



THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION  
Montgomery County Department of Park and Planning

## PERMIT FOR CONSTRUCTION ON PARK PROPERTY

ISSUE DATE: 9/21/2009 EXPIRES ON: January 1, 2010  
PERMIT NO.: 2009.40 PERMIT FEE: NONE

PERMITTEE NAME AND ADDRESS: Montgomery Co. Dept. of Environmental Protection  
16105 Frederick Rd.  
Derwood, Md. 20855  
Contact: Steve Lezinski 240-777-6590 Fax 301-840-2385

AUTHORIZED WORK: Excavation of test pits for locating limits of landfill operations and installations of well points for monitoring underground water quality and landfill gas migration in the Rock Creek Regional Park adjacent to the Gude Landfill

The permittee must contact the following M-NCPPC staff 48 hours prior to start of construction:

Herb DeHoff	Construction Supervisor	301-495-2558	herb.dehoff@mncppc-mc.org
Bill Lambdin	Sr. Constr. Inspector	301-370-0103	bill.lambdin@mncppc-mc.org
Doug Ludwig	Park Manager	301-680-3808	Doug.ludwig@mncppc-mc.org

**Failure to contact the above staff and conduct a pre-construction meeting will result in revocation of this permit.**

**Failure of the permittee to read and adhere to the special conditions on the attached pages will result in revocation of this permit and will require further Technical Review before a new permit is issued.**

Mitra Pedoeem  
Chief, Construction Section  
Department of Parks

DEPARTMENT OF PARKS  
MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION  
MONTGOMERY COUNTY, MARYLAND

PERMIT FOR CONSTRUCTION AND WORK ON PARK PROPERTY

This Permit is subject to the following conditions:

1. The Permittee shall perform the construction and the work in accordance with the drawings, plans and specifications approved by the Park Development Division (PDD), Department of Park and Planning.
2. The Permittee shall repair, maintain, replace, and safeguard all of the Permittee's property and equipment on Park Property, subject to the prior approval of the Commission Inspector.
3. The Commission may revoke this Permit for violation of a condition of this Permit.
4. The Permittee shall have a copy of this Permit any time the Permittee is on Park Property and available for inspection upon request by Commission staff.
5. The Permittee shall not remove, clear and/or trim trees outside the area covered by this Permit without the prior approval of the Commission Inspector. The Permittee may remove, clear and/or trim trees within the area covered by this Permit, unless otherwise provided in the drawings, plans, specifications or this Permit.
6. The Permittee shall provide that any stream crossing has sediment protection during construction and Washington Suburban Sanitary Commission Class 2 rip rap on both stream banks pursuant to drawings, plans and specifications approved by the Commission. The Permittee shall obtain approval of all appropriate Federal, State and local government agencies prior to performing any stream crossing.
7. The Permittee shall provide that the final construction grades are the same as the original grades in the construction area unless otherwise approved pursuant to this Permit.
8. The Permittee shall provide all excavation, grading and sediment control measures required by all appropriate Federal, State and Local government agencies.
9. The Permittee shall fine grade, seed and mulch, using Commission approved seed mix, any disturbed area which originally contained grass. The Permittee shall restore any other area to its original or better condition, including reforestation where required by the Commission. The Permittee shall perform the work in a timely manner to the satisfaction of the commission Inspector.
10. The Permittee shall obtain all required permits from Federal, State and Local government agencies and shall comply with all applicable Commission laws, regulations and rules and all applicable Federal, State and Local laws, regulations and ordinances.
11. The Permittee shall clean and clear the construction area of any debris, materials, tools and equipment upon completion of the work.

12. The Permittee shall repair or replace any property or equipment of the Commission damaged, destroyed or removed by the Permittee, subject to the prior approval of the Commission Inspector.
13. The Permittee shall indemnify and save harmless the Commission, its officers, employees, agents and representatives, from and against all actions, liability, claims, suits, damages, costs or expenses of any kind which are made against or incurred by the Commission arising from the Permittee's negligence, negligent performance of or failure to perform any of the Permittee's obligations under the provisions of this Permit. The Permittee shall provide insurance to insure this indemnification as provided in paragraph 14.
14. The Permittee shall maintain casualty insurance, liability insurance and property insurance, or self-insurance with this coverage, which protects the Commission from claims for damages from bodily injury, including death, or property damage, which may arise from performance of work by the Permittee under this Permit. The Permittee shall furnish a certificate of insurance or appropriate documents showing self-insurance, which is satisfactory to the Commission. The certificate of insurance or self-insurance shall name the Commission as an additional insured and shall provide for 45 days advance written notice to the Commission in the event of termination, modification or cancellation of coverage.
15. The Permittee shall assume all risks in connection with the work on Park Property under this Permit.
16. The Commission reserves the right to make minor adjustments to the Limits of Disturbance in the field to minimize impacts to Park property.
17. The contractor shall be responsible for maintaining safe access to Commission facilities throughout the construction period and to provide signage which may be required at the direction of the Commission inspector. Staging areas and access routes shall be as approved in the permit but may be adjusted in the field by the Commission inspector to minimize impact to Park property.
18. Site restoration and repair or replacement of damaged infrastructure shall be in accordance with the Commission's Standard Details and Technical Specifications and shall be performed at the direction of the Commission inspector.
19. All plant materials, planting locations, and any plant substitutions shall be approved and inspected by the Commission horticulturist. The horticulturist may be contacted through the Commission inspector.
20. Special protection measures such as a 12 " thick mulch layer for access bedding, tree protection fencing, and additional sediment controls shall be provided as directed in the field by the Commission inspector. The Commission shall inspect the condition of trees throughout construction and reserves the right to require repair by a qualified arborist, or replacement of any damaged trees at no cost to the Commission.
21. The Permittee shall be solely responsible for utility clearance prior to the start of work. Miss Utility shall be contacted as prescribed by law. The Permittee shall also be responsible for location of Commission owned on-site utilities. All utility locations shall be at the Permittee's own expense.

22. A concerted effort shall be made by the contractor to protect trees adjacent to the Limits of Disturbance (LOD). If trees outside the LOD are damaged, the following procedures shall be followed to repair the damage:
- a. If the Commission Arborist determines that a tree or shrub is damaged and deemed repairable, the Contractor shall retain an Arborist to make those repairs at no cost to the Commission.
  - b. If the Commission Arborist determines that a tree or shrub is damaged and not repairable, the Contractor will be responsible for the following:
    - i. Removal and clean up of the tree or shrub at his expense.
    - ii. Payment to the Commission for the value of the tree or shrub as established through procedures of the Council of Tree and Landscape Appraisers or another method acceptable to the Commission Arborist.
23. An as-built of the permitted area shall be submitted in plan form and in electronic form if applicable. The electronic version must be in a format acceptable to Commission. All changes or variations from the approved plan must be shown in redline in both paper and electronic form.
24. As-builts of Storm Water Management facilities, approved by Montgomery County Department of Permitting Services, must be submitted in plan form and in electronic form. The as-built submittals must be the version approved by Montgomery County with copies of all pertinent documentation and or approvals. Electronic versions shall be in a format acceptable to Commission.
25. Warranties:
- a. Generally, in addition to any other warranties at law or set out elsewhere in this Permit, or Agreement if executed between the Commission and the Permittee, the Permittee warrants, for one year after final acceptance of the work, that the Work performed under this Permit conforms to the Permit requirements, or Agreement if executed, and is free from any defect of equipment, material or design furnished, or workmanship performed by the Permittee or any of its subcontractors or suppliers at any tier. The Permittee also warrants that all mechanical and electrical equipment, machines, devices, etc. shall be adequate for the use for which they are intended and shall operate with ordinary care and attention in a satisfactory and efficient manner. Under this warranty the Permittee shall remedy at its own expense any such failure to conform, or any such defect. In addition, the Permittee shall remedy at its own expense any damage to Commission owned or controlled real or personal property when that damage is the result of the Permittee's failure to conform to Permit requirements or any defect of equipment, material, workmanship or design. The Permittee shall also restore any work damaged in fulfilling the terms of this section. The Permittee's warranty with respect to Work repaired or replaced hereunder will run for one year from the date of the acceptance by the Commission of the repair or replacement.
  - b. Notice of Defect or Damage: The Commission will notify the Permittee in writing within a reasonable time after the discovery of any failure, defect or damage.
  - c. Third-Party Warranties: In addition to the other rights and remedies provided by this section, all subcontractors', manufacturers' and suppliers' warranties, express or implied, respecting any Work and materials, at the direction of the Commission shall be enforced

by the Permittee for the benefit of the Commission. In such case, if the Permittee's warranty under subsection a. above has expired, any suit by the Commission to enforce a subcontractor's, manufacturer's or supplier's warranty shall be at the expense of the Commission. The Permittee shall obtain and provide to the Commission copies of all warranties which the subcontractors, manufacturers or suppliers would give in normal commercial practice.

d. Written Warranties: The Permittee shall require all such warranties to be executed in writing to the Commission.

26. In the event this project is subject to a Forest Conservation Plan (FCP), the permittee shall contact the Plan Enforcement Inspector with the Development Review Division at 301-495-4571 to arrange a FCP inspection. This inspection is separate and in addition to inspections required of this permit.

27. Permittee must field locate all excavations and monitoring stations and obtain approval for access to locations and impact to existing trees prior to starting any operations.