s) of sod shall be submitted to the COR within 7 days of receiving a delivery order. Each load of "Certified Sod" or "Certified Turf" shall be accompanied by, in the same vehicle, an official certification label and that label must be attached to a dated invoice, bill of lading or labeling information document.
- C. Shall be harvested and delivered within a period of 24 hours and kept moist until placement.
- D. Shall be machine cut at uniform soil thickness of 3/4 inch, +/- 1/4 inch, excluding top growth and thatch. Individual pieces shall be at least 12 inches wide and of length such that each piece is at least 1/2 square yard. Maximum allowable deviation from standard width is 5 percent.
- E. Broken pieces and torn or uneven ends will not be accepted. Each piece of sod must be strong enough to support its own weight and retain its size and shape when suspended vertically from a firm grasp on the upper 10 percent of the piece.

3.01.3 Fertilizer:

- A. Shall be a natural organic fertilizer derived from activated sewage sludge with a minimum of 90% of the total nitrogen as water insoluble nitrogen (WIN) such Milorganite, 6-2-0 developed by the Milwaukee Metropolitan Sewage District, 260 West Seeboth Street, Milwaukee, Wisconsin (414-221-6810 or an approved equal.
- B. Shall conform to all State and Federal laws.
- C. Shall be granulated in accordance with Term T-16, Association of American Plant Food Control Officials. Specifically:

T-16. Granular Fertilizer - One in which 95 percent or more of the product is retained on a series of sieves within the range of U.S. No. 4 (4.75 mm opening) to and including U.S. No. 20 (0.850 mm opening), and in which

the largest particle passes through a sieve having an opening not larger than four (4) times that of the sieve which retains 95 percent or more of the product.

- D. Shall be delivered in unopened waterproof bags showing weight, chemical analysis and name of manufacturer. Bulk fertilizer may be approved by the Contracting Officer provided the same information is included on the bill of lading. Store in a manner to prevent wetting and deterioration.

3.01.4 Ground Limestone

- A. Shall be calcic or dolomitic agricultural ground limestone containing at least 85% of total calcium and magnesium carbonates with 40% passing a No. 100 sieve and 95% passing a No. 8 sieve.
- B. Shall be delivered in unopened waterproof bags showing weight, composition, texture, and name of manufacturer. Bulk lime may be approved by the Contracting Officer provided the same information is included on the bill of lading. Store in a manner to prevent wetting and deterioration.
- C. Burnt or hydrated lime shall not be used.

3.01.5 Imported Topsoil:

- A. Topsoil shall be natural, surface soil, in a friable condition and contain less than 3 percent subsoil. The topsoil shall be free of hardpan material, stones and clods larger than 1/2 inch in diameter, sticks, tree or shrub roots, debris, toxic substances (ie. residual herbicides) and other material detrimental to plant growth. The area and the topsoil 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.
- B. Contractor shall notify COR of location of all sources of the topsoil and furnish the COR a certified report from the agricultural experiment station or approved agricultural laboratory of an analysis performed not more than 60 days prior to the date of submission. The topsoil shall be certified to meet the following requirements:
 - 1. Shall be a natural, original surface soil of a sandy loam texture with a mechanical analysis of 60-65% sand, 15-25% silt and 10-15% clay.

2. Shall have at least 2%, but not more than 5%, organic matter.
 3. Soil pH shall 5.5 to pH 6.5 inclusive unless otherwise specified.
 4. Soil salinity by electrical conductivity measurement shall not exceed 600 parts per million (ppm) as determined by Black, Editor "Method of Soil Analysis", Part 2, published by the American Society of Agronomy, 1965.
 5. The soil nutrient level shall be greater than 100 lbs/acre of magnesium, 150 lbs/acre of phosphorous, and 120 lbs/acre of potassium.
- C. Ground limestone per 3.01.4 at not more than 5 pounds per cubic yard of topsoil may be used to adjust an acidic condition and shall be thoroughly mixed by volume.
- D. Topsoil which has been synthesized by blending materials which individually do not meet the requirements of this specification will not be accepted even though the resulting blend meets the organic matter, mechanical analysis, Ph and soluble salts requirements.
- E. The COR reserves the right to inspect and sample all topsoil at the source and at the time of delivery. These inspections will be made without cost to the Contractor.
- F. Topsoil shall be delivered in dry, unfrozen, condition.

3.01.6 Screened Leaf Mold

- A. Shall be Leafgro as available through Maryland Environmental Services, 2011 Commerce Park Drive, Annapolis, MD 21401, (301/261-8596), or approved equal, completely composted and free from all materials such as glass, paper, plastics, and shall meet the following specifications:

| | |
|---------------------------|--------------------------|
| 1. pH | 7.3-7.8 |
| 2. Soluble Salts | 4.3-9.9 mmhos/cm |
| 3. Nitrogen | 1.5-2.7% |
| 4. Phosphorous | .2-.5% |
| 5. Potassium | .10-2% |
| 6. Water holding Capacity | 110-140% |
| 7. Bulk Density | 1,100-1,200 lbs./cu. yd. |
| 8. Moisture content | 50-70% |
| 9. Organic Matter | 38-46% |

10. Particle Size 100% passage through 3/8" mesh

B. Deliver in dry, unfrozen, completely composted condition.

C. Composted Sewage Sludge shall not be used as a substitute for Screened Leaf Mold.

3.01.7 Herbicide Application Accesories:

A. Herbicide: Shall be Roundup (Isopropylamine salt of Glyphosate), EPA Registration Number 524-308-AA. Deliver in original unopened containers with all product labels.

B. Marker Dye/Colorant: Shall be Blazon or an approved equal.

3.01.8 Hydraulic Seeding Mulching Accesories:

A. Cellulose Fiber: Shall be a cellulose fiber manufactured using 100% recycled materials, free from weeds, growth, germination-inhibiting ingredients or foreign matter detrimental to plant life. Oat or wheat straw, hay or chopped cornstalks are not acceptable.

B. Locking Fibers: Shall be individually crimped locking fibers specifically designed for use in hydraulic planting equipment. Note: A mechanically bonded Fiber matrix manufactured with crimped polyester fiber and wood fiber specifically designed for erosion control, slope protection and revegetation is a suitable substitute for locking fibers provided the material and rate of application is apporved before application by the COR.

C. Tacking Agent: Shall be a high strenth organic polymer with added marker dye.

D. Marker Dye/Colorant: Shall be Blazon or an approved equal.

3.01.9 Water: Shall be potable.

3.01.10 Submittals: The following shall be submitted within 5 working days after award.

A. Seed: Submit seed vendors certification of grass seed mixture, indicating percentages of weight, purity and germination for each grass species.

A. "Certified Sod" or "Certified Turf": Source and

vendors official certification label and dated invoice, bill of lading or labeling information document.

- B. Screened Leaf Mold: Source(s), documentation and certification of chemical composition and 5 pound sample.
- C. Fertilizer/Limestone: Documentation and certification of chemical composition and analysis and application rates.
- D. Herbicide: Product label and mixing rates and application rates.
- E. Hydraulic Seeding Mulching Material (ie: Cellulose Fiber, Bonded Fiber Matrix, Tacking Agent and Marker Dye): Manufacturer and composition.
- F. Imported Topsoil: Location of all sources and Certified report of chemical analysis from State Agricultural Experiment Station or approved agricultural laboratory performed not more than 60 days prior to date of submission, including acidity, salinity, fertility, texture and recommended rate of application of lime and fertilizer to imported and existing topsoil to sustain turf growth. The right is reserved to inspect and sample all topsoil at the source and at the time of delivery. These inspections shall be made without cost to the Contractor.
- G. Posting Signage: 1 sample of each sign specified for use.
- H. Employee List: A list of all crew supervisors and workers anticipated as part of the work crews as well as their positions (ie: Supervisor/Foreman, Tractor Operator, Pesticide Applicator, laborer etc.), affiliation with the company, and related training and on the job experience.
- I. Equipment list for all specified equipment.

PART 3: EXECUTION

3.01 Eradication of Existing Vegetation:

- A. Spray Equipment:
 - 1. Shall be leak proof and corrosion resistant. Galvanized (zinc coated) spray equipment is not permitted for use.
 - 2. Shall be thoroughly cleaned and free of rust, residues, and particulate matter such as grit and

sand.

3. Shall be equipped with properly fitting covers or hatch plates and a hand valve at the bottom of the tank for shut off in the event of a hose leak.
4. Shall be equipped with standard hoses and nozzles of the type most commonly used in applications of herbicides to plant surfaces.
5. Shall not have mechanical agitators and all bypass lines shall terminate at the bottom of the tank.

C. Execution:

1. General:

- a. A pre-herbicide application conference will be held prior to mixing or transporting any herbicides to the designated sites. The time, date, and location shall be agreeable to personnel of the Contractor and the Park Service who are responsible for the contractual requirements of both parties. Topics for discussion, but not limited to, will be scheduling and areas to be treated, handling, mixing, application of herbicides, sprayer capabilities (ie: pressure and nozzle types) and , safety etc. Participation at this conference is mandatory prior to beginning any applications of herbicide. After the conference the contractor shall notify the COR 48 hours prior to beginning any work.
- b. The contractor will be responsible for procurement, handling, storage, and safeguarding of herbicides from the time of delivery through completion of applications. All operations will conform to manufacture's pesticide label instructions and the appropriate state requirements for storage, transportation, and application of insecticides.
- c. Herbicide Spill Plan: The contractor shall develop and submit a Herbicide spill plan to the Park Service for approval before any herbicides are delivered.
- d. All herbicide applications shall be conducted under favorable weather as determined by the COR.

- e. No applications shall be conducted when the winds are gusty or in excess of 5 miles per hour or when other conditions, including lesser wind velocities, will allow drift to occur. Avoid combinations of pressure and nozzle type that will result in fine particles (mist) which are more likely to drift.
- f. The contractor shall be responsible for the calibration during calibration and characterization trials at a mutually agreed upon time and place before spraying begins. All applications shall be in accordance with the pressures and flow rates established during these trials.
- g. All applications shall be properly directed to avoid drift and contact with non-target adjacent turf areas or desirable plants.
- h. The contractor shall perform routine maintenance to the spray system at times that will not interfere with the scheduled spraying. Only emergency repairs are to be performed during scheduled spray hours.
- i. The contractor shall be responsible for supplying all hoses for mixing equipped with anti-siphon valves to prevent back siphoning into water source.
- j. Upon completion of herbicide application, post all treated areas at 30 foot intervals with signs at least 4x5" and printed in easy to read lettering. The sign shall include the phrase "Keep Off" with appropriate symbol. It must also include a phrase "Pesticide Application", "Herbicide Application" or similar statement and include the date and time of application. The National Park Service will be responsible for removing the signs.
- K. If so directed by the COR a second herbicide application shall be applied to target any turf or undesirable vegetation that was that was not eliminated during the first application at no additional cost to the government.

2. Broadcast Treatments (High Volume Boom Type Sprayers):

a. Calibration: Sprayer shall be calibrated to apply 40 gallons of spray per acre at 40 psi at tank gauge (boom nozzle pressure should approximately 38 psi during operation and approximately 42 psi in shut off mode).

b. Mixing:

1. Tanks shall be inspected before filling with water or herbicide.
2. All hoses for filling shall be equipped with anti-siphon valves to prevent back siphoning into water source.
3. Fill the spray tank with 1/2 the required amount of water. Mix Roundup at a rate of 2-2.5 gallons (8-10 quarts) in 100 gallons of water (2-2.5%). After adding Roundup mix well before adding the remaining portion of water. When filling place the hose below the surface of the solution to prevent excessive foaming.
4. After the tank is full add Colorant at the recommended rate. Do not add additional surfactant or mix herbicide with any materials other than dye and water.

c. Application

1. All existing vegetation shall be cut to a height of 5-6 inches before treatment with a herbicide.
2. Apply herbicide to specified areas at a rate of 40 gallons/acre so that the coverage is uniform and complete.
3. Spray valves shall be open only while sprayer is over target. The spray valve shall be closed at the end of each pass and for turning, loading, and site to site movement.
4. Herbicide is not to be applied to any non-target vegetation.
5. During spray applications it may be necessary to flush the spray system with water when the operation is delayed

because of inclement weather or other factors. All flush water shall be sprayed on a treatment site identified by the government at the contractor's expense.

6. 10-14 days after application, mow all resulting dead vegetation to height of 3 inches.

3. Spot Treatments (Hand Held or Backpack Sprayers):

- a. Mixing: Fill the spray tank with 1/2 the required amount of water. Mix Roundup at a rate of 2-2.5 ounces (4-5 tablespoons) per gallon. After adding Roundup mix well before adding the remaining portion of water. When filling place the hose below the surface of the solution to prevent excessive foaming.
- b. Application: Apply herbicide to weed foliage so that the coverage is uniform and complete. Do not spray weed foliage to the point of runoff.

3.02 Preperation of Sub Grade (Subsoiling/Ripping)

A Subsoiling/Ripping shall be specified for severly compacted soils.

B. Equipment

1. Subsoiler/Ripper: Shall be a heavy duty soil ripper/subsoiler capable penetrating severely compacted soils to a depth of 16-22" such as the Taylor-Way Lift Type Tool Bar Subsoiler, or an approved equal (ie: shall have a single tool bar mounted on a three point hitch with 1-3, 1" x 8" x 24" adjustable subsoiler shanks with drop forged subsoiler points). Note: Chisel plows, disks, and bar shear plows are not acceptable equals for a heavy duty soil ripper/subsoiler.
2. Tractor: Shall be a 90-130 horsepower, hydraulically equipped tractor with wheel weights or filled tires to enable traction.

C. Execution

1. Areas shall be ripped a minimum of 2 times to a minimum depth of 18" with the shanks mounted at 18" centers. If compaction is such that it is impossible to get to the 18" depth on the first rip, additional rips may be necessary. The entire

area shall be ripped on the first pass to a minimum of 18" before beginning the second rip.

2. The second rip shall be at a 90 degree angle to the first pass.

3.03 Preparation of Seed/Sod Bed

A. Amendment with Imported Topsoil

1. Existing soil is suitable for use: Topsoil shall only be applied to fill depressions and/or blend final grades.
2. Existing Soil is not Suitable for use (ie: soil to be or has been removed or is non-existent): Topsoil shall be evenly spread at a minimum rate of 600 cubic yards per acre (18 cubic yard/1000 square feet) to a uniform total depth of 4".

Note: Before spreading topsoil the subgrade shall be Shatter Aerated a minimum of two times per 3.03 Item D, with the axles adjusted/angled to 10 degrees to ensure that the subgrade is thoroughly pulverized.

- #### B. Amendment with Screened Leaf Mold: If the % organic matter is less than 2% as determined by soil testing, leaf mold shall be evenly applied (1") at a rate of 150 cubic yards/acre (3-4 cubic yards/per 1,000 square feet, 40-50 dry tons/acre) using an approved calibrated manure or topdresser spreader pulled by a medium sized tractor hydraulically equipped tractor mounted with turf tires to preclude compaction.

- #### C. Amendment with Lime (pH Adjustment): If the soil pH is below 5.5 as determined by soil testing, lime shall be applied at a rate of 1 ton/acre (50 lbs/1000 square feet) using an approved calibrated agriculture spreader pulled by a medium sized tractor hydraulically equipped tractor mounted with turf tires to preclude compaction. Lime shall not be applied at a rate greater than 1 ton/acre (50 lbs/1000 square feet) unless directed otherwise by the COR.

D. Shatter Aerification

1. Equipment: Shall be a heavy duty shatter aerifier capable of soil displacement to a depth of 8-12" such as a Taylor-Way Aerator, or an approved equal (ie: 9" solid shatter tines mounted on adjustable axles that can be angled to increase soil displacement). The aerator shall be weighted with 2,000 lbs of added weights on the frame and pulled

by a medium sized tractor hydraulically equipped tractor mounted with turf tires to preclude compaction.

2. Execution

- a. Shatter aerification shall only be performed when the soil is relatively dry as determined by the COR (ie: below field capacity but soft enough to permit penetration). Under no circumstances shall aeration be conducted when the soil is at or above field capacity).
 - b. The axle shall be adjusted to increase soil displacement as determined by the COR. If soil was amended with leaf mold the axles shall be angled 5-10 degrees to ensure that the leaf mold is incorporated and the soil is thoroughly pulverized.
 - c. All areas shall be aerated a minimum of two times with the second aeration at a 90 degree angle to the first.
- D. Grading: Grade finish surface of seed bed to smoothness comparable to results obtained by hand raking, leaving it clean and free of stones, debris, and depressions. Blend final grades with existing adjacent ones. Leave entire area drainable and free from abrupt changes in slope.
- E. Protection: Protect all areas from pedestrian and vehicular traffic till the time of fertilization/seeding/sodding.
- F. Fertilization:
1. Do not apply fertilizer if sod/seed bed was amended with screened leaf mold per 3.03, B.
 2. Fertilizer per specification shall be applied just prior to seeding/sodding at a rate of 1,000 lbs/acre (25 lbs/1,000 square feet).
 3. Fertilization shall be performed with an approved calibrated centrifugal force spinner spreader pulled by a medium sized tractor hydraulically equipped tractor mounted with turf tires to preclude compaction.
 4. No application will be made when, in the opinion of the Contracting Officer, the soil or grass is so wet that application will be detrimental.

3.04 Seeding

A. General

1. Seeding shall not be conducted until the seed bed has been approved by Contracting Officer.
2. Seeding shall be at a rate of 6 lbs of seed per 1000 square feet (250 lbs/acre) as follows:
3. No seeding shall take place during drought, high winds, when ground is frozen, when temperatures are 32 degrees Fahrenheit or lower, excessive moisture or other conditions as determined by the COR which are likely to damage the seed.
4. Hydraulic seeding shall only be used for seeding bare disturbed surfaces.

B. Hydraulic Seeding (Hydroseeding):

1. Equipment: Shall be an approved hydraulic seeder capable of applying seed and cellulose fiber in a constantly agitated aqueous mixture.

3. Execution:

a. Areas with slope less than a 6 to 1 slope:
Hydroseed with a constantly agitated aqueous mixture of specified seed mix (250 lbs./acre), cellulose fiber (1,500 lbs./acre), and a marker dye at a minimum rate of 1,500 gallons per acre to ensure uniform coverage and protect against misses and overlaps.

b. Areas with a slope greater than 6 to 1:
Hydroseed with a constantly agitated aqueous mixture of specified seed mix (220 lbs./acre), and cellulose fiber (1,500 lbs./acre) at a minimum rate of 1,500 gallons per acre to ensure uniform coverage and protect against misses and overlaps. Before application Locking Fibers and and a Tacking Agent shall be added to the mixture at the following rates:

| Slope | Locking Fibers | Tacking Agent |
|-------------|-------------------|------------------|
| 6/1 to 2/1: | 10 lbs/acre | 30 lbs/acre |
| 2/1 to 1/1: | 20 lbs/acre | 40 lbs/acre |
| > 1/1: | 20 lbs/acre | 60 lbs/acre |

C. Power/Drill Seeding:

1. Equipment: Shall be an approved Slit/Drill seeder capable of calibrating and dispensing grass seed mixtures at controlled depths such as a Brillion or Truax seeder (ie: seed boxes with fluted dispensers and tubes; and a three tool bar assembly that allows seeding at controlled depths and ensures good soil seed contact. Specifically: Tool Bar 1 - equipped with coulters to slice through existing or dead vegetation; Tool Bar 2 - equipped with two disks to open seed trenchers with a metal tube between the disks to dispense the seed into the trench; Tool Bar 3 - equipped with an assembly of rubber compaction wheels that presses seed covered with soil to ensure good seed soil contact. Note: Drop box, centrifugal force (spinners), and hydro seeders are not acceptable substitutes.
2. Callibration: Prior to seeding each seed box shall be calibrated to control the seed mixing and ensure seeding at 1/2 of the seeding at a controlled depth. Calibration rates and controlled depths shall be approved by the COR before seeding.
3. Seed the entire area at 1/2 the specified rate. Upon completion the remaining 1/2 of the seeding shall be at a 90 degree angle to the first.

3.05 Sodding

- A. Do not lay sod until prepared sod bed has been approved by Contracting Officer.
- B. Lay sod within 12 hours after delivery to prevent deterioration.
- C. Do not lay sod during freezing weather, when the sod or ground is frozen, or when the sodding areas are too wet or too dry.
- D. Place sod by hand with close joints and not overlapping. Plug all gaps between sections of sod and openings at angles with pieces of sod cut to fit.
- E. Install sod smooth and flush with adjoining paving and transition smoothly to existing grass areas.
- F. Thoroughly water sod immediately after installation to a depth of 4 inches.
- G. After sod and soil have dried sufficiently to prevent

damage, roll sodded areas to ensure good bondage between sod and soil and remove minor depressions and irregularities.

- H. If sod workmanship is not satisfactory, take sod up and relay as directed by the Contracting Officer.

3.06 Protection:

- A. Upon completion of seeding/sodding, all areas shall be protected by one or more of the following methods:

1. Posting: Post at 30 foot intervals with signs at least 4x5" and printed in easy to read lettering. The sign shall include the phrase "Keep Off" with appropriate symbol. It must also include a phrase "Seeded/Sodded Area", "Turf Restoration" or similar statement.
2. Roping: Install stakes and rope barriers around seeded areas and tie orange or red flgging tape at 10-foot intervals.
3. Fencing: In areas of heavy visitor use, a complete enclosure of fencing shall be erected around the seeded/soded areas. Fencing shall be:
 - a. Orange plastic personel fence, secured to 2" steel U channel posts a minimum of 5 1/2 ft. in length or 2 x 2 " hardwood stakes 6' in length driven along the perimeter of the area 7 ft. on-center a minimum of 18" into the ground. Fence shall be secured to posts with 12 gauge annealed zinc coated wire threaded around the stake and slat at the lowest and highest wires of the fencing and pulled beyond the fencing stake at least 1 foot. Both ends of the wire shall be wrapped around the stake twice and twisted back on itself a minimum of 3 twists with excess wire cut off.

*****OR*****

- b. Four (4) foot high wooden slat fencing secured to 2" steel U channel posts a minimum of 5 1/2 ft. in length or 2 x 2 " hardwood stakes 6' in length driven along the perimeter of the area 10 ft. on-center a minimum of 18" into the ground. Fence shall be secured to posts with 12 gauge annealed zinc coated wire threaded around the stake and slat at the lowest and highest wires of the fencing and pulled beyond the fencing stake at least 1 foot. Both ends of the wire

shall be wrapped around the stake twice and twisted back on itself a minimum of 3 twists with excess wire cut off.

3.07 Maintenance:

- A. After the COR has granted initial acceptance the contractor shall be responsible for properly caring for all seeded/sodded areas performing watering, mowing, and other maintenance tasks necessary to keep the turf in a live, healthy condition until final acceptance. Specifically:
1. Irrigation: Perform all necessary irrigation to ensure uniform seed germination and to keep surface of soil damp.
 2. Mowing: Cut all seeded areas when grass reaches height of 3 inches. Maintain minimum height of 2 inches. Do not cut more than 1/3 of blade at any one mowing.
 3. After first mowing of lawn, irrigate sufficiently to moisten soil from 3 to 5 inches deep.
 4. Reseeding/Resodding: Reseed/Resod damaged grass areas showing root growth failure, deterioration, bare or thin spots, and erosion.
 5. If so directed by the COR seeded/sodded areas shall be fertilized a minimum of 6 weeks after seeding/sodding per 3.03, F.

PART 5: INITIAL ACCEPTANCE, LIABILITY, and FINAL ACCEPTANCE

5.1 Initial Acceptance

Initial acceptance will be given by the COR after an inspection and verification of the work performed as defined in the contract specifications. Acceptance can be on partially completed work if approved by the COR.

5.2 Duration of Contractors Liability

- A. After seeding/sodding and the COR has granted initial acceptance, the contractor shall be responsible for properly caring for all seeded areas performing watering, mowing, and other maintenance tasks necessary to keep the turf in a live, healthy condition until final acceptance.
- B. Disclaimer: Conditions beyond the contractor's control such as vandalism or acts of God shall not be the responsibility of contractor. Any need for reseeding/resodding or additional work required as a

result of such conditions shall be an addition to the contract in accordance with the contract unit prices.

5.3 Final Acceptance:

Final Acceptance will be given when all prescribed work is completed and accepted and an even and uniform 3" stand of turf is established. At the time of final acceptance the contractor shall remove all protection.

5.4 MEASUREMENT AND PAYMENT:

- A. The Contractor shall include with all invoices for payment an acceptance report signed by the COR or designated park representative. Failure of the contractor to obtain signed acceptance report(s) will release the government from any obligation to pay for services claimed but not documented by a signed acceptance report.
- B. The amount to be paid will be based on the actual bid items completed and accepted. Quantities will be paid for at the contract unit prices and measured as follows.
1. Application of Herbicide: Measurement will be paid based on the number of gallons applied to the nearest 10 gallons verified by mixing and spray records and by field measurements.
 2. Screened Leaf Mold: Measurement will be the number of cubic yards, to the nearest cubic yard, as determined by delivery tickets and verified by field measurements of the trucks.
 3. Imported Topsoil: Measurement will be the number of cubic yards, to the nearest cubic yard, verified by delivery tickets and field measurement of trucks.
 3. Shatter Aeration: Measurement will be to the nearest acre measured to two decimal places.
 4. Seeding: Measurement will be the number of pounds, to the nearest 10 pounds, verified by manufacturer's packaging labels.
 5. Sodding: Measurement will be the number of square yards, to the nearest square yard, based on measurements of the actual area sodded. Payment will be made at the contract unit price per square yard.
 6. Fertilization: Measurement will be the number of

pounds, to the nearest 10 pounds, verified by manufacturer's packaging labels and field measurements. Except that where bulk application has been approved, measurement shall be by the ton, to the nearest tenth of a ton, verified by delivery tickets.

7. Liming: Measurement will be the number of pounds, to the nearest 50 pounds, verified by manufacturer's packaging labels. Payment will be made at the contract unit price per pound. Except that where bulk application has been approved, measurement shall be by the ton, to the nearest tenth of a ton, verified by delivery tickets.

- C. **The National Park Service reserves the right to conduct any testing or inspection it may deem advisable to assure that all work conforms to the specifications herein.**

Attachment A

RECOMMENDED CULTIVARS FOR SOD/SEEDING MIXTURES

Tall Fescue (*Festuca arundinacea*):

| | | |
|-----------|--------------|----------------|
| Avanti | Aztec | Bonanaza |
| Chieftain | Cimmaron | Crossfire |
| Duke | Eldorado | Finelawn 5GL |
| Guardian | Lancer | Mesa |
| Monarch | Montauk | Olympic II |
| Rebel 3D | Safari | Shortstop |
| Taurus | Titan | Trailblazer II |
| Tribute | Winchester | Wrangler |
| Jaguar 3 | Rebel Jr. | Apache II |
| Genesis | Crossfire II | Adobe |
| Falcon II | Shenandoah | |

Kentucky Bluegrass (*Poa pratensis*):

| | | |
|------------|-----------|---------------|
| Abbey | Aspen | Monopoly |
| Baron | Columbia | Classic |
| Dawn | Freedom | Georgetown |
| SR 2000 | Nassau | Shamrock |
| Suffolk | Viva. | Eclipse |
| Glade | Gnome | Julia |
| Kelly | Liberty | Merit |
| Livingston | Limousine | Lofts 1757 |
| Merit | Midnight | Monopoly |
| Nustar | Preakness | Princeton 104 |
| Ram 1 | Rugby | Touchdown |

Perennial Ryegrass (*Lolium perenne*):

| | | |
|----------------|--------------|--------------|
| Accent | Affinity | APM |
| Brightstar | Callente | Competitor |
| Cutter | Dandy | Manhattan II |
| Palmer II | Prelude II | Repell II |
| Seville | Sherwood | SR-4200 |
| Stalion Select | Yorktown III | Saturn |
| SR 4010 | Precision | Pennant |

TURF RENOVATION BID SCHEDULE

| Item | Unit | Estimated Quantity | Unit Price | Total |
|----------------------|--|--------------------|------------|-------|
| A. Renovation | | | | |
| 1. | Mow all existing Vegetation to a height of 5-6 inches per acre | _____ | _____ | _____ |
| 2. | Apply Herbicide per acre | _____ | _____ | _____ |
| 3. | Mow all dead vegetation to a height of 3 inches per acre | _____ | _____ | _____ |
| 4. | Preperation of Sub Grade (Sub soiling/Ripping) per acre | _____ | _____ | _____ |
| 5. | Preperation of Seed/Sod Bed | | | |
| A. | Imported Topsoil: Furnish, Deliver, and Place per cubic yard | _____ | _____ | _____ |
| B. | Leaf Mold: Furnish, Deliver, and Place per cubic yard | _____ | _____ | _____ |
| C. | Lime: Furnish, Deliver, and Place per pound | _____ | _____ | _____ |
| D. | Shatter Aeration of Seed/Sod Bed per acre | _____ | _____ | _____ |
| E. | Fertilizer: Furnish, Deliver, and Place per pound | _____ | _____ | _____ |
| 6. | Seeding | | | |
| A. | Hydraulic Seeding per pound | _____ | _____ | _____ |
| B. | Power Drill Seeding per pound | _____ | _____ | _____ |

7. Sodding
per square yard _____
8. Protection
- A. Posting
per linear ft. _____
- B. Roping
per linear ft. _____
- C. Fencing
per linear ft. _____
9. Maintenance
per acre _____

TOTAL FOR RENOVATION _____



FILE
RD LOG NO. 12/1 (3)

COMMONWEALTH of VIRGINIA

DEPARTMENT OF TRANSPORTATION
1401 EAST BROAD STREET
RICHMOND, 23219-2000

CHARLES D. NOTTINGHAM
COMMISSIONER

November 30, 2000

STUART A. WAYMACK
DIRECTOR, RIGHT OF WAY AND UTILITIES

Routes 29 and 234
Project 0029-076-119, RW-201, M-501
Prince William County

SUBJECT – Proposed Safety Improvement Project at Manassas National Battlefield Park
[NPS ref. # L30 (NCR-LRP)]

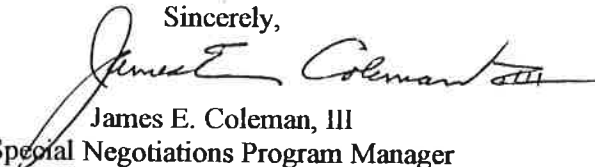
Mr. Joseph M. Lawler
Regional Director
National Capital Region
National Park Service
1100 Ohio Drive, SW
Washington, DC 20242

Dear Mr. Lawler:

In response to your letter of November 17, 2000 to Mr. Charles O. Nottingham, you will find enclosed the fully executed Special Use Permit (NCR MANA 6000 001) authorizing VDOT, its agents and assigns to construct, operate and maintain a highway on the lands prescribed as being necessary for the subject project.

On behalf of the department, thank you for your cooperation in launching this important public safety improvement.

Sincerely,


James E. Coleman, III
Special Negotiations Program Manager

Enclosure

CC: Ms. Helen L. Cuervo
Mr. Dusty L. Holcombe
Mr. Billy H. Beavers