

**PROJECT SPECIAL PROVISIONS**  
**PERMITS**

The Contractor's attention is directed to the following permits which have been issued to the Department of Transportation by the authority granting the permit.

**PERMIT**

**AUTHORITY GRANTING THE PERMIT**

Special Use Permit

U. S. Dept. of The Interior- National Park Service

The Contractor shall comply with all applicable permit conditions during construction of this project. Those conditions marked by \* are the responsibility of the department and the Contractor has no responsibility in accomplishing those conditions.

Agents of the permitting authority will periodically inspect the project for adherence to the permits.

The Contractor's attention is also directed to Articles 107-10 and 107-14 of the Standard Specifications and the following:

Should the Contractor propose to utilize construction methods (such as temporary structures or fill in waters and/or wetlands for haul roads, work platforms, cofferdams, etc.) not specifically identified in the permit (individual, general, or nationwide) authorizing the project it shall be the Contractor's responsibility to coordinate with the Engineer to determine what, if any, additional permit action is required. The Contractor shall also be responsible for initiating the request for the authorization of such construction method by the permitting agency. The request shall be submitted through the Engineer. The Contractor shall not utilize the construction method until it is approved by the permitting agency. The request normally takes approximately 60 days to process; however, no extensions of time or additional compensation will be granted for delays resulting from the Contractor's request for approval of construction methods not specifically identified in the permit.

**Where construction moratoriums are contained in a permit condition which restricts the Contractor's activities to certain times of the year, those moratoriums will apply only to the portions of the work taking place in the waters or wetlands provided that activities outside those areas is done in such a manner as to not affect the waters or wetlands.**

U.S. DEPARTMENT OF THE INTERIOR  
National Park Service  
Special Use Permit

Name Govt and Utilities  
of Use:

Permit Review Date:

Permit Expires:

Dec 31, 2009

Long Term

Permit No.:

GOV07 - CAHA - 5700 - 461

Short Term

Name of Area:

Cape Hatteras National Seashore

Clay Willis & North Carolina Department of  
Transportation

of

Edenton, NC

(252) 482-7977

Name of Permittee

Address

Phone

is hereby authorized during the period of 8:00:00 AM on 08 31, 2007 and expiring at Dec 31, 2009, to use the following described land or facilities in the above named area:

on and below the Bonner Bridge as situated in Oregon Inlet, Cape Hatteras National Seashore

For the purpose(s) of: repairing and maintenancing the Bonner Bridge as more fully set out in the papers and documents filled with the Park in support of the application for this permit. Liability Insurance required below is for private contractors of the state.

Authorizing legislation or other authority (RE-DO-53): 36 CFR: Chapter 1, Part 2.50.

NEPA Compliance:  Categorical Excluded  EA/FONSI  EIS  Other Approved Plans

Performance Bond:  Required  Not Required Amount \$0.00

Liability Insurance:  Required  Not Required Amount \$1,000,000.00

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. Department of the Interior, National Park Service, of the sum of \$0.00.

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

PERMITTEE

[Signature]  
Signature

Stacy Baker  
Division Mgmt Eq

9-19-07  
Date

Authorizing Official

Michael B. Murray  
Signature

Michael B. Murray  
Superintendent

8/31/2007  
Date

Additional Authorizing Official  
(If Required)

Signature

Title

Date

PERMITTEE

ADDENDUM  
Cape Hatteras National Seashore

Special Use Permit #GOV07-CAHA-5700-461

1. The permittee shall exercise this privilege subject to the supervision of the 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 - Neither Members of, nor Delegates to Congress, or Resident Commissioners shall be admitted to any share or part of this permit or derive, either directly or indirectly, any pecuniary benefits to arise therefrom: Provided, however, that nothing herein contained shall be construed to extend to any incorporated company, if the permit be for the benefit of such corporation.
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(a) (4)].
7. Permittee will comply with applicable public health and sanitation standards and codes.
8. The permittee and all participants authorized herein must comply with all conditions of this permit including all exhibits, amendments and/or written directions of the Park Superintendent.
9. The permittee and all participants authorized herein must comply with all conditions of this permit including all exhibits, amendments and/or written directions of the Park Superintendent.
10. This permit is applicable only for the use of the area(s) indicated under the terms detailed on Special Use Permit (Form 10-114) and the additional provisions listed below.
11. Special Park Uses Coordinator is the Service's representative regarding permit preparation and can be reached at (252) 473-2111, ext. 121. North District Ranger at (252) 441-7425 or his designee will serve as the Service's representative during the Project. The permittee must immediately notify the District Ranger in the event of any accidents or emergencies.
12. This permit authorizes the rebuilding/replacement of sections of the bridge structure all in accordance with the documents and maps filed with the National Park Service in support of the Application for this Permit, also referred to as the "Plans for the Project".
13. This permit does not authorize exclusive use of any public lands. The permittee shall insure to the fullest practicable extent that the rights of the general public visiting Cape Hatteras National Seashore will not be infringed upon by this activity.
14. The authorized activities shall be suspended immediately should any unidentified archeological or other cultural resources be encountered within the permitted area. The Service's Resource Chief Thayer Broili, 473-2111, ext. 137 or Historian/Cultural

- Resources Manager Doug Stover, 473-2111, ext. 153 must be notified immediately.
15. The permittee will exercise particular care to avoid disturbing or destroying wildlife and vegetation. Night work will be suspended when Park Staff determine such activity could adversely impact wildlife nesting and breeding activities in the Park. Night work may be resumed when Park Staff determine no impact to wildlife is likely.
  16. Permittee will use best efforts to minimize its vehicle and equipment interference with routine visitor traffic or use of park resources. Equipment utilized during the Project shall be strategically placed and operated as to avoid damage to ocean side dunes and/or marsh habitat.
  17. The Permittee shall be responsible for providing traffic control at the sight and during the period from Memorial day to Labor Day will minimize week-end work at the sight so as to provide maximum traffic flow.
  18. No staging of materials is permitted on Park property other than sites approved by the District Ranger.
  19. The permittee must properly dispose of all refuse generated by the permitted activity. Clean up to the satisfaction of the Service is the responsibility of the permittee. The permittee shall be liable for any damages to any government property resulting from these activities. .
  20. The Superintendent shall be notified in writing no less than fifteen (15) days prior to the start of initial construction on Park lands. The Permittee construction/maintenance supervisor will contact the District Ranger on the morning of the first and last day of work, advising the location and extent of work crews and equipment in the Park.
  21. No permanent buildings will be constructed at the staging areas and no workers or visitors will be housed or allowed to camp at the site; however, temporary trailer will be permitted if necessary for personnel and equipment and to accommodate night-watchmen for the contractor.
  22. The Permittee and any of its Contractors or Sub-contractors shall comply with all State of North Carolina, Department of Environmental Quality and National Park Service rules and regulations during construction including, but not limited to, the handling and storage of fuel, oil and other liquids.
  23. All construction vehicles will be pressure cleaned with water prior to arriving at and departing from the construction site to minimize the potential for introducing exotic plant species. North Carolina Highway 12 will be keep clean and free from debris.
  24. Contractors/subcontractors will be informed about the special sensitivity of park values, regulations, and appropriate grounds maintenance during construction periods.
  25. Safety fences and signs will exclude park visitors from construction and access areas. The Permittee will maintain fences and signs in good repair during project activities and promptly remove them following completion of construction.
  26. To the extent that work undertaken under this permit is performed by other than the Permittee's employees, it shall require such person or corporation to:
    - 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 One Million Dollars (\$1,000,000) for any number of claims arising from any one incident. The policies shall name the United States as an additional insured, shall specify that the 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 project authorized herein, COE shall provide the NPS written confirmation of such insurance coverage.

- 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.
  - 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.
32. Mining the removal of natural substances such as sand and gravel is prohibited.
  33. The permittee shall abide by and insure that all personnel at the site abide by the rules and regulations of the National Park Service now existing or subsequently promulgated and pertaining to the Cape Hatteras National Seashore.
  34. The Permittee agrees to do everything reasonably within its power, both independently and on request of the Superintendent, to prevent and suppress fires resulting from the Permittee's activities on and adjacent to the site.
  35. This permit is issued subject to the permittee obtaining all required permits from local, state, and federal agencies. Copies of permit must be available at the request of the Superintendent.
  36. The State of North Carolina 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 Permittee, or its employees to the extent allowable under North Carolina law.

**This permit may be revoked at any time at the discretion of the Superintendent without compensation to the permittee or liability to the United States.**