

 ORIGINAL**LICENSE AGREEMENT****CITY OF ALEXANDRIA, VIRGINIA, AND
THE ALEXANDRIA SEAPORT FOUNDATION**

THIS AGREEMENT is made this 30th day of September 2017, by the City of Alexandria, a municipal corporation of Virginia ("Licensor"), and the Alexandria Seaport Foundation, a non-profit, tax-exempt organization ("Licensee").

WHEREAS, Licensee desires to operate a floating barge that will contain workshops, periodic exhibits and administrative office, permanently docked at the Alexandria Marina in the City of Alexandria, Virginia; and

WHEREAS, Licensor owns the Alexandria Marina, which is suitable for docking such a barge; and

WHEREAS, Licensor is willing to permit Licensee to use the Alexandria Marina for docking purposes and for visitor and service access in accordance with the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the premises, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Representations. By executing this agreement, the Licensee warrants that it is the legal owner and operator of the barge described in section 13 below (the "Barge") and is authorized to enter into this Agreement.
2. Applicability of City, State and Federal Law. This agreement is subject to title 6, chapter 3 of the Alexandria city code and all applicable provisions of federal, state and local law. Licensee agrees to comply with the criminal, fire, health and safety laws of the City of Alexandria and the Commonwealth of Virginia pertaining to the operation of the

Barge. Licensee shall permit officers and employees of the City of Alexandria charged with the enforcement of such laws to board and inspect the Barge for the purpose of enforcing such laws. Licensee hereby agrees to permit periodic inspection of the Barge by code enforcement inspectors of the City of Alexandria, and to remedy to the extent practicable all deficiencies and unsafe conditions found by such inspectors.

3. Rules and Regulations. Licensee shall comply with all applicable rules and regulations of the City of Alexandria, including the Rules and Regulations of the Alexandria Marina which are set forth in Attachment A to this Agreement and which are incorporated by reference into this Agreement as if fully set forth herein. The Licensee shall also comply with any rules and regulations of the City or of the Alexandria Marina which are adopted subsequent to the execution of this Agreement, unless such rules are manifestly unreasonable in their application to Licensee.
4. Insurance. Licensee shall certify to the satisfaction of the Licensor that the Licensee and the Barge are covered by:
 - a. liability insurance in an amount not less than \$1,000,000 per person per occurrence and \$3,000,000 in the aggregate per occurrence which insures the Licensee against claims of personal injury and property damage arising from the negligent use or operation of the Barge by the Licensee or Licensee's agents and employees;
 - b. insurance in the amount of not less than \$1,000,000 per occurrence which insures Licensee, regardless of fault or negligence by Licensee or any agent or employee of Licensee, against claims of damage to property of the City of Alexandria caused by (i) the use or operation of the Barge by Licensee or any agent or

employee of Licensee, and (ii) any casualty or event involving the Barge, or any agent, employee, invitee or guest of Licensee; and

- c. wreck removal insurance to cover the cost of removing the Barge if it should sink or become awash, and the Licensor shall be named beneficiary of such policy.

Licensee agrees to maintain such insurance coverage throughout the term of this agreement, and to furnish evidence to the Licensor of such coverage prior to the effective date, and throughout the term, of this agreement. In addition, Licensor shall be named on the liability insurance policy required by subsection (a) as an additional insured.

5. Indemnification. Subject to the dollar limitations set out in subsection 4(a), and apart from and in addition to any insurance coverage, Licensee agrees to indemnify and hold harmless the Licensor and all of its officers, employees and agents from and against all suits, actions, causes of action, damages, claims, liability and expenses (including court costs and attorneys' fees), and against any losses, resulting from or arising out of any bodily injury or property damage caused, in whole or in part, by any act or omission of the Licensee or any of its employees, agents, invitees, licensees or guests in the course of operating, maintaining or using the Barge while located within or approaching or departing the Alexandria Marina, except to the extent such injury or damage is caused by the negligence of the Licensor or its officers or employees.
6. Waiver of Licensor's Liability. By executing this Agreement, Licensee expressly acknowledges and agrees that the Licensor and its officers and employees shall not be liable to Licensee or to any of its employees, agents, invitees, licensees or guests for any bodily injury or property damage sustained by any of them while on Licensee's Barge or while at or on the Alexandria Marina, or for any property damage to Licensee's Barge

sustained while the Barge is located within or is approaching or departing the Marina, except to the extent such injury or damage is caused by the negligence of the Licensor or its officers or employees.

7. Grant and Term of License.

- a. In exchange for the consideration described herein, Licensor grants permission to Licensee to dock the Barge at a berth ("Berth") located at 3 E Thompsons Alley in the Alexandria Marina and shown on the attached plat (Attachment B).
 - b. The term of this license shall be three (3) years, from September 1, 2017, through August 31, 2020.
 - c. Licensee hereby certifies that it has obtained permission from the U.S. Army Corps of Engineers and the National Park Service to permanently dock the Barge at the Berth, which is located in waters owned by the government of the United States. Attached hereto as Attachment C is a copy of the project authorization issued for Project No. 97-1677 by the U.S. Army Corps of Engineers (Norfolk Division, Northern Virginia Regulatory Section) and dated November 13, 1997. Attached hereto as Attachment D is a copy a letter from the National Park Service, dated December 10, 1997, granting to Licensee permission to dock the Barge at the Berth. In the event that either of these authorizations is revoked or terminated during the term of this Agreement, Licensee (i) shall immediately notify Licensor in writing, (ii) shall immediately remove the Barge from the Berth and (ii) shall be considered in default, entitling Licensor to terminate the Agreement in accordance with the provisions of section 10, below.
8. License Fee. Licensee shall pay to Licensor a license fee in the amount of \$10 for

berthing the Vessel at the Alexandria Marina in exchange for use of the Berth for the term of this Agreement.

9. Limitations upon use of Berth.

- a. Use of the Berth shall be dependent upon the scheduling of waterfront activities, dredging, pier construction and other waterfront construction and harbor improvements by the Licensor.
- b. Licensee and the Director or Designee of Licensor's Department of Recreation, Parks and Cultural Activities shall confer on the scheduling of visiting vessels and waterfront activities on January 15, April 15, July 15 and October 15, or on other dates within five (5) days of such dates as shall be mutually agreeable. During the period subsequent to such conference, Licensor shall give Licensee written notice of all changes, additions and deletions to its schedule as soon as they are determined. Licensee shall give Licensor written notice of all classes, meetings or other special events that will or are likely to attract a substantial crowd. For the purposes of this section, a substantial crowd shall be defined as more than 100 people in any three-hour period. Additional conferences concerning scheduling may be held at mutually agreeable times.
- c. No alcoholic beverages shall be served aboard the Barge at functions open to the general public without first obtaining the necessary permits/licenses from applicable governing authorities.

10. Assignment. This license may not be assigned by the Licensee without the consent of Licensor, which consent may or may not be granted at the Licensor's discretion.

11. Termination. In the event that Licensee violates any of the terms of this Agreement,

Licensee shall be considered in default. If such default continues for thirty (30) days after Licensee has received written notice of the default, then this Agreement may be terminated, effective immediately, by Licensor. Notwithstanding the above, Licensor shall have the right to terminate this Agreement, effective immediately, in the event that Licensee shall be adjudicated as bankrupt, or if a receiver is appointed in a legal proceeding of any kind to take possession of the assets of Licensee, or if any creditor of Licensee shall seize, take possession of or foreclose upon the Barge. Licensor shall also have the right to terminate this Agreement, effective immediately, if Licensee fails to maintain all of the types of insurance required by section 4 of this Agreement.

12. Removal. If this license is terminated, Licensee shall immediately remove the Barge from and cease utilizing the Berth and any alternate docking facility owned by Licensor. If it becomes necessary for Licensor to remove or cause the removal of the Barge through any legal proceeding, or otherwise, then the Licensor shall be entitled to recover all costs incurred in conjunction with the removal and with such proceeding, including attorney's fees, from the Licensee and any successor in interest in ownership or possession of the Barge, and such liability shall be joint and several.
13. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.
14. Description. The Barge is floating platform 42 feet in length and 30 feet in width. It is 20 feet tall at its highest point, and 15 feet tall measured to the midpoint of the eave.
15. Use of Barge. The Barge shall be used solely and exclusively as a museum illustrating the City of Alexandria's maritime history, as the site for classes and workshops on wooden boat-building and related maritime activities, and as the site for classes and

administrative office. Licensee may operate an Alexandria Seaport Foundation informational center and gift shop on the Barge in conjunction with the museum.

16. Fuel. The Barge shall not take on gasoline or other fuel when it is docked at the Berth.

17. Provisions, Operation and Appearance.

- a. Licensee agrees to provision the Barge at such time and in such manner as to minimize the adverse impact upon businesses, their invitees and guests, and members of the general public on or adjacent to the Alexandria Marina. Licensee shall require all vendors and service personnel who supply goods or render services to the Barge, or who engage in any activity related to the use or maintenance of the Barge, to use the loading zone in Thompson's Alley and to make every effort to avoid use of the walkways and deck adjacent to the Torpedo Factory and Food Court buildings for such activities.
- b. At all times, Licensee shall maintain the Barge in such a manner as to keep it neat and orderly in appearance, with its operating systems functioning in good working order.
- c. Licensee shall not engage in any activity which results in visual clutter, excessive noise, foul odors, the accumulation of litter or debris on the shore areas adjacent to the Berth, the Founders Park piers or in the waters adjacent to the Berth, or such other conditions which the Licensor may, in its sole discretion, deem inconsistent with the use and enjoyment of the Alexandria Marina. No music, amplified sound, machine noise or any other noise from the Barge shall be audible at North Union Street at any time.
- d. Licensee shall restrict the hours when facilities on the Barge are open to the

public to 9 a.m. to 9 p.m. during the period of July 1 through October 31, and 9 a.m. through 9 p.m. during the periods of January 1 through June 30, and November 1 through December 31; provided, that no more than once per week, the Barge may remain open until 10 p.m. to accommodate classes or meetings. Licensee will instruct its employees, invitees and guests to refrain from using lavatory facilities located in the Torpedo Factory and office buildings in the vicinity of the Barge.

- e. Licensee shall not place any signs, advertisements or notices of any nature, on any part of the exterior portion or any bulkhead, window or door of the Barge, or on any part of the dock of the Alexandria Marina, without Licensor's consent and without such sign, advertisement or notice complying with all applicable law, including the City of Alexandria Zoning Ordinance, which shall be deemed applicable to the Barge for the purposes of this section.
- f. No more than 50 persons may occupy the Barge at any one time.
- g. Licensee shall undergo a crime prevention survey by the Alexandria Police Department within 15 days of the date that this Agreement is finally executed, or by such other date as may be mutually agreed upon by the parties to this Agreement, and shall implement all crime prevention procedures and devices recommended in the survey report.
- h. Licensee may make available, for use by the general public, traditionally designed rowing and small sailing boats. Such boats may be made available on a rental basis or for use in programs offered to the general public by Licensee. In making such boats available for use, Licensee shall adhere to the Safety Procedures for

Small Boats Operating from the barge, a copy of which is attached hereto as Attachment E.

- i. If the Barge is closed to the public for more than 30 consecutive days, Licensee shall notify Licensor in writing of the reason for the closure and the anticipated date when the Barge will reopen. Licensor may require removal of the Barge to another berth within the Alexandria Marina if the Barge is closed to the public for more than 30 consecutive days during the period of July 1 through September 30.
- j. Licensee may display brochures and informational material about programs and facilities available on the Barge, and about the Alexandria Seaport Foundation, in the brochure rack located on the Torpedo Factory North Pier.

18. Utility and Service Cost.

- a. Licensee shall pay the actual cost of all utilities consumed or utilized by the Barge, with the exception of water. If Licensee is not billed directly by the utility, Licensor shall provide Licensee with invoices for quarterly utility usage, and Licensee shall pay such invoices or reimburse Licensor for such invoices, as the case may be, within 30 days of receipt.
- b. Licensee shall arrange and bear the expense of having an electric meter installed adjacent to the Berth by Virginia Power. Upon the expiration or termination of this agreement, the electric meter shall become the property of Licensor. However, if Licensor requests removal of the electric meter upon the termination or expiration of this agreement, Licensee, at its sole expense, shall remove it within 10 days of such request, or within such later time as may be prescribed by Licensor. If Licensee fails to remove the electric meter within the prescribed

time, Licensor may remove or cause the removal of the electric meter, and Licensee shall pay to Licensor all costs incurred in effecting such removal within 30 days of Licensor's provision of written notice of the costs.

- c. Licensor shall provide water to the Barge. Licensor and Licensee shall monitor water usage on a quarterly basis, for the purpose of agreeing upon the amount of water used each quarter by the Barge. In the event that agreement cannot be reached, Licensor and Licensee shall each provide a reasonable estimate of the amount of water used in a given quarter, add the two estimates and divide the sum by two. Using the rates currently charged by the Virginia American Water Company, Licensee shall calculate the amount owed for water usage each quarter and pay that amount to the Licensor's Recreation Utility Fund within 30 days of the date that this Agreement terminates.

19. Refuse. Licensee shall arrange and pay for the prompt and continuous collection and removal from the Founders Park Piers and waterfront areas adjacent to the Barge of all litter, debris and refuse generated by the Barge and its employees, agents, invitees, licensees or guests. If Licensee fails to fulfill its obligations under this section, as determined by Licensor in its sole discretion, Licensor may arrange and pay for such collection and removal of litter, debris and refuse. Licensee shall, upon demand by Licensor, reimburse Licensor for expenses incurred for such collection of refuse within 30 days of Licensee's receipt of a billing statement issued by Licensor and itemizing such expenses.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SIGNATURE PAGE FOLLOWS

**CITY OF ALEXANDRIA,
a municipal corporation of Virginia**

ALEXANDRIA SEAPORT FOUNDATION

By: _____



**Mark B. Jinks
City Manager**

Debra R. Collins, Deputy City Manager, FOR

By: _____



**Stephen Mutty
Executive Director**

APPROVED AS TO FORM:



Assistant City Attorney



City of Alexandria
Department of Recreation, Parks and Cultural Activities
Marina Slip License Agreement Holder Rules and Regulations



Please read the entire license agreement; it is a legal document.

In addition to the City of Alexandria ordinances and Marina Rules and Regulations, a number of important policies have been developed regarding Alexandria Marina Boat Slip License Agreement Holders. These policies are summarized below. The City shall have the authority to interpret and enforce these rules and regulations in its best interest.

City of Alexandria Residency Policy

- (a) City of Alexandria residents will be given first priority to hold and/or obtain a boat slip lease agreement at the Alexandria Marina. Failure to maintain City residency may result in the City electing not to renew or offer a Boat Slip License Agreement.
- (b) City of Alexandria Real Estate Assessment or Voters Registration card is required to prove residency. If submitting a Voters Registration Card the applicant must also submit an original, current month electrical or gas bill for the resident address in the name of the Boat Slip License Agreement Applicant. The above-required residency materials provided are subject to verification.
- (c) Marina Slip License Agreement Holders who are unable to prove residency during the license renewal term will be given one license year (at non-resident rates) to continue docking at the marina after which time the License Agreement will not be renewed by the City and the Owner must remove their boat from the Alexandria Marina.

Utilities

- (a) The utility fee for one (1) electrical connection and one (1) water hose bib connection is included in the yearly Agreement fee.
- (b) Upon written approval of the Dockmaster use of a second electrical connection by the Agreement holder will incur an additional \$3 per day fee.
- (c) Agreement holders are not to connect to additional shore power without the written consent of the Dockmaster. The marina will, without notice, remove any unauthorized power cords and the City will not be responsible for any consequence of such removal.
- (d) UL approved cords required. Owner will connect to marina power outlet only with serviceable, UL-approved power cords designed specifically for marine use and rated for the electrical service to which connected.
- (e) Alterations of electric supply system prohibited. No addition, alteration or modification shall be made to the electrical supply system provided by the Alexandria Marina. The City shall not be responsible for electrical interruptions or power surges, or the termination of electric because of storm management procedures, or the results or damage there from.
- (f) Continuity of electrical power, where provided, is not guaranteed by City.
- (g) Cable television is not available at this time; however, Owner may use Owner's own satellite dish, as long as it is mounted on Owner's vessel.

Water Level

The City makes no representations or guarantees concerning water level and/or tidal fluctuations.

Attachment A

Alterations

Lessee shall make no structural, cosmetic or operational changes to the premises (including but not limited to pilings and piers) without first receiving written approval of the Dockmaster.

Multiple Licenses.

Rental by household of more than one Marina slip at the same time is prohibited. A household is defined as a person or group of people occupying a single dwelling.

24-Hour Absence.

If the vessel is to be out of its slip in excess of 24 hours, the Owner shall notify the Marina Dockmaster. In this event, City reserves the right to rent the Owner's slip during all or part of the period that the slip will be vacant.

Boat Length Policy

- (a) The City of Alexandria Ordinance prohibits boat slip agreements for pleasure boats exceeding 40 feet in boat length. Boat length is defined as the length of the boat and does not include stern pulpit, bowsprit, dinghies, davits, swim platform, or outboard motor.
- (b) Per foot annual boat slip agreement fees are determined by the Overall Boat Length including bowsprit, stern pulpit, dinghies, davits, outboard motors and swim platform as measured annually by the Dockmaster.
- (c) The annual license fee will be based on a minimum length of 24 feet or the actual length if greater than 24 feet.
- (d) Vessels with boat slip licenses shall not exceed 40 feet in Boat Length. Boat length is defined as the length of the boat and does not include stern pulpit, bowsprit, dinghies, davits, swim platform, or outboard motor.
- (e) Vessel Overall Boat Length shall not exceed 45 feet. Overall Boat Length includes bowsprit, stern pulpit, dinghies, davits, outboard motors and swim platform and is measured annually by the Dockmaster.

Marina Rules and Regulations

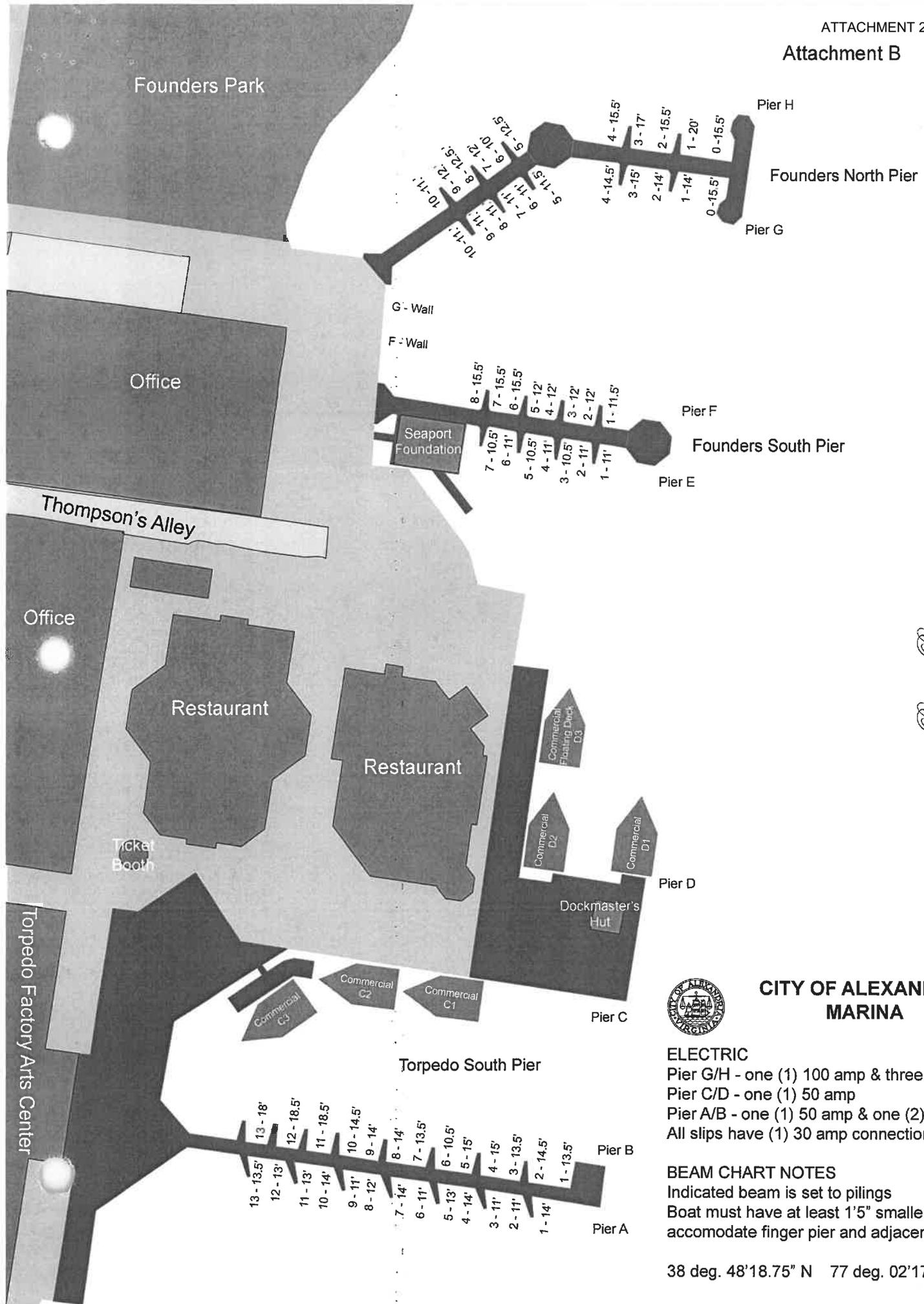
The Agreement Holder shall follow and be responsible for instructing all guests to follow the Rules and Regulations of the City Marina as well as City of Alexandria Ordinances.

Boat Lines and Bilge Pump

Boat lease agreement holders are required to maintain lines and bilge pumps (if boat has a bilge) in good working condition at all times. All lease agreement boats with a bilge docked at the City Marina must have a fully functioning automatic bilge pump. In addition, lease agreement boats must have at least five (5) dock lines; two bowlines, two stern lines and one spring line. The lines should be at least 2/3 of the length of the boat and the spring line should be the full length of the boat. All license agreement holder boats should have spare lines available on their boat that are accessible and known to the Dockmaster.

Patrol of Potomac River

The Potomac River waterway used to access the City of Alexandria waterfront and marina is owned and patrolled by the District of Columbia. Despite the patrolling efforts of D.C. Harbor wakes do occur. Wakes range from small and minor to large and rolling. Please secure all of your onboard equipment, cabinets, and doors to help prevent items from being damaged. The City of Alexandria shall not be responsible for wakes or the results or damage from wakes.



**CITY OF ALEXANDRIA
MARINA**

ELECTRIC

Pier G/H - one (1) 100 amp & three (3) 50 amp
 Pier C/D - one (1) 50 amp
 Pier A/B - one (1) 50 amp & one (2) 30 amp
 All slips have (1) 30 amp connection

BEAM CHART NOTES

Indicated beam is set to pilings
 Boat must have at least 1'5" smaller beam to accommodate finger pier and adjacent boat.

38 deg. 48'18.75" N 77 deg. 02'17.10" W



U.S. Army Corps of Engineers
Norfolk District, Northern Virginia Regulatory Section
Northern Virginia Field Office
18139 Triangle Plaza, Suite 213
Dumfries, Virginia 22026

Attachment C November 13, 1996

Project Number: 97-1677

Waterway: Potomac River

1. Property Owner:

Alexandria Seaport Foundation
1000 South Lee Street, Jones Point Park
Alexandria, Virginia 22314
Attn: Mr. Joe Youcha

2. Authorized Agent:

3. Project Location:

The project is located along the Potomac waterfront, between Founder's Park and the Torpedo Factory, in Alexandria, Virginia.

4. Project Description:

The project consists of the installation of two pilings adjacent to an existing pier to provide mooring for a floating barge. The structure will be utilized as the Seaport Center.

5. Findings

This is in reference to your request to perform work in the waters of the United States as described above. This activity has been reviewed and found to satisfy the criteria contained in the Corps Nationwide Permit (28), attached. (The Corps Nationwide Permits were published in the Federal Register (61 FR 65874) on December 13, 1996 and the regulations governing their use can be found in 33 CFR 330 published in Volume 56, Number 226 of the Federal Register dated November 22, 1991.)

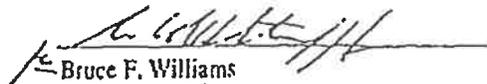
Provided the enclosed conditions are met, an individual Department of the Army Permit will not be required. The Virginia Department of Environmental Quality has waived 401 certification for Nationwide Permit (28) and you may contact the Virginia Marine Resources Commission at (757) 247-2200 for information concerning State and local permit requirements.

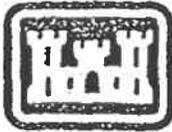
Enclosed is a "compliance certification" form, which must be signed and returned within 30 days of completion of the project. Your signature on this form certifies that you have completed the work in accordance with the nationwide permit terms and conditions.

This verification is valid for two years from the date of this letter, unless the Norfolk District Engineer uses discretionary authority to modify, suspend or revoke this verification. The Chief of Engineers will periodically review the nationwide permits and their conditions and will decide to either modify, reissue or revoke the permits. The existing nationwides are scheduled to expire on February 11, 2002, with the exception of nationwide permit 26, which expires on December 13, 1998. If the nationwide permit verified in this letter is reissued without modification or if your activity complies with any subsequent nationwide permit, the expiration date of this verification will not change. However, if the nationwide permit verified in the letter is modified or revoked so that the activity listed above would no longer be authorized and you have commenced or are under contract to commence the work, you will have twelve months from the date of that permit change to complete the activity. Activities completed under the authorization of a nationwide permit which was in effect at the time the activity was completed continue to be authorized by that nationwide permit.

It is your responsibility to remain informed of changes to the nationwide permits. We will issue a special public notice announcing any changes to the nationwide permits when they occur.

6. Corps Contact: Mr. Ron Stouffer / (703) 221-6967


Bruce F. Williams
Chief, Northern Virginia Regulatory Section

Attachment C

U.S. Army Corps
Of Engineers
Norfolk District

CERTIFICATE OF COMPLIANCE
WITH
U.S. ARMY CORPS OF ENGINEERS' PERMIT

Permit Number: 97-1677

Name of Permittee: Alexandria Seaport Foundation

Date of Issuance: November 13, 1997

Permit Type: Nationwide permit 28

Within 30 days of completion of the activity authorized by this permit, sign this certification and return it to the following address:

U.S. Army Corps of Engineers - Norfolk District
Northern Virginia Field Office
18139 Triangle Plaza, Suite 213
Dumfries, Virginia 22026
Attn: Mr. Ronald H. Stouffer, Jr.

Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with this permit you are subject to permit suspension, modification or revocation.

I hereby certify that the work authorized by the above referenced permit has been completed in accordance with the terms and conditions of the said permit.

Signature of Permittee

Date

(AT NATIONWIDE PERMIT SECTION 4 OF ATTACHMENT C CONDITIONS

In addition to the General Conditions, the following conditions apply to activities that involve the discharge of dredged or fill material and must be followed in order for authorization by the nationwide permits to be valid:

1. **Water Supply Intakes.** No discharge of dredged or fill material may occur in the proximity of a public water supply intake except where the discharge is for repair of the public water supply intake structures or adjacent bank stabilization.
2. **Shellfish Production.** No discharge of dredged or fill material may occur in areas of concentrated shellfish production, unless the discharge is directly related to a shellfish harvesting activity authorized by nationwide permit 4.
3. **Suitable Material.** No discharge of dredged or fill material may consist of unsuitable material (e.g., trash, debris, car bodies, etc.) and material discharged must be free from toxic pollutants in toxic amounts (see section 307 of the Clean Water Act).
4. **Mitigation.** Discharges of dredged or fill material into waters of the United States must be minimized or avoided to the maximum extent practicable at the project site (i.e., on-site), unless the DE has approved a compensation mitigation plan for the specific regulated activity.
5. **Spawning Areas.** Discharges in spawning areas during spawning seasons must be avoided to the maximum extent practicable.
6. **Obstruction of High Flows.** To the maximum extent practicable, discharges must not permanently restrict or impede the passage of normal or expected high flows or cause the relocation of the water (unless the primary purpose of the fill is to impound waters).
7. **Adverse Impacts From Impoundments.** If the discharge creates an impoundment of water, adverse impacts on the aquatic system caused by the accelerated passage of water and/or the restriction of its flow shall be minimized to the maximum extent practicable.
8. **Waterfowl Breeding Areas.** Discharges into breeding areas for migratory waterfowl must be avoided to the maximum extent practicable.
9. **Removal of Temporary Fills.** Any temporary fills must be removed in their entirety and the affected areas returned to their preexisting elevation.

NWPs numbered 1, 2, 8, 9, 10, 11, 19, 24, 28, and 35 do not require 401 water quality certification since they would authorize activities which, in the opinion of the Corps, could not reasonably be expected to result in a discharge and in the case of NWP 8 is seaward of the territorial seas. NWPs numbered 3, 4, 5, 6, 7, 13, 14, 18, 20, 21, 22, 23, 27, 32, 36, 37, and 38 involve various activities, some of which may result in a discharge and require 401 water quality certification, and others of which do not. State denial of 401 water quality certification for any specific NWP in this category affects only those activities which may result in a discharge. For those activities not involving discharges, the NWP remains in effect. NWPs numbered 12, 15, 16, 17, 25, 26, and 40 involve activities which would result in discharges and therefore 401 water quality certification is required.

Discretionary Authority

Part 325, Appendix C. The prospective permittee must notify the District Engineer if the activity may affect any historic properties listed, determined to be eligible, or otherwise may be on the National Register of Historic Places, and shall not begin the activity until notified by the District Engineer that the requirements of the National Historic Preservation Act have been satisfied and that the activity is authorized. Information on the location and existence of historic resources can be obtained from the State Historic Preservation Office and the National Register of Historic Places (see 33 CFR 330.4(g)).

13. Notification. (a) Timing: Where required by the terms of the NWP, the prospective permittee must notify the District Engineer with a Pre-Construction Notification (PCN) as early as possible and shall not begin the activity. (1) Until notified by the District Engineer that the activity may proceed under the NWP with any special conditions imposed by the District or Division Engineer, or (2) If notified by the District or Division Engineer that an individual permit is required; or (3) Unless 30 days (or 45 days for NWP 26 only) have passed from the District or Division Engineer's receipt of the notification and the prospective permittee has not received notice from the District or Division Engineer. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) Contents of Notification: The notification must be in writing and include the following information:
 (1) Name, address and telephone numbers of the prospective permittee;
 (2) Location of the proposed project;

(3) Brief description of the proposed project the project's purpose, direct and indirect adverse environmental effects the project would cause, any other NWP(s), regional general permit(s) or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity; and

(4) For NWPs 14, 18, 21, 26, 29, 34, and 38, the PCN must also include a delineation of affected special aquatic sites, including wetlands (see paragraph 13(f)).

(5) For NWP 21 - Surface Coal Mining Activities, the PCN must include an OSM or state approved mitigation plan.

(6) For NWP 29 - Single-Family Housing, the PCN must also include: i) Any past use of this NWP by the individual permittee and/or the permittee's spouse; ii) A statement that the single-family housing activity is for a personal residence of the permittee; iii) A description of the entire parcel, including its size, and a delineation of wetlands. For the purpose of this NWP, parcels of land measuring 0.5 acre or less will not require a formal on-site delineation. However, the applicant shall provide an indication of where the wetlands are and the amount of wetlands that exists on the property. For parcels greater than 0.5 acre in size, a formal wetland delineation must be prepared in accordance with the current method required by the Corps. (See paragraph 13(f)); iv) A written description of all land (including, if available, legal descriptions) owned by the prospective permittee and/or the prospective permittee's spouse, within a one mile radius of the parcel, in any form of ownership (including any land owned as a partner, corporation, joint tenant, co-tenant, or as a tenant-by-the-whole) and any land on which a purchase and sale agreement or other contract for sale or purchase has been executed;

(7) For NWP 31 - Maintenance of Existing Flood Control Projects, the prospective permittee must either notify the District Engineer with a Pre-Construction Notification (PCN) prior to each maintenance activity or submit a five year (or less) maintenance plan. In addition, the PCN must include all of the following:
 i) Sufficient baseline information so as to identify the approved channel depths and configurations and existing facilities. Minor deviations are authorized, provided that the approved flood control protection or drainage is not increased; ii) A delineation of any affected special aquatic sites, including wetlands; and,
 iii) Location of the dredged material disposal site.

(8) For NWP 33 - Temporary Construction, Access, and Dewatering, the PCN must also include a restoration plan of reasonable measures to avoid and minimize adverse effects to aquatic resources.

(c) Form of Notification: The standard individual permit application form (Form ENG 4345) may be used as the notification but must clearly indicate that it is a PCN and must include all of the information required in (b) (1)-(7) of General Condition 13. A letter may also be used.

(d) District Engineer's Decision: In reviewing the pre-construction notification for the proposed activity, the District Engineer will determine whether the activity authorized by the NWP will result in more than minimal

activities within an authorized marina area. No dredging, additional slips or dock spaces, or expansion of any kind within the waters of the United States is authorized by this NWP. (Section 10)

GENERAL CONDITIONS:

The following general conditions must be followed in order for any authorization by a NWP to be valid:
 1. Navigation: No activity may cause more than a minimal adverse effect on navigation.

2. Proper maintenance. Any structure or fill authorized shall be properly maintained, including maintenance to ensure public safety.

3. Erosion and siltation controls. Appropriate erosion and siltation controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date.

4. Aquatic life movements. No activity may substantially disrupt the movement of those species of aquatic life indigenous to the waterbody, including those species which normally migrate through the area, unless the activity's primary purpose is to impound water.

5. Equipment. Heavy equipment working in wetlands must be placed on mats, or other measures must be taken to minimize soil disturbance.

6. Regional and case-by-case conditions. The activity must comply with any regional conditions which may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state or tribe in its section 401 water quality certification.

7. Wild and Scenic Rivers. No activity may occur in a component of the National Wild and Scenic River System; or in a river officially designated by Congress as a "study river" for possible inclusion in the system, while the river is in an official study status; unless the appropriate Federal agency, with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation, or study status. Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency in the area (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service.)

8. Tribal rights. No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

9. Water quality certification. In certain states, an individual Section 401 water quality certification must be obtained or waived (see 33 CFR 330.4(c)).

10. Coastal zone management. In certain states, an individual state coastal zone management consistency concurrence must be obtained or waived (see Section 330.4(d)).

11. Endangered Species. (a) No activity is authorized under any NWP which is likely to jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act, or which is likely to destroy or adversely modify the crucial habitat of such species. Non-federal permittees shall notify the District Engineer if any listed species or crucial habitat might be affected or is in the vicinity of the project, and shall not begin work on the activity until notified by the District Engineer that the requirements of the Endangered Species Act have been satisfied and that the activity is authorized. (b) Authorization of an activity by a nationwide permit does not authorize the take of a threatened or endangered species as defined under the Federal Endangered Species Act. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with incidental take provisions, etc.) from the U.S. Fish and Wildlife Service or the National Marine Fisheries Service, both lethal and non-lethal takes of protected species are in violation of the Endangered Species Act. Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the U.S. Fish and Wildlife Service and National Marine Fisheries Service or their world wide web pages at <http://www.fws.gov/~f9endpp/endspp.html> and http://angfish.spp.mms.gov/tmcnnyr/prol_res.html#ES and Recovery, respectively.

12. Historic properties. No activity which may affect historic properties listed, or eligible for listing, in the

notification to expedite the process and the District Engineer will consider any optional mitigation the applicant has proposed in the proposal in determining whether the net adverse environmental effects of the proposed work are minimal. If the District Engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse effects are minimal, the District Engineer will notify the permittee and include any conditions the DE deems necessary.

Any mitigation proposal must be approved by the District Engineer prior to commencing work. If the prospective permittee elects to submit a mitigation plan, the District Engineer will expeditiously review the proposed mitigation plan, but will not commence a second 30-day (or 45-day for NWP 26) notification procedure. If the net adverse effects of the project (with the mitigation proposal) are determined by the District Engineer to be minimal, the District Engineer will provide a timely written response to the applicant stating that the project can proceed under the terms and conditions of the nationwide permit.

If the District Engineer determines that the adverse effects of the proposed work are more than minimal, then he will notify the applicant either: (1) that the project does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an individual permit; (2) that the project is authorized under the NWP subject to the applicant's submitting a mitigation proposal that would reduce the adverse effects to the minimal level; or (3) that the project is authorized under the NWP with specific modifications or conditions.

Agency Coordination: The District Engineer will consider any comments from Federal and State agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the project's adverse environmental effects to a minimal level.

For NWPs 14, 21, 26 (between 1 and 3 acres of impact), 29, 33, 37, and 38. The District Engineer will, upon receipt of a notification, provide immediately, e.g., facsimile transmission, overnight mail or other expeditious manner, a copy to the appropriate offices of the Fish and Wildlife Service, State natural resource or water quality agency, EPA, State Historic Preservation Officer (SHPO), and, if appropriate, the National Marine Fisheries Service. With the exception of NWP 37, these agencies will then have 5 calendar days from the date the material is transmitted to telephone or fax the District Engineer notice that they intend to provide substantive, site-specific comments. If so contacted by an agency, the District Engineer will wait an additional 10 calendar days (16 calendar days for NWP 26 PCNs) before making a decision on the notification. The District Engineer will fully consider agency comments received within the specified time frame, but will provide no response to the resource agency. The District Engineer will indicate in the administrative record associated with each notification that the resource agencies' concerns were considered. Applicants are encouraged to provide the Corps multiple copies of notifications to expedite agency notification.

ii) **Optional Agency Coordination.** For NWPs 5, 7, 12, 13, 17, 18, 27, 31, and 34, where a Regional Administrator of EPA, a Regional Director of USFWS, or a Regional Director of NMFS has formally requested general notification from the District Engineer for the activities covered by any of these NWPs, the Corps will provide the requesting agency with notification on the particular NWPs. However, where the agencies have a record of not generally submitting substantive comments on activities covered by any of these NWPs, the Corps may discontinue providing notification to those regional agency offices. The District Engineer will coordinate with the resources agencies to identify which activities involving a PCN that the agencies provide substantive comments to the Corps. The District Engineer may also request comments from the agencies on a case by case basis when the District Engineer determines that such comments would assist the Corps in reaching a decision whether effects are more than minimal either individually or cumulatively.

iii) **Optional Agency Coordination, 401 Denial.** For NWP 26 only, where the state has denied its 401 water quality certification for activities with less than 1 acre of wetland impact, the EPA regional administrator may request agency coordination of PCNs between 1/3 and 1 acre. The request may only include acreage limitations within the 1/3 to 1 acre range for which the state has denied water quality certification. In cases where the EPA has requested coordination of projects as described here, the Corps will forward the PCN to EPA only. The PCN will then be forwarded to the Fish and Wildlife Service and the National Marine Fisheries Service by EPA under agreements among those agencies. Any agency receiving the PCN will be bound by the EPA timeframe for providing comments to the Corps.

(f) **Wetlands Delineations:** Wetland delineations must be prepared in accordance with the current method

the delineation. Furthermore, the 30-day period (45 days for NWP 26) will not start until the wetland

Attachment

mitigation has been completed and submitted to the Corps, where appropriate. Factors that the District Engineer will consider when determining appropriate and practicable mitigation include, but are not limited to:

- i) To be practicable, the mitigation must be available and capable of being done considering costs, existing technology, and logistics in light of the overall project purposes;
- ii) To the extent appropriate, permittees should consider mitigation banking and other forms of mitigation including contributions to wetland trust funds, in lieu fees to organizations such as The Nature Conservancy, state or county natural resource management agencies, where such fees contribute to the restoration, creation, replacement, enhancement, or preservation of wetlands. Furthermore, examples of mitigation that may be appropriate and practicable include but are not limited to: reducing the size of the project; establishing wetland or upland buffer zones to protect aquatic resource values; and replacing the loss of aquatic resource values by creating, restoring, and enhancing similar functions and values. In addition, mitigation must address wetland impacts, such as functions and values, and cannot be simply used to offset the acreage of wetland losses that would occur in order to meet the acreage limits of some of the NWPs (e.g., for NWP 26, 5 acres of wetlands cannot be created to change a 6-acre loss of wetlands to a 1 acre loss; however, 2 created acres can be used to reduce the impacts of a 3-acre loss).

14. **Compliance certification.** Every permittee who has received a Nationwide permit verification from the Corps will submit a signed certification regarding the completed work and any required mitigation. The certification will be forwarded by the Corps with the authorization letter and will include:

- a) A statement that the authorized work was done in accordance with the Corps authorization, including any general or specific conditions;
 - b) A statement that any required mitigation was completed in accordance with the permit conditions;
 - c) The signature of the permittee certifying the completion of the work and mitigation.
15. Multiple use of Nationwide permits. In any case where any NWP number 12 through 40 is combined with any other NWP number 12 through 40, as part of a single and complete project, the permittee must notify the District Engineer in accordance with paragraphs a, b, and c on the Notification General Condition number 13. Any NWP number 1 through 11 may be combined with any other NWP without notification to the Corps, unless notification is otherwise required by the terms of the NWPs. As provided at 33 CFR 330.6(c) two or more different NWPs can be combined to authorize a single and complete project. However, the same NWP cannot be used more than once for a single and complete project.

Attachment D



United States Department of the Interior

NATIONAL PARK SERVICE

National Capital Area
1100 Ohio Drive, SW.
Washington, D.C. 20242

L3215 (NCSO-S&P)

DEC 10 1997

Mr. Joe Youcha
Alexandria Seaport Foundation
1000 South Lee Street
Jones Point Park
Alexandria, Virginia 22314

Dear Mr. Youcha:

This is in response to your letter of September 23, 1997, requesting our signature of an acknowledgement form for your permit application to the United States Army Corps of Engineers. The application requests permission to drive two mooring piles into the bed of the Potomac River.

The National Park Service is supportive of this worthy project. We have reviewed the drawings dated September 10, 1997, for the facility and find them to be consistent with the plan for the waterfront and prior agreements. We understand that they have been subject to public review and concurrence by appropriate authorities of the City of Alexandria.

The National Park Service is the manager of those certain Federal land interests, being the submerged lands of the Potomac River (reference, 41 Federal Register 34801 (August 17, 1976), copy enclosed), into which two mooring piles are requested to be driven to secure the floating facility of the Maritime Heritage Center. Upon receipt of appropriate permits from the Corps of Engineers, we will amend our permit to the City of Alexandria, numbered 6:800:0518 (copy enclosed), to permit the Alexandria Seaport Foundation to install, maintain, and operate the mooring piles.

If there are any questions please contact me or Mr. John Parsons, Associate Superintendent, Stewardship and Partnerships, National Capital Support Office, at (202)619-7025.

Sincerely,

Regional Director, National Capital Region

Enclosures

Attachment D

EXHIBIT
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Settleme

1427

United States Department of the Interior

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

L30(NCR-LUCE)

Mr. Douglas Harman, City Manager
City Hall, City of Alexandria
P.O. Box 178
Alexandria, Virginia 22313

Subject: Permit numbered 6:800:0518

Dear Mr. Harman:

Permission has been requested by letter of October 17 on behalf of the City of Alexandria for a permit to construct piers and docks, construct bulkheading, dredge and fill in the waters and on the bed of the Potomac River in connection with improvement of City parklands at the foot of Queen Street, Alexandria, Virginia.

The request to utilize submerged lands of the United States of America is pursuant to a Stipulation of Settlement signed by the United States, the City of Alexandria, and Kristos and Anna Kiriakow in United States v. Herbert Bryant, Inc., et al., D.D.C., Consol. Civil Nos. 73-2211 and 73-1903, and in accordance with regulations of the Department of the Interior published in 41 Federal Register 34801 (August 17, 1976).

The proposed work and work area are shown on a plan titled "Proposed Waterfront Development, 211 North Union Street, Alexandria, Virginia," dated July 16, 1984, which has been assigned our map file reference number NCR ALWA/80008A, Sheet 1 of 2, and on a plan entitled "Boundary Agreement Survey," dated December 15, 1983, which has been assigned our map file reference number NCR ALWA/80008A, Sheet 2 of 2.

Upon review of the application and plans, and the Stipulation of Settlement I find that the proposed activity is consistent with the protection of the United States' interests in the bed of the Potomac River. Therefore, permission is granted to construct piers and docks, construct bulkheading, dredge, and fill in the waters of, and on the bed of the Potomac River as shown on the aforesaid plan numbered NCR ALWA/80008A, Sheet 1 of 2, subject to the following conditions:

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BOOK 1152 PAGE 1428

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1. The City of Alexandria, hereinafter referred to as the permittee, shall be responsible for the maintenance and operation of all facilities constructed or installed pursuant to this permit. In the event of abandonment, non-use, or neglect for a period of 1 year, the permittee hereby agrees to pay for the removal of the facilities and the restoration of all disturbed areas of parkland affected as a result of such removal.

2. All docks, piers, ramps and similar structures shall be maintained open and freely accessible to all public pedestrian traffic. No fences, gates or similar restraints shall be placed for the purposes of denying general public access to any docks or decks within the scope of this permit.

3. The City of Alexandria hereby agrees to be fully responsible for the management, performance, use and safety within the park area involved in this authorization. The City of Alexandria hereby agrees to accept responsibility and assume liability for any and all claims arising through tort actions which result from incidents directly or indirectly connected with the work performed and to indemnify the United States from all such claims to the extent that the permittee may legally do so. To the extent that the work is performed by nongovernmental persons or organizations, the City of Alexandria shall require such persons or organizations to whom or to which it lets any work contemplated hereunder to obtain, in addition to any other forms of insurance or bonds required under contracts and specifications pertaining to this project, insurance of the following kinds and amounts for the protection of the City and the United States:

A. Contractor's Public Liability and Property Damage Liability Insurance

With respect to operations performed by the contractor, Contractor's Public Liability and Property Damage Liability Insurance providing for a limit of not less than \$100,000 for all damages arising out of bodily injury to or death of one person and, subject to the limit for each person, a total limit of not less than \$200,000 for all damages arising out of bodily injuries or death of two or more persons in any one accident, and for a limit of not less than \$100,000 for all damages arising out of injury to or destruction of property in any one accident and, subject to that limit per accident, a total or aggregate, limit of not less than \$200,000 for all damages arising out of injury to or destruction of property during the policy period. If any part of the work is sublet, similar insurance shall be obtained by or in behalf of the subcontractor to cover his operations.

B. Contractor's Protective Public Liability and Property Damage Liability Insurance

With respect to operations performed by subcontractors, Contractor's Protective Public Liability and Property Damage Liability Insurance providing for a limit

Attachment D

1152-1429

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of not less than \$100,000 for all damages arising out of bodily injuries to or death of one person and, subject to that limit per person, a total limit of not less than \$200,000 for all damages arising out of bodily injuries to or death of two or more persons in any one accident, and for a limit of not less than \$100,000 for all damages arising out of injury to or destruction of property in any one accident and, subject to that limit per accident, a total, or aggregate, limit of not less than \$200,000 for all damages arising out of injuries to or destruction of property during the policy period.

C. Protective Public Liability and Property Damage Liability Insurance Covering the United States

Limits \$500,000 and \$1 million Public Liability; \$500,000 and \$1 million Property Damage appropriately endorsed to extend coverage of loss by the United States arising from personal injuries, sickness, or death suffered by any person or persons and property damage, resulting from acts or omissions of any contractor or subcontractor, their agents, or employees in the prosecution of the work.

The insurance specified in this section shall be with an insurance company acceptable to the parties hereto and authorized to do business in the City of Alexandria, Virginia. The policies shall provide that they shall not be cancelled or materially changed without at least 10 days prior written notice being given to the City and the National Park Service. The City shall furnish the National Park Service with a certified copy of the policies described in subsections A, B, and C.

4. Nondiscrimination - See Enclosure A.

5. In the construction, operation, and maintenance of facilities on, or adjacent to, lands of the United States of America, the permittee will require its employees and contractors to exercise all normal and reasonable health, safety, and environmental protection precautions.

6. It is agreed and understood that any significant deviation from the submitted plans shall be submitted to the Regional Director, National Capital Region, National Park Service, Office of Land Use Coordination, for review and approval. No action shall be taken by the permittee on any unforeseen contingencies not covered by this permit. Any changes in plans or specifications, as well as change orders, work orders, and supplemental agreements, for work affecting property of the United States must be approved by the Regional Director, National Capital Region, prior to their taking effect.

7. The permittee shall furnish the National Park Service with "as built" plans upon completion of all work. All applicable legal boundaries and easement areas shall be indicated on the plans.

Attachment D

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8. The performance of this work shall be in complete conformance with the approved plans and/or their approved amendments, and pursuant to the previously cited Stipulation of Settlement. The use herein authorized by this permit action shall extend for a period of 25 years from the date of written acceptance of the permit document by the permittee. Extensions of this permit may be granted, upon receipt of a written request for extension, submitted during the last year of the permit period, to the Regional Director, National Capital Region, National Park Service, a minimum of 60 days prior to the expiration date of this permit.

This permit shall have no effect whatsoever on any future exercise of the power of eminent domain by the United States, nor on the City of Alexandria's obligation to comply with any applicable Federal statutes and regulations.

Sincerely,

Regional Director, National Capital Region

Enclosure

ACCEPTED AND AGREED to this

_____ day of _____, 1984

City of Alexandria

By: _____

Title: _____

UPON THE ACCEPTANCE OF THE CONDITIONS CONTAINED IN THIS PERMIT, INDICATED BY THE APPROVAL OF THE PERMITTEE IN THE SPACE PROVIDED, AND THE RETURN OF THE DUPLICATE COPY PROPERLY EXECUTED TO THIS OFFICE, THIS LETTER BECOMES A PERMIT FOR THE WORK DESCRIBED. RETURN SIGNED COPY TO:

LAND USE COORDINATION
NATIONAL CAPITAL REGION
NATIONAL PARK SERVICE
1100 OHIO DRIVE, SW.
WASHINGTON, D.C. 20242

Attachment D

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ENCLOSURE A

CONTINUATION OF CONDITIONS OF THIS PERMIT (FORM 10-114)

The following provisions constitute Condition 4 in accordance with Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967.

Nondiscrimination. If use of the resource covered by the permit will involve the employment by the permittee of a person or persons, the permittee agrees as follows:

(1) The Permittee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Permittee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Permittee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Superintendent setting forth the provisions of this nondiscrimination clause.

(2) The Permittee will, in all solicitations or advertisements for employees placed by or on behalf of the Permittee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Permittee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Superintendent, advising the labor union or workers' representative of the Permittee's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Permittee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Permittee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto; and will permit access to his books, records, and accounts by the Superintendent and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the Permittee's noncompliance with the nondiscrimination clauses of this permit or with any of such rules, regulations, or orders, this permit may be cancelled, terminated or suspended in whole or in part and the Permittee may be declared ineligible for further Government contracts or permits in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or otherwise provided by law.

(7) The Permittee will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontract or purchase order as the Superintendent may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Permittee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Superintendent, the Permittee may request the United States to enter into such litigation to protect the interests of the United States.

Attachment D

Safety Procedures for Small Boats Operating from Maritime Heritage Center

1. Safety Boat

The Safety boat is a restored 19' Lyman inboard runabout with standard equipment to include a radio, air horn tow lines, spot lights and a first aid kit.

2. Standard equipment on all small boats is to include:

Personal Flotation Devices, anchor, air horn and flashlight

3. Designated path for leaving City Marina area

Small boats are to proceed east along the south side of the Gazebo dock. When they reach the Gazebo they are to turn north, upriver and proceed until they are even with the north side of the Gazebo. At this time they are able to see any oncoming traffic that would have been blocked by the Cherry Blossom.(see map)

4. Boat Spotter

On busy days a spotter with a radio is to be located at the end of the City Marina Docks to "spot" potential traffic problems and direct boat traffic accordingly.

5. Basic competency test for all users of small boats

A basic practical test of leaving and returning to dock is to be performed. If the potential boater is not competent, lessons are to be provided.

6. Limited Hours and area of Operations

Operations are limited to daylight hours. The area of operations is from the Wilson Bridge to buoy #6 opposite the T.C. Williams rowing facility.

7. Insurance Coverage

All boats are to be covered by a \$3 million liability policy in which the City of Alexandria is named. The floating is to be covered by a similar policy.

8. Flag Communication

Standard small boat warnings about weather conditions are issued by flag. The Seaport Foundation is to furnish an appropriate set of flags for use on the City Dock Master's flagpole.

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