COMMONWEALTH of VIRGINIA
Commonwealtt Transportation Board
W. Sheppard Miller III

Chairperson

RESOLUTION<br>OF THE<br>COMMONWEALTH TRANSPORTATION BOARD

July 18, 2023

## MOTION

Made By: Dr. Smoot, Seconded By: Ms. Sellers
Action: Motion Carried, Unanimously
Title: Authorization for the Commissioner of Highways to Enter into an Agreement and a Special Use Permit with the National Park Service Regarding the Construction and Maintenance of a Pedestrian Bridge Carrying the Appalachian Trail over Virginia State Route 311 (UPC \#111066).

WHEREAS, the United States Department of the Interior National Park Service ("NPS") owns and protects the Appalachian National Scenic Trail (the "Trail" or the "Park"); and

WHEREAS, hikers on the Trail must traverse over Virginia State Route 311 through live traffic at an on-grade crossing near McAfee Knob and Scenic Overview, one of the most photographed sections of the Park with approximately 50,000 visitors annually; and

WHEREAS, the Virginia Department of Transportation ("VDOT") intends to construct a new pedestrian bridge carrying the Trail over Route 311, beginning approximately one tenth of a mile west of Route 864 (Old Catawba Rd) and extending approximately one and nine hundredths of a mile east of Route 698 (Keffer Rd), as well as retaining walls and approaches for the new pedestrian bridge (UPC \#111066) (the "Project"); and

WHEREAS, VDOT will construct the Project, estimated to cost $\$ 3.2$ million, with federal Highway Safety Improvement Program funds to improve the safety of both motorists on Route 311 and Park visitors/Trail users; and

WHEREAS, upon completion of construction by VDOT, NPS shall accept ownership of the pedestrian bridge and, along with the support from NPS' partners, the Appalachian Trail

Resolution of the Board
Authorization for the Commissioner of Highways to Enter into an Agreement and a Special Use Permit with the National Park Service Regarding the Construction and Maintenance of a Pedestrian Bridge Carrying the Appalachian Trail over Virginia State Route 311 (UPC \#111066) July 18, 2023
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Conservancy ("ATC") and the Roanoke Appalachian Trail Club ("RATC"), maintain the structure in a way that does not adversely affect the operation and integrity of Route 311, with VDOT having no further responsibility for future maintenance; and

WHEREAS, VDOT and NPS have developed an agreement (the "Agreement"), set forth as Attachment A hereto, providing for the roles and responsibilities related to the construction and future maintenance of the Project; and

WHEREAS, delivery of the Project requires VDOT to have temporary construction access to the Park, and NPS requires that VDOT enter into a Special Use Permit, set forth as Attachment B hereto, to govern such access rights and duties relating to the work performed on and near the Park for the Project; and

WHEREAS, the Commonwealth Transportation Board ("CTB") is authorized under Va. Code § 33.2-221(A) to enter into all contracts and agreements with the United States government, including the NPS; and

WHEREAS, VDOT requests that the CTB approve, and authorize the Commissioner of Highways to enter into and execute, the Agreement with NPS and its partners ATC and RATC in order to implement the Project; and

WHEREAS, VDOT further requests that the CTB approve, and authorize the Commissioner of Highways to execute, a Special Use Permit between VDOT and NPS granting VDOT temporary access rights to the Park required for the Project.

NOW THEREFORE, BE IT RESOLVED, that the CTB hereby approves, and authorizes the Commissioner of Highways to execute, the Agreement among VDOT, NPS, ATC, and RATC establishing the coordination of construction and future maintenance of the Project, substantively similar to Attachment A, with such changes as the Commissioner deems necessary or appropriate.

BE IT FURTHER RESOLVED, that the CTB hereby approves, and authorizes the Commissioner of Highways to execute, the Special Use Permit between VDOT and NPS, governing access rights and duties relating to the work and improvements on Park property concerning the Project, substantively similar to Attachment B, with such changes as the Commissioner deems necessary or appropriate.

BE IT FURTHER RESOLVED, the Commissioner of Highways is authorized to take all actions and execute any and all other documents necessary to implement the Project.

## CTB Decision Brief

Title: Authorization for the Commissioner of Highways to Enter into an Agreement and a Special Use Permit with the National Park Service Regarding the Construction and Maintenance of a Pedestrian Bridge Carrying the Appalachian Trail over Virginia State Route 311 (UPC \#111066)

Issue: Pursuant to Va. Code § 33.2-221(A), the Virginia Department of Transportation ("VDOT") seeks from the Commonwealth Transportation Board ("CTB") approval of, and authority for, the Commissioner of Highways to enter into an agreement and a special use permit related to the construction and maintenance of a new pedestrian bridge carrying the Appalachian Trail over Virginia State Route 311. The US Department of the Interior National Park Service ("NPS") owns and protects the Appalachian National Scenic Trail (the "Trail" or the "Park").

## Facts:

- The proposed agreement between VDOT and NPS, as well as NPS' partners, the Appalachian Trail Conservancy ("ATC") and the Roanoke Appalachian Trail Club ("RATC"), provides for the coordination of construction and maintenance for the new, grade-separated pedestrian bridge and approaches carrying the Trail over Route 311 near the popular McAfee Knob trailhead, beginning approximately one tenth of a mile west of Route 864 (Old Catawba Rd), and extending approximately one and nine hundredths of a mile east of Route 698 (Keffer Rd) (the "Project").
- VDOT will construct the Project, estimated to cost $\$ 3.2$ million and financed with federal Highway Safety Improvement Program funds in the Six-Year Improvement Program, in order to eliminate an at-grade crossing to improve the safety of both motorists on Route 311 and Park visitors/Trail users.
- Upon completion of construction, NPS shall accept ownership of the pedestrian bridge and, along with NPS' partners ATC and RATC, maintain the Project in perpetuity in a manner that does not adversely affect the operation and integrity of Route 311, with VDOT having no further responsibility for future maintenance of the pedestrian bridge.
- In furtherance of the Project, NPS also requires that VDOT enter into a special use permit granting VDOT temporary access rights needed to construct the pedestrian bridge over Route 311. The special use permit will provide the conditions for access, construction, and other temporary rights needed from NPS to construct the Project.

Recommendations: VDOT recommends that the CTB approve the agreement and special use permit, attached hereto as Attachments A and B respectively, and authorize the Commissioner of Highways to execute the Agreement and Special Use Permit with such changes as the Commissioner deems necessary or appropriate. VDOT further recommends that the CTB authorize the Commissioner to take all actions and execute any and all other documents necessary to implement the Project.

Action Required by CTB: Section 33.2-221(A) of the Code of Virginia requires a majority of the CTB's members to authorize the Commissioner to enter into the agreement and special use permit with NPS, an entity of the US government.

Result, if Approved: The Commissioner will execute both the agreement and special use permit, which will facilitate construction of a pedestrian bridge over Route 311 and provide a gradeseparated crossing for users of the Trail.

Options: Approve, Deny, or Defer.
Public Comments/Reactions: While there were no comments or other input received from the public regarding the agreement or the special use permit, there was robust engagement from the public during the early planning and development phases of the Project.

GENERAL AGREEMENT
AMONG
THE U.S. DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
APPALACHIAN NATIONAL SCENIC TRAIL
AND
VIRGINIA DEPARTMENT OF TRANSPORTATION
AND
APPALACHIAN TRAIL CONSERVANCY
AND
ROANOKE APPALACHIAN TRAIL CLUB
FOR

## MAINTENANCE OF THE PEDESTRIAN BRIDGE CARRYING THE APPALACHIAN TRAIL OVER VIRGINIA STATE ROUTE 311 (UPC 111066)

This General Agreement (Agreement) is hereby entered into on the date of last execution below by and among the Virginia Department of Transportation (VDOT), the Appalachian Trail Conservancy (ATC or Partner), the Roanoke Appalachian Trail Club (RATC or Partner), and the U.S. Department of the Interior, National Park Service, Appalachian National Scenic Trail (NPS-APPA) (each a Party and, collectively, the Parties). For the purposes of this Agreement, Partner shall mean ATC and RATC, and shall not include VDOT. Non-Federal entities include all Parties other than NPS-APPA.

## ARTICLE I - Background And Objectives:

The purpose of this Agreement is to establish the guidelines for coordination among VDOT, NPS-APPA, ATC, and RATC for the Parties' responsibilities related to the construction and maintenance of the new, grade-separated pedestrian bridge and approaches carrying the Appalachian Trail over Virginia State Route 311 (VA-311) at the McAfee Knob Parking Area in Virginia’s Triple Crown (Pedestrian Bridge).

The Appalachian National Scenic Trail (APPA) is a unit within the National Park Service (NPS) tasked with the administration and protection of the Appalachian National Scenic Trail (Trail). The Trail is a pathway that is continuous from Mount Katahdin in Maine to Springer Mountain in Georgia, for travel on foot through the wild, scenic, wooded, pastoral, and culturally significant lands of the Appalachian Mountains. It affords opportunities for backcountry recreation and long-distance hiking that are among the best in the world. Millions of visitors come to the Trail each year, for hikes as short as an afternoon's walk and as long as a five-month trek from Georgia to Maine. The Trail was completed in 1937, and with passage of the 1968 National Trails System Act [P.L. 90-543 (82 Stat. 919), as amended], was designated a national scenic trail. By law, responsibility for administration of the Trail rests with the Secretary of the Interior and is carried out by NPS-APPA. The Trail is preserved for the conservation, public use, enjoyment, and appreciation of the nationally significant scenic, historic, natural, and cultural quality of the areas through which it passes.

The Appalachian Trail Conservancy (ATC) is a non-profit organization that supports NPS-APPA in its administration and protection of the Trail. Its focus includes organizing and mentoring volunteer trail clubs that aid in the day-to-day management and operations of the Trail. Following provisions in the National Trails System Act, ATC works in partnership with NPS-APPA through the 2014 Cooperative

Agreement to manage non-inherently governmental responsibilities for NPS-acquired lands outside existing National Park boundaries.

The Virginia Department of Transportation (VDOT) is responsible for building, maintaining, and operating the Commonwealth's roads, bridges, and tunnels. VDOT's mission is to plan, deliver, operate and maintain a transportation system that is safe, enables easy movement of people and goods, enhances the economy and improves our quality of life. Virginia has the third-largest state-maintained highway system in the country, behind Texas and North Carolina. In totality, VDOT maintains over 50,000 lane miles of highway including the section of VA-311 that intersects with the Trail at an at-grade crossing.

The Roanoke Appalachian Trail Club (RATC) is an independent Virginia 501(c)(3) non-profit organization that is a maintaining club for over 120 miles of the Trail in Virginia, including the section covered by the 2010 Memorandum of Understanding for the Appalachian National Scenic Trail in the Commonwealth of Virginia. RATC volunteers build and maintain the Trail and connecting trails, manage 16 shelters on the Trail, and patrol Virginia's Triple Crown (Dragon's Tooth, McAfee Knob, and Tinker Cliffs) as trained volunteer ridge runners. The Local Management Plan for RATC's assigned section of the Trail describes the relationship among the club and other partners such as NPS-APPA, ATC, and the U.S. Forest Service.

## ARTICLE II - Legal Authority:

## A. For NPS-APPA:

54 U.S.C. § 101101 et seq., and in particular 54 U.S.C. § 101101 -- The National Park Service Organic Act -- The Secretary of Interior is authorized to accept donations of land, buildings, or other property within a National Park System Unit.

82 Stat. 919 (1968), 16 U.S.C. §§ 1241-1251 and in particular 16 U.S.C. § 1246(h)(l) --The National Trails System Act -- The Secretary of the Interior is authorized to cooperate with States in the operation and maintenance of National Scenic Trails.

54 U.S.C. § 100101 et seq., General Authority to Take Actions That Promote and Regulate Units of the National Park System -- The NPS Organic Act directs the Secretary of the Interior to "promote and regulate the use of the National Park System by means and measures that conform to the fundamental purpose of the System units, which purpose is to conserve the scenery, natural and historic objects, and wild life in the System units and to provide for the enjoyment of the scenery, natural and historic objects, and wild life in such manner and by such means as will leave them unimpaired for the enjoyment of future generations."

54 U.S.C. § 102301 -- Acceptance of Volunteer Services -- The Secretary of the Interior is authorized to "recruit, train, and accept ... the services of individuals without compensation as volunteers for or in the aid of interpretive functions or other visitor services or activities in and related to" areas of the National Park System. Such volunteers may not be used for "hazardous duty or law enforcement work or in policymaking processes, or to displace any employee." A special exception allows the acceptance of the services of individuals that the Secretary determines "are skilled in performing hazardous activities."

## Attachment A

43 U.S.C. § 1473a -- General Authority for NPS to Accept Contributions -- "The Secretary [of the Interior] is authorized to accept lands, buildings, equipment, [and] other contributions, ... and to prosecute projects using such contributions ... in cooperation with other Federal, State or private agencies."

## B. For VDOT:

Va. Code § 33.2-221 authorizes the Commonwealth Transportation Board (CTB) to enter into all contracts or agreements with the United States government and, pursuant to resolution dated [*] and attached hereto as Appendix A, has authorized the Commissioner of Highways to enter into this Agreement.

Va. Code § 33.2-223 authorizes the Commissioner of Highways to do all acts necessary or convenient for constructing, improving, maintaining, and preserving the efficient operation of the highways and charges the Commissioner, as executive head of VDOT, with the duty of executing all orders of the CTB.

## ARTICLE III - Responsibilities and Understandings of the Parties:

The Parties agree as follows to perform the functions specified below in accordance with the provisions of this Agreement. Each Party shall be responsible for its own expenses incurred under this Agreement, and nothing contained herein shall be interpreted as obligating any payment by the NPS for goods or services provided by any non-Federal entity.

## A. NPS-APPA agrees to:

1. Upon notification by VDOT that construction of the Pedestrian Bridge has been completed and is safe for use, accept ownership of the Pedestrian Bridge into its inventory as an asset of NPS-APPA and accept all responsibilities of ownership thereof on behalf of the United States.
2. Utilize all legally available means to maintain the Pedestrian Bridge in an open, safe, and well-kept manner that does not adversely affect the safe operation or integrity of the VA311 roadway.
3. Collaborate with the Partners to seek federal funding to support future cyclic maintenance, repair, and rehabilitation needs for the Pedestrian Bridge.
4. Review and approve or deny all proposed third-party agreements of a material nature submitted to NPS-APPA relating to the Pedestrian Bridge.
5. Allow use of NPS-APPA property by the non-Federal entities for the sole and exclusive purpose of achieving the goals and objectives of this Agreement.
6. Once NEPA Compliance is completed and permit approvals are in place grant access to the Project site and all other areas needed by VDOT and/or its contractors for the implementation and oversight of Project construction activities.

## B. VDOT agrees to:

1. Continue to own, operate, and maintain the VA-311 roadway and VDOT right of way.
2. Convey to the United States all right, title, and interest in or to the completed Pedestrian Bridge once completed. At the NPS's request, VDOT will execute any documents necessary to confirm the United States' title of the Pedestrian Bridge. VDOT shall retain all other right, title, and interests in the real property unrelated to the transfer of the Pedestrian Bridge structure, including but not limited to the right of way beneath the Pedestrian Bridge in the VA-311 roadway, as depicted and attached hereto as Appendix B.
3. Convey to NPS-APPA a complete set of "as-built" design drawings and copies of all manuals and other documentation pertaining to the Pedestrian Bridge necessary to ensure proper identification, management, maintenance, and repair, including one hardcopy and one electronic copy of final schematic drawings.
4. Provide funding as allocated by the CTB in the Fiscal Year 2023-2028 Six-Year Improvement Program for the implementation of the Project (UPC 111066).
5. Lead the planning and design phase of the Project, with the participation and coordination with NPS-APPA, and manage the construction of the Project in accordance with all applicable federal, state, and local laws and regulations.

## C. ATC agrees to assist the NPS with their ownership and maintenance responsibilities by:

1. Maintaining an open, safe, and well-kept Pedestrian Bridge in a manner that does not adversely affect the safe operation or integrity of the VA-311 roadway.
2. Ensuring that the Pedestrian Bridge is inspected by a certified engineer at a cycle not longer than once every four (4) years and in accordance with VDOT's applicable bridge safety inspection standards.
3. Sharing the inspection report produced by the certified engineer as referenced above with all Parties to this Agreement.
4. Ensuring ice and snow removal services are available as needed for the Pedestrian Bridge to comply with the applicable Architectural Barriers Act accessibility standards.

## D. RATC agrees to assist the NPS with their ownership and maintenance responsibilities by:

1. Maintaining an open, safe, and well-kept Pedestrian Bridge in a manner that does not adversely affect the safe operation or integrity of the VA-311 roadway.
2. Performing routine operational maintenance activities on the Pedestrian Bridge including, but not limited to, vegetation clearing, litter removal, and minor graffiti removal.

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## E. NPS-APPA and the non-Federal entities jointly agree to:

1. Work together to collaborate in the planning and design of the Pedestrian Bridge.
2. Participate in regular meetings, to foster close cooperation on implementation of this Agreement.
3. Work together in good faith to resolve differences at the level of the Key Officials listed in this Agreement prior to elevating matters within the Partner organizations or appealing elsewhere within NPS or the federal government.
4. Comply with the terms of applicable laws, regulations, and government policies.
5. Make timely decisions on matters necessary to properly implement and administer this Agreement.
6. Work in good faith to execute other legal instruments needed to supplement this Agreement as necessary to meet the mutual objectives of the Parties. Such agreements may include without limitation Fundraising Agreements, Partnership Agreements, and Cooperative Agreements.
7. Recognize and acknowledge that VDOT shall have no responsibility or obligation to maintain the Pedestrian Bridge in any manner once construction is completed and ownership of the Pedestrian Bridge has been accepted by NPS-APPA pursuant to Section III (A)(1).

## ARTICLE IV - Term of Agreement:

This Agreement will run from the date of the final signature until January 1, 2032, unless otherwise terminated earlier in accordance with ARTICLE V.

## ARTICLE V - Termination and Expiration:

The Parties may terminate this Agreement at any time by mutual agreement, upon such terms to which they agree and as recited in a written agreement.

## ARTICLE VI - Key Officials:

All notices, requests, modifications, and other communications that are required to be in writing, and all concerns regarding the technical implementation and interpretation of this Agreement, shall be personally delivered, emailed, or mailed by certified or registered mail to the persons listed below. All written communications shall be deemed to have been given upon receipt if personally delivered or emailed, or on the fifth business day after mailing. All Parties should be notified if a Key Official changes.

NPS-APPA:
Keith Stegall
NPS-APPA Chief of Facilities
P.O. Box 50

252 McDowell Street
Harpers Ferry, WV 25425
(301) 712-6729
keith_stegall@nps.gov
Edward Wenschhof
NPS-APPA Superintendent
P.O. Box 50

252 McDowell Street
Harpers Ferry, WV 25425
(304) 535-6279
ed_wenschhof@nps.gov

## ATC:

Andrew Downs
ATC Senior Regional Director - South 416 Campbell Avenue SW, Suite 101
Roanoke, VA 24016
(540) 904-4354

## VDOT:

Kenneth H King, Jr.
VDOT District Engineer
731 Harrison Avenue
Salem, VA 24153
(540) 387-5324
ken.king@vdot.virginia.gov

## RATC:

Therese Witcher
RATC Club President
P.O. Box 562

Daleville, VA 24083
(540) 266-8912

## Attachment A

## ARTICLE VII - Prior Approval:

The Partners shall obtain prior written approval from NPS-APPA before:

1. Holding special events within the Park;
2. Entering into third-party agreements of a material nature;
3. Assigning this Agreement or any part thereof;
4. Constructing any structure or making any improvements within the Park;
5. Releasing any public information that refers to the Department of the Interior, NPS, NPSAPPA, the Park, any NPS employee (by name or title), this Agreement or the projects contemplated hereunder.

## ARTICLE VIII - Liability and Insurance:

The Partners shall indemnify, defend and hold harmless the United States of America and the Commonwealth of Virginia, and their respective agents and employees from and against any and all liabilities, obligations, losses, damages, judgments, claims, actions, suits, penalties, fines, costs and expenses (including reasonable attorneys' fees and experts' fees) of any kind and nature whatsoever arising out of the acts or omissions of the Partners, their respective employees, volunteers, agents or contractors (including any contractor's subcontractors), including injury to persons (including injury resulting in death) and damage to property. The Partners shall promptly pay the United States of America or the Commonwealth of Virginia the full value of all damages to the lands or other property of the United States of America or the Commonwealth of Virginia caused by the Partners, their respective employees, volunteers, agents, representatives, or contractors (including any contractor's subcontractors) or, if agreed to by the Parties, shall undertake the remedial work to repair or replace the damaged lands or property. The Partners will cooperate with NPS-APPA and/or VDOT in the investigation and defense of any claims that may be filed with NPS-APPA and/or VDOT arising out of the activities of the Partners, their employees, volunteers, agents, representatives or contractors (including any contractor's subcontractors).

## ARTICLE IX - Right of Inspection and Audit and Annual Work Plan:

A. Right of Inspection and Audit. The Partners shall permit the Department of the Interior or its designee, including the NPS Comptroller and Office of the Inspector General, to verify and audit any financial audit or records from the books, correspondence, memoranda and other records of the Partners relating to this Agreement or any other agreement executed in connection herewith, during the term of this Agreement and for such time thereafter as may be necessary to accomplish such verification. The Partners agree to take appropriate corrective action based on these audit findings.
B. Annual Work Plan. Prior to the beginning of each calendar year, the Parties shall jointly develop a written plan (Annual Work Plan) that (1) identifies the projects and programs, including maintenance and inspections, that the Parties agree to undertake in a specific year regarding the Pedestrian Bridge; (2) specifies the respective roles of NPS-APPA and the Partners in carrying out these projects; (3) describes the proposed services the Partners offer to NPS-APPA, if any, in connection with the Pedestrian Bridge and/or identifies any funds the Parties have agreed to set aside for use in future approved projects and/or programs; (4) identifies NPS-APPA's intent, if any, to accept such services to support the Pedestrian Bridge; and (5) defines any other

## Attachment A

considerations in accomplishing the intent of this Agreement. The Parties may modify the Annual Work Plan, as appropriate, during the course of the Agreement term by mutually executed amendments.

## ARTICLE X - Property Utilization:

All present and future alterations, additions, renovations, improvements, and installations permanently affixed to federally owned land will be owned by the United States.

## ARTICLE XI - Intellectual Property:

A. As used herein, "Intellectual Property" means with respect to a Party, all trademarks, service marks and corporate and brand identification and indicia, including without limitation word marks, logos and other picture marks, video and audio recordings, phrases, composite marks, institutional images, look and feel, images of such Party's employees, taglines, and web content, in each case, to the extent owned by such party, whether or not such property is trademarked or registered.
B. No Party to this Agreement shall use any Intellectual Property (as herein described) of the other Party for any purpose (including, without limitation, for collateral marketing, outreach, advertising, or as trade names or internet domain names) without the prior written consent of such other Party, which consent may be withheld in such other Party's sole discretion. All uses by one Party of the other Party's Intellectual Property shall be in accordance with any requirements and/or quality control standards (including, without limitation copyright and trademark notices) on which the consenting Party may condition such consent or may promulgate from time to time by notice to the other Party. A Party retains all rights with respect to its Intellectual Property that are not specifically granted to the other Party. Each Party may, in its sole discretion, withdraw its consent to any use of its Intellectual Property by the other Party on five (5) business days' notice to such other Party. Each Party retains the right to concurrently use, and license others to use, its Intellectual Property anywhere in connection with any purpose.
C. Each Party agrees that it shall not acquire and shall not claim rights in or title to any Intellectual Property of the other Party.

## ARTICLE XII - General Provisions:

A. Non-Discrimination. All activities pursuant to or in association with this Agreement shall be conducted without discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex, as well as in compliance with the requirements of any applicable federal laws, regulations, or policies prohibiting such discrimination.

## B. Appropriations.

1. Pursuant to 31 U.S.C. § 1341 , nothing contained in this Agreement shall be construed to obligate NPS-APPA, NPS, the Department of the Interior, or the United States of America to any current or future expenditure of funds in advance of the availability of appropriations from Congress and their administrative allocation for the purposes of this Agreement, nor does this Agreement obligate NPS-APPA, NPS, the Department of the

Interior, or the United States of America to spend funds on any particular project or purpose, even if funds are available.
2. All requirements for funds from the Commonwealth of Virginia are subject to appropriation by the General Assembly and allocation by the Commonwealth Transportation Board.
C. Member of Congress. Pursuant to 41 U.S.C. § 6306, no Member of Congress may enter into or benefit from a contract or agreement or any part of a contract or agreement with the Federal Government.
D. Lobbying with Appropriated Money. The non-Federal entities will not undertake activities, including lobbying for proposed non-Federal entity or NPS projects or programs, that seek to either (1) alter the appropriation of funds included in the President's budget request to Congress for the Department of the Interior or another federal agency that holds funds for the sole benefit of the NPS under Congressionally authorized programs, including the Federal Lands Highway Program; or (2) alter the allocation of such appropriated funds by NPS or another Federal agency. Nothing in this paragraph is intended to preclude the non-Federal entities from applying for and obtaining a competitive or non-competitive grant of Federal financial assistance from a Federal agency, or from undertaking otherwise lawful activities with respect to any non-Federal entity or NPS activity, project or program included in the President's budget request to Congress. Nothing in this paragraph should be construed as NPS requesting, authorizing or supporting advocacy by non-Federal entities before Congress or any other government official. Except as provided herein and in applicable laws, nothing in this paragraph shall be construed to curtail the non-Federal entity's ability to interact with elected officials.
E. Drug Free Workplace Act. The non-Federal entities certify that comprehensive actions will be taken to ensure the workplace is drug-free.
F. Third Parties Not to Benefit. This Agreement does not grant rights or benefits of any nature to any third party.
G. Assignment, Binding Effect. No Party may assign any of its rights or obligations under this Agreement without the prior written consent of the other Parties. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. The Parties waive the defense of lack of consideration.
H. Non-exclusive. This Agreement in no way restricts the Parties from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
I. Compliance with Applicable Laws. This Agreement and performance hereunder is subject to all applicable laws, regulations and government policies, whether now in force or hereafter enacted or promulgated. Nothing in this Agreement shall be construed as (i) in any way impairing the authority of the NPS-APPA to supervise, regulate, and administer its property under applicable laws, regulations, and management plans or policies as they may be

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modified from time-to-time or (ii) inconsistent with or contrary to the purpose or intent of any Act of Congress.
J. Disclaimers of Government Endorsement. The non-Federal entities will not publicize or circulate materials (such as advertisements, solicitations, brochures, press releases, speeches, pictures, movies, articles, manuscripts, or other publications), suggesting, expressly or implicitly, that the that the United States of America, the Department of the Interior, NPS, NPS-APPA, or any government employee endorses any business, brands, goods or services.
K. Public Release of Information. The non-Federal entities must obtain prior written approval through the NPS-APPA Key Official (or his or her designee) for any public information releases (including advertisements, solicitations, brochures, and press releases) that refer to the Department of the Interior, any bureau, park unit, or employee (by name or title), or to this Agreement unless such releases of public information are otherwise required by law. The specific text, layout, photographs, etc., of the proposed release must be submitted with the request for approval. NPS-APPA will make a good-faith effort to expeditiously respond to such requests.
L. Merger. This Agreement, including any attachments hereto, and/or documents incorporated by reference herein, contains the sole and entire agreement of the Parties.
M. Modification. This Agreement may be extended, renewed, or amended only when agreed to in writing by all Parties.
N. Waiver. Failure to enforce any provision of this Agreement by any Party shall not constitute waiver of that provision. Waivers must be express and evidenced in writing.
O. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by facsimile transmission) as against the Party signing such counterpart, but which together shall constitute one and the same instrument.
P. Agency. The non-Federal entities are not agents or representatives of the United States, the Department of the Interior, NPS, or the NPS-APPA, nor will the non-Federal entities represent themselves as such to third parties.
Q. Survival. In addition to any other provision herein explicitly providing for survival, any and all provisions that, by themselves or their nature, are reasonably expected to be performed after the expiration or earlier termination of this Agreement shall survive and be enforceable after the expiration or earlier termination of this Agreement. Any and all liabilities, actual or contingent, that have arisen during the term of this Agreement and in connection with this Agreement shall survive expiration or termination of this Agreement.
R. Partial Invalidity. If any provision of this Agreement or the application thereof to any Party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the Parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each

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provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
S. Captions and Headings. The captions, headings, article numbers, and paragraph numbers and letters appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provisions of this Agreement nor in any way affecting this Agreement.
T. VDOT Appropriations. Obligations of VDOT pursuant to this Agreement are subject to appropriation by the General Assembly and allocation by the Commonwealth Transportation Board.

## ARTICLE XIII - ATTACHMENTS

[Appendix A-Resolution of the Commonwealth Transportation Board authorizing the Commissioner's execution of the Agreement]

Appendix B—Site Depiction

## ARTICLE XIV - SIGNATURES

IN WITNESS HEREOF, the Parties hereto have signed their names and executed this Agreement on the dates indicated below.
[Signatures Follow]
U.S. DEPARTMENT OF THE INTERIOR, NATIONAL PARK SERVICE APPALACHIAN NATIONAL SCENIC TRAIL

Edward Wenschhof
NPS-APPA Park Superintendent

## Attachment A

## APPALACHIAN TRAIL CONSERVANCY

## Date

Sandra Marra
ATC President \& CEO

ROANOKE APPALACHIAN TRAIL CLUB
Therese Witcher
RATC Club President

## Attachment A

VIRGINIA DEPARTMENT of TRANSPORTATION

Date
Stephen C. Brich, P.E.
Commissioner of Highways

## Appendix A

# Resolution of the Commonwealth Transportation Board authorizing the Commissioner's execution of the Agreement 

[to be included when available]


## SPECIAL USE PERMIT



Appalachian National Scenic Trail
252 McDowell Street / PO Box 50 Harpers Ferry, WV 25425

304-535-6278


| Permittee information |
| :--- |
| Permittee name: |
| Matt Southall (Permittee) |
| Company/Organization: |
| Virginia Department of Transportation |
| Street address: |
| 1401 East Broad Street |
| City: |
| Richmond |
| State: |
| Virginia |
| Country: |
| USA |
| Zip code: |
| 23219 |
| Mobile phone number: |
| 804-396-0684 |
| Fax number: |
|  |
| Email address: |
| Matthew.Southall@VDOT.Virginia.gov |

## Park alpha code: __ APPA

Permit \# 2490-2700-2301 $\qquad$

## Type of use:

$\square$ Special event
$\square$ filming or still photography
$\square$ Demonstration, sale or distribution of printed matter, etc.
Agricultural or grazing - Other: Construction

## NEPA compliance:

$\boxtimes$ Categorically excluded
-EA/FONSI
-EIS
区PEPC \# 113688
$\square$ Other

## Authorizing legislation or other authority:

区54 U.S.C. § 100101
$\boxtimes 54$ U.S.C. § 100751(a)
$\boxtimes 54$ U.S.C. § 103104
-54 U.S.C. § 100905 (still photography)
-Other authority:
$\boxtimes$ Park-specific legislation: Public Law (90-543, 82 Stat.919)

The Permittee is authorized to use the following described lands or facilities on the Appalachian National Scenic Trail (ANST or Park): Four areas totaling 34,707-square feet marked and described on the final approved project plan set as temporary construction easement (Permitted Area).

The Permittee may use those lands or facilities only for the following purpose: Installation of a pedestrian bridge with accessibility ramp/sidewalk and stairs that will carry the Appalachian National Scenic Trail across Route 311. This permit begins when signed by all parties and expires at 6:00 pm on October 4, 2024.

| Application fee | Received | Not Required $\quad X$ | Amount \$ |
| :---: | :---: | :---: | :---: |
| Performance bond | Received | Not Required X | Amount \$ |
| Liability insurance | Received | Not Required | Amount \$ 1million /3million |
| Cost recovery | Received | Not Required _ X | Amount \$ |
| Location fee | Received | Not Required X | Amount \$ |
| Other authorized fee | Received | Not Required _ X | Amount \$ |

Issuance of the permit is subject to the below-listed general and park-specific terms and conditions. The undersigned hereby accepts this permit subject to those terms and conditions and agrees to be bound by them.

| Permittee signature |
| :--- |
| Authorizing NPS official |


| Title: |
| :--- |
| Acting Superintendent |
| Title: |

## Date:

June 14, 2023
Date:

## General Terms and Conditions

1. The Permittee must perform the work or conduct the activities authorized by this permit in accordance with the permit's terms and conditions and in accordance with all applicable federal, state, or local law, including the regulations in 36 C.F.R. chapter I; the regulations in 43 C.F.R. part 5; and all applicable workplace-safety and publichealth orders, rules, and requirements. If the Permittee fails to do so, then the Superintendent of the Appalachian National Scenic Trail (Superintendent) may immediately suspend or revoke this permit without notice.
2. The Superintendent may immediately suspend or revoke this permit without notice if destruction of, loss of, or injury to any park property or resource has occurred, is occurring, or appears imminent. In accordance with the System Unit Resource Protection Act, 54 U.S.C. $\S \S 100721-100725$, any person that destroys, causes the loss of, or injures any park system unit resource will be liable to the United States for response costs and damages resulting from the destruction, loss, or injury.
3. The Superintendent may revoke this permit at any time after providing 24 hours' written notice to the Permittee setting forth the reasons for the revocation.
4. If this permit is revoked for any reason or upon its expiration, the Permittee must repair all damage to park property or resources in accordance with the Superintendent's direction and must restore the Permitted Area to its original, pre-permit condition.
5. The Permittee must obtain all federal, state, or local permits, licenses, inspections, or other reviews or approvals legally required to perform the permitted work or conduct the permitted activities.
6. This permit does not grant the Permittee exclusive use of the Permitted Area. Unless the Superintendent restricts public access to or closes the Permitted Area in accordance with 36 C.F.R. § 1.5, the Permitted Area will remain open to the public to the same extent that it is open to the public during regular park visiting hours, and the permitted work or activities may not unduly interfere with the public's use and enjoyment of the Permitted Area.
7. This permit may not be transferred or assigned to another party without the Superintendent's prior written approval.
8. The Permittee waives all demands, claims, and causes of action against the United States and its officers, employees, agents, and representatives, and releases the United States and its officers, employees, agents, and representatives from all liability, arising out of or resulting from the permitted work or activities. The National Park Service issues this permit upon the express condition that the United States and its officers, employees, agents, and representatives will be free from all liability of any sort whatsoever arising out of or resulting from the permitted work or activities. Accordingly, the Permittee hereby agrees to indemnify, defend, and save and hold harmless the United States and its officers, employees, agents, and representatives from and against all liability of any sort whatsoever arising out of or resulting from the permitted work or activities to the extent allowable by Virginia law. However, this paragraph shall not constitute a waiver of Permittee's sovereign immunity.
9. To the extent that work undertaken on NPS lands is performed by other than Virginia Department of Transportation (VDOT) employees, VDOT shall require such person(s) or corporation(s) to:
a. Procure public and employee liability insurance against claims occasioned by the action or omissions of its agents and employees in carrying out the activities and operations authorized by this permit. The policy shall be in the amount of one (1) million dollars ( $\$ 1,000,000$ ) per occurrence and three (3) million dollars ( $\$ 3,000,000$ ) aggregate; must be issued by a company licensed to do business and in good standing in Virginia; and must name the United States of America as additional insured.
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.
10. Permittee shall provide the Superintendent with a Certificate of Insurance with the proper endorsements before the permit's effective date.
11. If the Superintendent requires a bond as a condition of issuing this permit, then the Permittee must deposit with the Park, before the effective date of this permit, a bond in the amount of \$_N/A_from a bonding company licensed to do business and in good standing in Virginia or in the form of cash or cash equivalent, to guarantee that all financial obligations to the Park will be satisfied.
12. As authorized by 54 U.S.C. § 103104 or 54 U.S.C. § 100905 and in accordance with other applicable law and policy, the National Park Service will recover all costs of providing necessary services associated with this permit, including the costs of administering the permit and monitoring the permitted work or activities. The National Park Service may bill the Permittee for either actual costs or estimated costs. Payment is due at the time of billing. If the National Park Service bills the Permittee for estimated costs, and actual costs exceed the estimated amounts, then the National Park Service will bill the Permittee for the excess. If the National Park Service bills the Permittee for estimated costs, and actual costs are less than the estimated amounts, then the National Park Service will refund the difference to the Permittee after the permitted work or activities have concluded and the permit has expired or been terminated. Under no circumstances will the National Park Service be liable for interest on any refunded amount.
13. The Permittee designates Tony Handy, Salem District VDOT, 540-352-9050, as the on-site person responsible for adherence to the permit's terms and conditions. The on-site person must have full authority to make all decisions about the permitted work or activities; must be reachable at all times; and is responsible for all persons or entities performing the permitted work or activities, including the Permittee's contractors and subcontractors.
14. Nothing in this permit binds the National Park Service to expend in any one fiscal year any sum in excess of appropriations made by Congress or allocated by the National Park Service for the purpose of this permit, or to involve the National Park Service in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.
15. If any provision of this permit is found to be invalid or unenforceable, the remaining provisions of this permit will not be affected and may be enforced to the full extent authorized by applicable law.
16. Use of the National Park Service Arrowhead Symbol is governed by 36 C.F.R. part 11. The Arrowhead Symbol is the official emblem and a registered trademark of the National Park Service. The National Park Service must authorize any use of the Arrowhead Symbol, including incidental use. Using the Arrowhead Symbol for advertising, promotional, or other commercial purposes is prohibited. Unauthorized use of the Arrowhead Symbol may subject an individual to criminal penalties under 18 U.S.C. § 701.
17. Approval of the special use permit does not constitute and should not be construed as a Government endorsement of the permittee's views, activities, products, goods, services, or enterprise. The permittee shall not refer to special use permits awarded by the National Park Service for commercial purposes, in advertising, or in a manner which states or implies that, by issuing the special use permit, the views, activities, products, goods, services, or enterprises undertaken pursuant to this permit are approved of or endorsed by the Government.
18. Credit Lines may be approved through additional terms and conditions.
19. Federal regulations prohibit any person from knowingly giving false information on an application for a permit and from knowingly giving a false report for the purpose of misleading a government employee or agent in the conduct of official duties. 36 C.F.R. $\S \S 2.32(a)(3)$ and $2.32(a)(4)$. Any violation of those regulations will result in this permit's immediate revocation.

## Park-specific Terms and Conditions

20. This Special Use Permit numbers seventy-two (72) pages and contains four (4) Exhibits. Exhibit A: Bridge Design Plans; Exhibit B: Construction Plans; Exhibit C: ANST Plan for Inadvertent Discoveries, and Exhibit D: Fire Road Closure.
21. The National Park Service (NPS) Permit Coordinator for this Permit is Denise Nelson, Environmental Protection Specialist, 301-512-5573 (cell), denise_nelson@nps.gov. Permittee shall notify the Permit Coordinator at least three (3) business days before the start of Permitted activities to alert NPS of the initiation of Permitted work and provide a schedule of planned activities. Permittee shall also notify the Permit Coordinator of work completion within twenty-four (24) hours of completing Permitted activities. Other NPS contacts for this Permit include:
a. Keith Stegall, Chief of Facilities Maintenance, 301-712-6729 (cell) keith_stegall@nps.gov
b. Brian Wilson, Park Ranger, 540-529-3312, brian_d_wilson@nps.gov
22. Status Reports - From the commencement of construction activities on NPS lands, the Permittee will provide updated project status reports on a quarterly basis until all construction-related activities including restoration is completed on NPS lands. The Permittee will provide a copy of these status reports to the three NPS contacts listed above.
23. NPS may monitor the work while in progress and conduct a site inspection following work completion.
24. Permitee is responsible for ensuring that its officers, employees, representative, agents, contractors, and subcontractors are familiar with this Permit and comply with its terms and conditions. All supervisory personnel working for the Permittee within the Permitted Area must carry a copy of this Permit, with at least one (1) copy of the Permit on site at all times. This Permit must be presented to NPS officials upon request. Failure to present this Permit may result in permit activities being suspended.
25. NPS approval of this Permit is based on information provided in the application and supplemental information provided by the Permittee in support of the application. A copy of the reference project design and construction plan documents provided with the application is included in Exhibits $A$ and $B$. Any proposed changes to the project or permitted activities following permit issuance must be approved by the Superintendent at least one week prior to implementation. Any alterations to this Permit must be in writing and signed by the parties and is subject to additional impacts analysis prior to approval.
26. Permittee is authorized to install a pedestrian bridge and associated sidewalk/ramp and stairs. Permittee is authorized to install drainage and erosion control measures including a minor shift of the drainage channel along the edge of the parking lot, conduct tree clearing and grubbing, excavate and grade soils, apply riprap with a geotextile fabric underlayment to slopes, stage equipment and materials, install temporary construction fencing and signs, add gravel to the parking lot, and reseed to restore the site. All work on NPS land is limited to and shall be in accordance with the project controlling documents including the final construction plans and required permits. Any field adjustments or construction plan revisions shall be reviewed by the NPS Permit Coordinator prior to work proceeding.

## Equipment and Materials

27. Support equipment to be used as estimated at the time of application includes: One (1) 30T crane, two (2) excavators (CAT 315 and 325 ), one (1) 20 -foot tool storage, one (1) portable field office/storage shed, one or two (12) portable toilets, one or two (1-2) dumpsters, and staff vehicles. Permittee shall send the NPS Permit Coordinator a list of equipment to be used once acquired by the selected contractor(s) and prior to initiating work.
28. Staging of equipment, materials, and vehicles shall occur on already disturbed land and is restricted to the staging area of the parking lot shown in Exhibit B: Erosion and Sediment Control Plan. Permittee equipment shall be properly secured if left on-site overnight.
29. Permittee shall refuel or store fuel off NPS lands whenever feasible. Permittee may refuel on NPS lands when necessary at locations as far away from the spring along the edge of the parking area as practical and with proper spill containment and preventative measures found within a refuel/spill containment plan. Permittee shall have spill kits and appropriate containment available for all machinery and containers holding fuels, oils, or other chemicals. In the event of a fuel or oil leak/spill within the Park, work shall immediately cease, spill containment be deployed, and the spill reported to NPS and state authorities as required. The Virginia Department of Environmental Quality Pollution Response Department shall be called immediately at 540-574-7800. The Permittee shall be responsible for any required remediation measures such as removing contaminated soil from the site.
30. Engines shall be shut off when not in use, i.e. no idling allowed.
31. Means of extinguishing a fire shall be available on site at all times. Permittee shall do everything reasonably within its power to prevent and suppress fires resulting from the Permittee's activities on and adjacent to the Permit area.
32. All Permittee equipment and hand tools that come into contact with Park soil shall be free of dirt, seeds and vegetation prior to entering the Park. Frames, tires, tracks, beds, buckets and other attachments must be pressure washed or steam cleaned. Vehicles and equipment are to be cleaned offsite and off NPS lands. Attention shall be shown to the under carriage and any surface where soil containing exotic seeds may exist like cracks, crevices and tire treads.
33. The transport of sediment onto paved or public roads at access entrances shall be minimized. Whenever vehicle tracking of sediment occurs, sediment shall be removed daily by shoveling or sweeping.

## Safety

34. Permittee is responsible for all necessary safety equipment and industry standard construction practices. This includes all necessary signs, fencing, and other measures needed to ensure persons not associated with this permit are kept out of the construction zone and safely away from construction hazards.
35. Permittee and its contractor(s) shall follow their respective safety protocols and plans. Any safety violations shall be corrected immediately. If the violation is not corrected immediately, the project shall be suspended until such corrections are made.
36. In the case of an OSHA-reportable injury, criminal incident, spill, or environmental emergency within the Permitted Area involving the Project, the Permittee or its officers, employees, representatives, agents, contractors, or subcontractors, Park employees or visitors, the Permittee shall notify the NPS within two (2) hours of the event by contacting NPS Dispatch at 866-677-6677 and NPS Permit Coordinator, Denise Nelson, 301-512-5573 (cell). The Permittee must also submit to the Superintendent within forty-eight (48) hours a full written report of actions and corrections taken and submit a complete report including the resolution of the situation within ninety (90) days.
37. Permittee shall maintain safe and continued passage of hikers and visitors through the project area. Permittee shall:
a. Inform all its representatives and contractors of the location of the Appalachian Trail, the shuttle pull-off area for loading and unloading visitors, and of the safety protocols required to ensure Park visitor safety.
b. Install fencing to guide visitors safely around the construction area.
c. Install temporary signs on the trail to warn visitors about the work areas ahead. Signs shall be placed along the Appalachian Trail on either side of the work zone before work begins and removed upon project completion.
d. Implement all measures in the traffic management plan [See Exhibit B].
38. The Fire Road between Route 311 and its intersection with the McAfee Knob Fire Road Connector Side Trail north of Route 311 will be closed to the public with signage and barrier during construction but shall remain accessible by emergency personnel [See Exhibit D]. Permittee shall ensure that equipment and materials do not block emergency vehicle access to the Fire Road.
39. The gravel parking lot will be gated and closed to the public during construction. Permittee shall maintain and control entrance through the construction entrance gate to the parking lot. As outlined in the transportation management plan, Permittee shall provide local emergency response organizations with access to the locked emergency vehicle entrance gate prior to commencing work. Permittee shall notify NPS ANST Chief of Facilities Keith Stegall at least thirty (30) days before the parking lot is closed to the public.

## Operations

40. Permittee shall complete work onsite during daylight hours to the greatest extent possible and use minimum lighting required to safely conduct work at night when necessary for beam setting.
41. Permitted activities shall not occur during severe weather conditions and permitted activities involving ground disturbance shall not occur during saturated soil conditions.
42. Work areas shall be maintained in a sanitary condition at all times and waste materials shall be disposed of promptly at an approved waste disposal site.
43. Permittee is authorized to cut and remove trees and other vegetation as follows:
a. Tree removal is limited to that specified in the project plans and Permittee shall avoid collateral damage to trees and other vegetation not slated for removal including gashing of adjacent trees.
b. Trees may be cut outside the active bat season only. [Trees may be cut from November 15th through March $31^{\text {st }}$. No trees may be cut from April 1 through November 14 ${ }^{\text {th }}$ ]. Note: this restriction is also protective of the state endangered songbird the Loggerhead Shrike.
c. Limits of the tree clearing area must be clearly marked in the field prior to any tree clearing.
d. Permittee shall ensure contractor(s) conducting the tree clearing understand the clearing limits and how they are marked in the field.
e. Tree roots may be removed only where required [See Exhibit B: Erosion and Sediment Control Plan Sheets].
f. For any tree pruning, make clean cuts at the base of branches without damaging the tree trunk or branch collar. Do not rip, tear, or pull live branches.
g. For any trees cut but not grubbed, stumps shall be cut low (less than 6 " from the ground) unless there are rocks or other material that would prevent a low stump cut.
h. Cut vegetation shall be removed from the site or left to lie on the forest floor to facilitate decay. Woody debris left to decay on-site shall be cut into lengths of no more than eight (8) feet and spread out and away from the Appalachian Trail treadway and not piled or windrowed.
44. Permittee shall take measures necessary to ensure trees and other vegetation on NPS land outside the Permitted area are not damaged by project activities.
45. Permittee shall limit all ground disturbance to within the project Limits of Disturbance (LOD) shown in Exhibit B: Erosion and Sediment Control Plan Sheet No. 5. The exterior boundaries (not including the boundary along the paved roadway) shall be clearly marked and posted prior to construction and maintained during any surface disturbing activities. Land disturbance within the LOD shall be conducted in a manner that minimizes disturbance and preserves topsoil especially on steep slopes, minimizes erosion, and minimizes soil compaction outside the bridge footprint.
46. Permittee shall install temporary silt fence as outlined in the final construction plans [See Exhibit B: Environmental Commitments Summary Sheet and Erosion and Sediment Control Plan Sheets]. All installed erosion and sediment control measures shall be inspected and maintained as outlined in the final construction plans and per applicable federal and state regulations and removed only after the site has been revegetated and restored.
47. Disturbed areas shall be reseeded as soon as possible with a native seed mix and covered with certified weed-free straw. The native seed mix will include only plants native to the project area in Roanoke County, Virginia.
48. Permittee shall avoid impacting the rockshelter located near the bridge north abutment and stairs. This cultural feature shall be inspected daily during installation of the north abutment and the NPS Permit Coordinator notified immediately if any damage is noted such as new fissures or cracks in the rock.
49. Permittee will ensure the bridge is constructed as designed including specified architectural treatments and colors to help it blend in with the natural surroundings of the ANST.
50. Permittee is responsible for the removal of all trash and construction debris upon completion of permitted project activities. Permittee shall inspect the site to confirm all debris, waste, litter, and spoils have been removed from the project area.

## Inadvertent Discovery

51. Permittee shall halt any activities and notify the Park Cultural Resources Manager, Joel Dukes at 978-9705143 (office) or 617-429-4468 (cell) immediately upon discovery of human remains, or archeological, paleontological, or historical findings. Clearance to proceed shall only be allowed under the condition that if concealed archeological resources are encountered during project activities; all necessary steps will be taken to protect them. Permittee agrees and understands that all artifacts unearthed on Park property shall remain the property of the Park. See Exhibit C - Appalachian National Scenic Trail Plan for Inadvertent Discoveries for additional requirements and instructions.
52. Permittee shall halt any activities and notify the NPS Permit Coordinator immediately upon discovery of threatened or endangered species. The NPS will advise about next steps and when work may proceed.

## Damages and Restoration

53. Permittee shall restore NPS areas impacted by construction and outside the bridge footprint
54. Permittee shall repair any damage to Park property and physical resources caused by or occurring incident to Permitted activities to the satisfaction of the Superintendent or their representative within fourteen (14 days) of work completion, or if repair is not possible, shall provide monetary compensation for the damages. Repair and restoration activities may include but are not limited to ensuring proper drainage of disturbed areas, filling in ruts or holes in the parking lot or Fire Road, replacing lost gravel in the parking lot, replacing any damaged boundary markers or monuments, and reseeding disturbed areas.

NPS Form 10-114 (Rev. 8/2021)
National Park Service
55. Permittee is responsible for any damages to non-Federal property, such as but not limited to vehicles and utilities in the general area of this permit. Any utilities which are damaged or disrupted during construction or restoration process shall be immediately repaired or restored.

## Exhibit A

## Bridge Design Plans




* Includes metal stair concrete pilosters ond metal stair concrete footings.
$\otimes$ Denotes items to be paid for on the basis of plan auntities in
occordonce with current Rood ond bridge Specifications.

| ESTIMATED QUANTITIES - SUPERSTRUCTURE ONLY |  |  |
| :---: | :---: | :---: |
| Item | Units | Quontity |
| Concrete Low Shrinkoge Closs A4 Mod. | Cr | 23.0 |
| Corrosion Resistont Reinf. Steel. $\otimes$ | LB | 5200 |
| NS Bridge Incidentols (Paropets) | LF | 180 |
| Structural steel Rolled Beom ASTM ATo9 Grode 50 w | L*** | 42900 |
| Cover Depth Survey $\otimes$ | sY | 100 |
| Pedestrion Fence 8' $\otimes$ | LF | 177 |
| Ns Architectural Treatment $\otimes$ | SY | 54 |
| Concrete Surfoce Color Cooting | SY | 113 |

** Lump Sum (weight includes rolled beoms, diaphgroms, stiffeners.
$\otimes$ Denotes items to be paid for on the bosis of plon quantities in
occordonce with current Rood ond bridge Specificotions.
Elostomeric beoring pads ore included in the cost of structural
steel roled

| LUMP SUM BID ITEMS |  |
| :--- | :---: |
| Mobilizotion | LS |
| Construction Surveying | LS |
| Ns Bridge incidentols (Metal Stairs) | LS |


| MISCELLANEOUS/ROAD |  |  |
| :--- | :--- | :--- |
| ITEMS | Units | Quantity |
| NBIS Access. Under Bridge Structure Number : 30973 | Doy | 3 |
| Concrete Closs A3 (Concrete Stoirs) | CY | 8.2 |
| Reinforcing Steel (Concrete Stoirs) | LB | 600 |
| Hondroil HR-1 Type I | LF | 87 |
| Hondroil HR-1 Type ॥ | LF | 77 |


| INDEX OF SHEETS |  |
| :---: | :---: |
| Sheet No. | Description |
| ' | Title sheet; Plon, developed section, design exceptions ond generol notes |
| 2 | Estimoted quantities, index of sheets, general notes |
| 3 | Substructure loyout |
| 4 | Abutment A plon ond elevorion |
| 5 | Abutment A footing plon |
| 6 | Abutment A wing wolls |
| 7 | Abutment A orchitectural treotment |
| 8 | Abutment B plon ond elevorion |
| 9 | Abutment B footing plon |
| 10 | Abutment B wing wals (1 of 2) |
| 11 | Abutment B wing wolls (2 of 2) |
| 12 | Abutment B orchitectural treatment |
| 13 | Abutment details |
| 14 | Beoring details |
| 15 | Tronsverse section |
| 16 | Froming plon |
| 17 | Girder details |
| 18 | Comber diogram |
| 19 | Deod load deflections ond slab elevations |
| 20 | Deck slob plon |
| 21 | Deck slob elevations |
| 22 | Parapet details (1 of 2) |
| 23 | Paropet details (2 of 2) |
| 24 | Pedestrion fence details |
| 25 | Reinforcing steel schedule - Abutment A |
| 26 | Reinforcing steel schedule - Abutment B |
| 27 | Reinforcing steel schedule - Superstructure |
| 28 | 0311-080-943, B618-Engineering Geology (1) of 2) |
| 29 | 0311-080-943, B618-Engineering Geology (2 of 2) |
| 30 | Retaining wall loyout |
| 31 | Abutment a retoining wolls 1 and 2 |
| 32 | Abutment A retaining walls I ond 2 footing |
| 33 | Abutment B retoining wall I (1 of 2) |
| 34 | Abutment B retoining woll I (2 of 2) |
| 35 | Abutment B retoining wall 2 |
| 36 | Abutment B retaining wolls I and 2 footing |
| 37 | Abutment Bretaining woll 3 |
| 38 | Abutment A retaining walls orchitectural treatment |
| 39 | Abutment B retoining wolls orchitectural treatment |
| 40 | Metal stair details (1 of 3) |
| 41 | Metol stair details (2 of 3) |
| 42 | Metol stoir detoils (3 of 3) |

GENERAL NOTES (continued)
 footings for obutments sholl beor on competent bedrock. For bearing Footings for retoining wolls sholl beor on firm material. For bearing
requirements, see the Soreod Footing Doto Toble on sheet 30 . The Bridge Dote Plote shall be instoled in accordonce with voot's
Roood ord Bridef Stondords ond obtoined from the District Structure
ond Bridge iffice.



VoOT Project Coordinotes (2014)




|  |  |  | COMMONWEALTH OF VIRGINIADEPARTMENT OF TRANSPORTATION |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  | STRUCTURE ANO BRIOGE DIVISION |  |  |  |
|  |  |  | ESTIMATED QUANTITIES INDEX OF SHEETS GENERAL NOTES |  |  |  |
| No. | Description | Dote |  | Dote |  | Sheet + No |
| Revisions |  |  |  | Apr. 2023 | 300-46 | 2 of 42 |

## Notes:



The substructure loyout is for the purpose of locating fill slopes
and totings for or outments. For detoils of neotwork, see
abutment sheets.


cut situations, material with strength choracteristics greater The final depth of the embankment side slopes, sholl be
regulor embonkment moteriol ploced ond finished os required, or boring logs, see sheets 28 and 29.

for metal stoir concrete piloster detoils, see sheets 9,36 and 4 .
For metal stair concrete footing details, see sheets 36 and 4 l.

- Denotes boring locotion


| SPREAD FOOTING DATA TABLE |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| SubstuctureRetoining Woll Unit | AnticipatedBearing BearingMaterial | SERVICE LIMIT STATE |  | STRENCTH LIMT STATE |  |
|  |  | Tolerable Set+lement (inches) |  | $\begin{aligned} & \text { Moximum } \\ & \text { Motored } \\ & \text { Serifis } \\ & \text { Pressire. } \end{aligned}$ |  |
| Abutment A Footing | Rock | N/A | 3.0 | 3.9 | 8.7 |
| Abutment B Footing | Rock | N/A | 2.1 | 2.7 | 6.0 |

The larger of these two values, as well os the Anticipated Bearing Moterial,
sholl berifled by the Inspector or Engineer-ot-Record prior to placing
the footing concrete.

SECTION THROUGH ABUTMENT - CUT SECTION Abutment droinoge not shown

|  |  |  | COMMONWEALTH OF VIREGINAADEPARTMENT OF TRANSPORTATION |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  | STRUCTURE AND BRIICE DIVISION |  |  |  |
|  |  |  | SUBSTRUCTURE LAYOUT |  |  |  |
| No. | Desscription | Dote |  | 0ote |  | Sheet |
| No. ${ }_{\text {Nescrivtion }}^{\text {Revisions }}$ |  |  |  | Apr. 2023 | 300-46 | 3 of 42 |



0


Scole: $3 / 4^{\prime \prime}=1^{\prime}-0^{0}$






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*) ,
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``` connect it with the weephole.
Bottom of footing elevation shall not be lowered by more thon
For Footing Plon, see Sheet 9
For Architectural Treotment ond Coping Detoils, see sheet 12 .
For Weephole Reinforcement Detail. Corner Reinforcement Detai
ond Hondrail Anchor Bolt Detoiis, see sheet 13 .
For Abutment B Reinforcement Schedule, see sheet 26 .
```



$\xrightarrow{K}$


|  |  |  | COMMONWEALTH Of Virgina |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  | STRUCTURE AND BRICE DIVIIION |  |  |  |
|  |  |  | ABUTMENT B WING WALLS (2 OF 2) |  |  |  |
| No. | Description | Dote | sioned | Oote |  | Shee |
| Revisions |  |  | (ersem: | Apr. 2023 | 300-46 | 11 of 42 |




Notes:
Cost of joint filler sholl be included in the price for substructure
concrete.


HANDRAIL ANCHOR BOLT DETAILS


CORNER REINFORCEMENT DETAIL Abutment and bockwall bors not shown for clarity


WEEPHOLE REINFORCEMENT DETAIL Not to Scole


ABUTMENT A ANCHOR BOLT LAYOUT Not to Scale


PREFORMED JOINT FILLER - at FOOTING ELEVATION
Not to Scole


PREFORMED JOINT FILLER - AT STEM ELEVATION


ABUTMENT B ANCHOR BOLT LAYOUT
Not to Scole

|  |  |  | COMMONWEALTH Of Virgina |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  | STRUCTURE AND BRIOCE DIVISION |  |  |  |
|  |  |  | ABUTMENT DETAILS |  |  |  |
| No. ${ }_{\text {Nosecription }}^{\text {Revisions }}$ |  |  |  | Dote |  | Shee |
|  |  |  | (ersers | Apr. 2023 | 300-46 | 13 of 42 |








|  | Point | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| $\underset{\substack{\text { Girders } \\ 183}}{ }$ | $\triangle$ 's | 0 | 9/16" | 1/16" | 17/16" | $111 / 16^{\prime \prime}$ | $113 / 16^{\prime \prime}$ | $111 / 16^{\prime \prime}$ | 17/16" | 1 1/16 | 9/16" | 0 |
|  | $\triangle_{c}$ | 0 | $1 / 4^{\prime \prime}$ | 7/16" | 9/16" | 11/16" | 11/16" | $11 / 16^{6}$ | 9/16" | 7/16" | $1 / 4{ }^{\prime \prime}$ | 0 |
|  | Total | 0 | $13 / 16^{6}$ | $11 / 2^{\prime \prime}$ | $2^{\prime \prime}$ | $23 / 8^{\prime \prime}$ | $21 / 2^{\prime \prime}$ | $23 / 8^{\prime \prime}$ | $2^{\prime \prime}$ | $11 / 2^{\prime \prime}$ | 13/16" | 0 |
| Girder | $\triangle$ 's | 0 | 5/8" | $13 / 16^{\prime \prime}$ | 1 5/8" | $17 / 8^{\prime \prime}$ | $2^{\prime \prime}$ | $17 / 8^{\prime \prime}$ | \| 5/8" | $13 / 16^{\prime \prime}$ | 5/8" | 0 |
|  | $\triangle_{c}$ | 0 | 3/16" | 3/8" | 9/16" | 5/8" | 5/8" | 5/8" | 9/16" | 3/8" | 3/16" | 0 |
|  | Total | 0 | $13 / 16{ }^{6}$ | 19/16" | 23/16" | $2^{1 / 2 "}$ | 2 5/8" | $21 / 2^{\prime \prime}$ | $23 / 16^{\prime \prime}$ | $19 / 16^{\prime \prime}$ | 13/16" | 0 |

DEAD LOAD DEFLECTIONS

All values in Dead Load Deflection Table ore in inches.
$\Delta_{s}$ - Deflection of girder from dead load of concrete deck slob, bolster and construction tolerances.
$\Delta_{c}=$ Deflection of girder from permonent dead lood odded ofter deck slab is cost (e.g. poropet).

| TOP OF SLAB ELEVATIONS ALONG \& GIRDER |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Point | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 18 | 18 | 19 | 20 |
| Girder 1 | 1980.32 | 1980.47 | 1980.58 | 1980.66 | 1980.71 | 1980.73 | 1980.71 | 1980.66 | 1980.58 | 1980.47 | 1980.32 |
| Girder 2 | 1980.40 | 1980.54 | 1980.65 | 1980.74 | 1980.78 | 1980.80 | 1980.78 | 1980.74 | 1980.65 | 1980.54 | 1980.40 |
| Girder 3 | 1980.32 | 1980.47 | 1980.58 | 1980.66 | 1980.71 | 1980.73 | 1980.71 | 1980.66 | 1980.58 | 1980.47 | 1980.32 |



Notes
 oints olong Construction $\mathbb{B}$ ond foce of curbs ore of 10 oth points
troight line interpolations for intermediote elevotions on too
 dijacent points locrete
hon 9.5
foot intervals
for parapet details, see sheets 22 and 23 .


|  |  |  | COMMONWEALTH OF VIRGINAADEPARTMENT OF TRANSPORTATION |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  | STRUCTURE AND BRIOCE DIVISION |  |  |  |
|  |  |  | DEC | CK SLAB | ELEVATIONS |  |
|  |  |  |  |  |  |  |
| No. | Desscription | Dote |  | Dote |  | Sheet No. |
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UPC\# 111066




[^0]UPC\# 111066

|  |  |  | COMMONWEALTH Of Virgina |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  | STRUCTURE ANO BRIDGE DIVISION |  |  |  |
|  |  |  | O3II-080-9I3, B618ENGINEERING GEOLOGY (2 OF |  |  |  |
| No. | Desscription | Dote |  | Dote | Poon No. | Sheet No. |
| Revisions |  |  | coin | Apr. 2023 | 300-46 | 29 of 42 |










Form liner sholl be orronged to produce of continuous drystack
pottern without obvious repetition of the pottern.
Form liner pottern shall be inspected and opproved by the
Deportment.
Controctor shall submit shop drowings with pottern loyout for
Oporoval by the Deportment.
A color cooting of Dork Groy No. 595 -36492 shall be ooplied to the
full length of front foce ond too side of retoining wolls.
For Abutment A Reinforcement Schedule, see sheet 25 .


8" COPING DETAIL Not to scole

ABUTMENT A RETAINING WALLS COPING AND ARCHITECTURAL TREATMENT


DRYSTACK TEXTURE DETAI

|  |  |  | COMMONEALTH OF UVIRGINA |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  | STRUCTURE AND BRIDE DIVIIION |  |  |  |
|  |  |  | ABUTMENT A RETAINING WALLS ARCHITECTURAL TREATMENT |  |  |  |
| No. | Desor | Dote | Designed: s. | Dote |  | Sneet |
| Revisions |  |  |  | Apr. 2023 | 300-46 | 38 of 42 |







MC12 PER PLAN

(904) STAR FRAMING DETALL

transs stems



SECTION A-A - PILASTER SECTION
$1112^{\prime \prime}=1-0^{\prime \prime}$



(1004) $\operatorname{stalR}$ FRAMING DETALL



(4044) $\frac{\text { STARR FRAMING DETALL }}{11 / 21^{2}=1-0^{\prime \prime}}$


| MC12stinger |
| :---: |
| PERLRAN |

(4014) $\frac{\text { STARR FRAMING DETALL }}{1112^{\prime \prime}=1-0.0}$


SECTION C-C - PILASTER COLUMN CONNECTION
$11122^{-1}=1.0^{\prime \prime}$




SECTION D-D- STAR FOUNDATION SECTION

|  |  |  | COMMONWEALTH OF VIRGIINADEPARTMENT OF TRANSPORTATION |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  | STRUCTURE ANO BRICE DIVISION |  |  |  |
|  |  |  | METAL STAIR DETAILS (2 OF 3) |  |  |  |
| No. | Description | Dote |  | Dote |  | Sneet No. |
| No. ${ }_{\text {Nescription }}^{\text {Revisions }}$ |  |  |  | Apr. 2023 | 300-46 | 41 of 42 |



## Exhibit B

## Construction Plans



## introouction

 work zoneis) lengtr: work zone length is variable as reflected below.
work Zoness) wioth: variable with loue to existing roadwar)

- ROUTE 3l: STATION 43 -40.0 TO STATION 44:67.05 (0.024 MILES/IZ7 FEET)

IIPACT ON TRAFFIC ROUTE III ONE TRANEL LANE SHALL REMAN OPEN EXCEPT DURING THE INSTALLATION
OF THE STEEL BEAMS FOR THE BRIOGE.

allowable work houns:7an-GpM mondar-fRIIAY unless otherwise approved by the engineer $\frac{T E M P O B A Q Y \text { TRAAFFIC CONTPOL ITTCI PLLAN }}{\text { EWMPA }}$



THE CONTPACTOR MAY USE OTHER TYPPCAL APPLCATIONS OR COMBINATIONS THEREOF AS DEEMED
NECESSARA ANOOR APPROVED BY THE ENGNEER.

the contractor is to ensure all prnate entrances shall reman accessible durimg construction. TrPical sections: Refer to this sheet
general notes





 5. MEAUYRS SHAL BE TAKENTO ENUVETHAT AEOUATE SIGTT DISTANCE DURNG CONSTRUCTION





 9. Minnuum alowable through lane wioth that shall be mantaned is eleven ilif feet on route 3






##  ,mian mon minn







 19. ALL trall entrances and prnate entrances shall reman accessilile during construction. PUSUC COMUUNCATION STAATEGIES


ACPOSS THE ROOOD
THERE WIL BE LANE SHIFTS.BUT ONE LANE IN EACH DIRECTION WLL BE MANTANED.

MESSAGES
MESSAGSI


 NECESSAAP.
SEOUENCE OF CONSTRUCTION
PHASE 0

2. EENTAACEERUETER SLIT FENCE AND STABUIIED CONSTRUCTION ENTRANCES.

PHASE I

PHASE 2

phase ${ }^{3}$ Construct the trall from the parking lot to the brioge.




RIGHT OF WAY PLAN SHEET SHOWING
Proposed Temporary Easement for Parcel 001 ( 25961 Sq.Ft.)
Metes and Bounds:
Beginning at a point on the south right of way of Route 311, being a point at Station $42+35.74$ and
 point; thence a point; thence $S 61^{2} 25^{\prime} 57^{\prime \prime} W$, a distance of 39.98 feet to a point; thence $S 30^{\circ} 00^{\prime} 25^{\prime \prime} E$,
41.06 feet to
a distance of 13.53 feet to a point; thence $S 34^{\circ} 42^{\prime} 366^{\prime \prime} W$, a distance of 42.29 feet to a point; thence

a distance of 24.86 feet to a point on the south right of way of Route 311 ; thence along the south
right of way of Route 311 a curve to the leff with a Radius of 517.35 feet, an Arc Length of 64.52
eeet, a Chord Bearing of S73
$26^{\circ} 34^{\circ} 03^{\prime \prime} E$, a distance of 178.60 feet to the a Chord Length of 64.48 feet to a point; thence Seginning, containing 25961 Square Feet.
Proposed Temporary Easement for Parcel 002 ( 3030 Sq Ft)
Metes and Bounds:
Beginning at a point on the north right of way of Route 311, being a point at Station 43+96.31 and
Offset 49.42 feet right from Route 311 Construction Baseline; thence along the right of way of


Proposed Temporary Easement for Parcel 003 ( 124 Sq.Ft.)
and Bounds.
Commencing at a point on the north right of way of Route 311, being a point at Station $43+96.31$
and Offset 49.42 feet right from Route 311 Construction Baseline; thence leaving the north right of

Proposed Temporary Easement for Parcel 004 (5s01 Sa.E.)
Beginning at a point on the south right of way of Route 311, being a point at Station $41+48.58$ and




$$
\begin{aligned}
& \text { ROPOSED TEMPROARY EASEMENTS } \\
& \text { ON PROPERTY OF U.S.A } \\
& \text { Conveyed by Deed to The } \\
& \text { COMMONWEALTH OF VIRGINIA }
\end{aligned}
$$











## Exhibit C

## ANST Plan for Inadvertent Discoveries

Exhibit C

## Appalachian National Scenic Trail Plan for Inadvertent Discoveries

The following plan outlines procedures to follow if archaeological materials or human remains are discovered while working on NPS lands.

## What are cultural resources?

A cultural resource discovery could be prehistoric or historic. Examples include:

- An accumulation of shell, burned rocks, or other food related materials
- Bones or small pieces of bone,
- An area of charcoal or very dark stained soil with artifacts,
- Stone tools or waste flakes (i.e. an arrowhead, or stone chips),
- Clusters of glass, pottery, tin cans or bottles, logging or agricultural equipment
- Buried railroad tracks, decking, or other industrial materials
- Building foundations

When in doubt, assume the material is a cultural resource.
What do you do if you uncover a Cultural Resource?
Step 1: Stop work. If any employee, contractor or subcontractor believes that he or she has uncovered a cultural resource at any point in the project, all work adjacent to the discovery must stop. The discovery location should be secured at all times.

The area of work stoppage will be adequate to provide for the security, protection, and integrity of the cultural resource. The contractor or project leader will be responsible for taking appropriate steps to protect the discovery. At a minimum, the immediate area will be secured to a distance of fifty (50) feet from the discovery. Vehicles, equipment, and unauthorized personnel will not be permitted to traverse the discovery site.

All artifacts are property of the USA and should not be collected. Leave all cultural resources in place unless directed otherwise.
Step 2: Notify Park Staff. Immediately contact the Appalachian National Scenic Trail Superintendent at (304-535-6279), and Archaeologist Joel Dukes (office 978-970-5143; cell 617-429-4468). If they cannot be reached, contact Jim Von Haden, Integrated Resource Manager, at 304-535-4009. Then contact Park Law Enforcement Dispatch at 1-866-677-6677.

If the inadvertent discovery is made during projects without an Archaeological Monitor on site, notify the Park Staff listed above. They will then notify the Northeast Region Archaeology Program (NRAP) for guidance.

If the inadvertent discovery is made during a project with an Archaeological Monitor on site, the Monitor will notify Park Staff and NRAP. The monitor should then begin the documentation process so that consultation can begin.

Step 3: Follow Park Guidance. Park Staff will visit the site as soon as possible to evaluate the site and consult with NRAP to determine if work can resume or if the project must be halted until further notice. If an NPS approved Archeological Monitor is on site, they must be notified of any discoveries and can determine if a work stoppage is required and any other appropriate actions to take.

If human remains are found, all work in the area shall stop. Park Law Enforcement shall be notified to begin the determination if the remains are from a crime scene or are archaeological in nature. If archaeological in nature Park Staff shall notify the State Archaeologist and NRAP immediately so that consultation can begin.

## Exhibit D

## Fire Road Closure

## ,


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