

**MEMORANDUM OF UNDERSTANDING**

Among the

**U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION**

and the

**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DISTRICT DEPARTMENT OF TRANSPORTATION**

and the

**U.S. DEPARTMENT OF THE INTERIOR  
NATIONAL PARK SERVICE  
NATIONAL CAPITAL REGION**

and the

**ARCHITECT OF THE CAPITOL**

Endorsed by the

**NATIONAL GALLERY OF ART**

and the

**SMITHSONIAN INSTITUTION**

and the

**U.S. GENERAL SERVICES ADMINISTRATION**

and the

**U.S. COMMISSION OF FINE ARTS**

and the

**NATIONAL CAPITAL PLANNING COMMISSION**

For

**TRANSPORTATION AND STREETSCAPE IMPROVEMENTS  
SERVING THE MONUMENTAL CORE  
MALL ROADS INITIATIVE  
DISTRICT OF COLUMBIA**

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "the MOU") is among the U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION (hereinafter referred to as "FHWA"); the GOVERNMENT OF THE DISTRICT OF COLUMBIA, DISTRICT DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "the DDOT"); the U.S. DEPARTMENT OF THE INTERIOR, NATIONAL PARK SERVICE, NATIONAL CAPITAL REGION (hereinafter referred to as "the NPS"); the ARCHITECT OF THE CAPITOL (hereinafter referred to as "the AOC"). All of the above agencies are hereinafter referred to collectively as the Parties or a Party.

The NATIONAL GALLERY OF ART (hereinafter referred to as "the NGA"); the SMITHSONIAN INSTITUTION (hereinafter referred to as "the SI"); the U.S. GENERAL SERVICES ADMINISTRATION, (hereinafter referred to as "the GSA"); the U.S. COMMISSION OF FINE ARTS, (hereinafter referred to as "the CFA"); and the NATIONAL CAPITAL PLANNING COMMISSION (hereinafter referred to as "the NCPC") each individually referred to as an "Endorser" and together as "Endorsers," endorse and will participate in the MOU as described herein.

**PURPOSE:** The Parties and Endorsers referenced in this MOU either own and maintain roads, buildings and grounds; have authority for development and approval; have a role in the design, location, cultural, historical, and aesthetic value; or assist these Parties in their mission in the Monumental Core within the City of Washington D.C. These Parties and Endorsers wish to preserve and enhance the value and improve the safety, accessibility, and movement of commuter and tourism traffic (vehicles and pedestrians) in the heart of our nation's capital. This MOU is to establish the roles, responsibilities and procedures, under which work will be performed by the Parties, to implement the resurfacing, rehabilitation and/or the reconstruction of roads, bridges, and other transportation improvements and enhancements within the Monumental Core under the FHWA's Federal Lands Highway Park Roads and Parkways and Public Lands Highway Discretionary Programs, hereinafter referred to as the Mall Roads Initiative.

The Parties and Endorsers shall work together on Mall Roads Initiative projects as follows:

- To coordinate the planning, design, and construction of transportation and streetscape improvement projects and enhancements,
- To preserve the infrastructure,
- To streamline processes and activities,
- To support leveraged funding,
- To preserve the historic, aesthetic, and cultural value of the Monumental Core and surrounding area,
- To maximize visitor accessibility,
- To maintain safe and efficient vehicle and pedestrian traffic flow,
- To enhance security of visitors,
- To minimize impacts during construction,
- To develop and maintain the Streetscape Manual,
- To implement new technology, as appropriate, and
- To act as a clearinghouse of information for agencies around the Monumental Core.

**WHEREAS**, many agencies define the boundaries of the Mall and Monumental Core differently. For the purposes of this MOU for the Mall Roads Initiative, the Monumental Core will be defined as that boundary (white line) shown in the attached Exhibit A;

**WHEREAS**, the concept for improvement of these roads was originally initiated by the Secretary of Transportation in 1991;

**WHEREAS**, a Mall Roads Initiative Interagency Working Group, represented by members of each of the Parties and Endorsers, has been established since 1991 to discuss and implement the goals and objectives of this MOU;

**WHEREAS**, the Parties and Endorsers to this MOU shall act within the statutory authority provided under each agency's enabling legislation and comply with applicable laws and regulations;

**WHEREAS**, the NPS, DDOT, and the FHWA have agreed the roads accessing the Monumental Core are important and a priority to fund the improvements to the greatest extent possible;

**WHEREAS**, the funding of these improvements may be from various sources including the Federal Lands Highway Program, specifically the Park Roads and Parkways and Public Lands Highway Discretionary Programs, for roads and bridges under the jurisdiction of and maintained by the NPS; the Public Lands Highway Discretionary Program and Federal-aid Highway Program funds for roads and bridges owned and maintained by the DDOT; and other legally available sources of Federal agency funds for improvements initiated by other agencies in coordination with these projects;

**WHEREAS**, the Streetscape Manual previously developed as part of this coordinated effort provides guidelines to be used in the development of these projects;

**WHEREAS**, the Economy Act (31 U.S.C. § 1535, 1537) authorizes a Government agency to perform services in their area of expertise for other Government agencies and receive compensation for those services;

**WHEREAS**, 23 U.S.C. § 308(a) authorizes the FHWA to perform engineering and other services in connection with the survey, design, construction, and improvements of highways for other Federal or State cooperating agencies;

**WHEREAS**, the Mayor of the District of Columbia has exclusive jurisdiction over all public roads and bridges, in the District of Columbia, except those that belong to and are under the care of the United States. Therefore, DDOT has administrative responsibility for various public roads and bridges;

**WHEREAS**, the DDOT is authorized to enter into this MOU pursuant to the Congressional Act of June 20, 1874, 18 Stat. 116, as amended in 1874; and 31 U.S.C. §1537 of the Economy Act;

**WHEREAS**, the DDOT and FHWA have entered into the "Stewardship & Oversight Agreement Between DDOT and the FHWA DC Division for Federal-Aid Resurfacing/Restoration Construction Projects February 2004," which identifies processes and procedures for the administration, design and construction of projects under the Federal-aid Highway Program between the agencies;

**WHEREAS**, the NPS administers and maintains various roads within National Parks located within the District of Columbia; and is authorized to enter into this MOU pursuant to authorities which include the NPS Organic Act of 1916, 16 U.S.C. §1;

**WHEREAS**, the NPS and FHWA have entered into Memoranda of Agreement dated May 19, 1983, and January 31, 2003, which identify processes and procedures for the administration, design and construction of federal projects under the Federal Lands Highway Program between the agencies;

**WHEREAS**, all actions by the FHWA will be in accordance with the requirements of Title 23, U.S.C., 23 CFR, the FHWA/NPS Interagency Agreements; the FHWA/DDOT Stewardship Agreement, and 23 U.S.C. 308(a) "Cooperation with Federal & State Agencies and Foreign Countries", except as modified by the Parties in accordance with this MOU.

**WHEREAS**, the AOC administers and maintains various roads, buildings, grounds and sidewalks around the Capitol pursuant to its authority under 2 U.S.C. § 1811, et seq.;

**WHEREAS**, the NGA administers and maintains various buildings, grounds and sidewalks along the Monumental Core and is authorized to endorse this MOU pursuant to its authority under 20 U.S.C. Chapter 3, Subchapter II, § 71, et seq.;

**WHEREAS**, the SI administers and maintains various buildings, grounds and sidewalks on the Monumental Core and is authorized to endorse this MOU pursuant to its authority under 20 U.S.C. § 52;

**WHEREAS**, the GSA administers and maintains various buildings, grounds and sidewalks throughout the District of Columbia and is authorized to endorse this MOU pursuant to its authority under 40 U.S.C. subtitle I, 116 Stat. 1062; 40 U.S.C Chapter 33, 116 Stat. 1156;

**WHEREAS**, the CFA has the review and approval authority of the design and location of all Commemorative Works, and has the responsibility to review and advise on the design and location of public buildings, statues, fountains, monuments, and new structures that affect in any important way the appearance of the City in the District of Columbia; and advise on the design of private or semipublic buildings adjacent to public buildings and grounds of major importance;

**WHEREAS**, the CFA is authorized to endorse this MOU pursuant to the authority contained in 40 U.S.C. §104, 36 Stat. 371, and Executive Order 1259 of 25 October 1910, and Executive Order 1862 of 28 November 1913, and Executive Order 3524 of 28 July 1921, and the Shipstead-Luce Act, 40 U.S.C. §121, 46 Stat. 366, and the National Capital Planning Act of 1952, 40 U.S.C. § 72, 66 Stat. 781, and the Commemorative Works Act, 40 U.S.C. §1001;

**WHEREAS**, the NCPC, as the central planning agency for the Federal Government in the Nation's Capital, has review and/or approval authority for development of projects on lands under the jurisdiction of the Federal Government and the District of Columbia, is responsible for coordinating the Federal interest and preparing a comprehensive plan for the Nation's Capital, is authorized to approve the exterior structure of Federal buildings and the provision of open space in and around the same, and is authorized to approve certain land transfers among Federal and District of Columbia agencies, except for those projects under the jurisdiction of the Architect of the Capitol; and

**WHEREAS**, the NCPC is authorized to endorse this MOU pursuant to its authority under Section 5 of the National Capital Planning Act of 1952, as amended.

**NOW, THEREFORE**, pursuant to the authority contained in the 23 U.S.C. § 308(a); the Congressional Act of June 20, 1874, 18 Stat. 116, as amended in 1874; the Economy Act, 31 U.S.C. § 1535 and 1537; Section 5 of the National Capital Planning Act of 1952; the Organic Act of 1916, 16 U.S.C. § 1; 20 U.S.C. § 52; 20 U.S.C. Chapter B, Subchapter II, § 71, et seq.; 2 U.S.C. § 141; the Public Buildings Act of 1959, as amended, 40 U.S.C. subtitle I, 116 Stat. 1062; 40 U.S.C Chapter 33, 116 Stat. 1156; 40 U.S.C. § 104, 36 Stat. 371, Executive Order 1259 of 25 October 1910, Executive Order 1862 of 28 November 1913, Executive Order 3524 of 28 July 1921, the Shipstead-Luce Act, 40 U.S.C. § 121, 46 Stat. 366, and the Commemorative Works Act, 40 U.S.C. § 1001; and other authorities applicable to the Parties and Endorsers, the Parties and Endorsers in consideration of the mutual promises herein expressed, do hereby agree as follows:

1. The FHWA , through its District of Columbia Division Office (FHWA-DC), shall be responsible to:
  - a. Be the co-lead agency for the Mall Roads Initiative;
  - b. Conduct quarterly Working Group meetings and related activities for the implementation of the Mall Roads Initiative and document meeting minutes;
  - c. Provide overall coordination of the improvements proposed for roads and bridges owned and maintained by the DDOT;

- d. Authorize all phases of work administered by the DDOT;
  - e. Provide information as possible and practical for AOC Congressional reports.
2. The FHWA, through its Eastern Federal Lands Highway Division (FHWA-EFLHD), will be responsible to:
- a. Be the co-lead for the Mall Roads Initiative;
  - b. Conduct quarterly Working Group meetings and related activities for the implementation of the Mall Roads Initiative;
  - c. Coordinate with the Parties (as applicable) and Endorsers (as applicable) for the review of planning and project documents as developed from planning through construction using the Streetscape Manual as the primary reference for materials and styles to implement;
  - d. Coordinate FHWA design and construction activities with the Working Group for Mall Roads Initiative projects;
  - e. Provide engineering services for the development, design, construction, and contract administration of projects for the NPS in accordance with prior agreements established between the agencies; and
  - f. Be the lead for maintaining the Streetscape Manual, revising and supplementing the Manual as appropriate.
3. The DDOT will be responsible to:
- a. Participate in quarterly Working Group meetings and related activities for the implementation of the Mall Roads Initiative;
  - b. Coordinate with the Parties (as applicable) and the Endorsers (as applicable) for the review of planning and project documents as developed from planning through construction;
  - c. Coordinate DDOT design and construction activities with the Working Group for Mall Roads Initiative projects;
  - d. Coordinate non-construction issues relative to the Mall Roads Initiative for discussion;
  - e. Provide overall prioritization of projects to be funded through the Public Lands Highway Discretionary Program.
  - f. Provide engineering services for the development, design, construction, and contract administration of DDOT projects;
  - g. Maintain the Streetscape Manual, revising and supplementing the Manual as appropriate;
  - h. Coordinate with affected parties during the development of projects as applicable;
  - i. Prioritize proposed improvements for the Mall Roads Initiative projects that will be owned and maintained by the District of Columbia;
  - j. Cooperate with the NPS in the coordination of the Mall Roads Initiative with local public interests (e.g. Advisory Neighborhood Commissions – ANC's, DC State Historic Preservation Office);

- k. Coordinate the planned improvements with emergency service providers; and
  - l. Approve any permits deemed necessary for the construction of any of the proposed improvements within DDOT jurisdiction as a result of this MOU.
4. The NPS will be responsible to:
- a. Participate in quarterly Working Group meetings and related activities for the implementation of the Mall Roads Initiative;
  - b. Provide overall prioritization of projects to be funded through the Park Road and Parkway Program;
  - c. Cooperate and participate within its respective legal authority in the coordination of relevant planning and project development from planning through construction;
  - d. Coordinate agency design and construction activities with the Working Group that may have an impact on Mall Roads Initiative projects;
  - e. Maintain the Streetscape Manual, revising and supplementing the Manual as appropriate
  - f. Coordinate non-construction issues relative to the Mall Roads Initiative for discussion;
  - g. Coordinate with affected parties during the development of projects as applicable;
  - h. Cooperate with the DDOT in the coordination of the Mall Roads Initiative with local interests;
  - i. Coordinate the planned improvements with emergency service providers;
  - j. Approve any permits deemed necessary for the construction of any of the proposed improvements on NPS jurisdiction as a result of this MOU;
  - k. Coordinate any press releases or public information activities in conjunction with the DDOT and FHWA.
5. The AOC will be responsible to:
- a. Participate in quarterly Working Group meetings and related activities for the implementation of the Mall Roads Initiative;
  - b. Cooperate and participate within its respective legal authority in the coordination of relevant planning and project development from planning through construction;
  - c. Provide overall prioritization of projects to be funded by the AOC;
  - d. Coordinate agency design and construction activities with the Working Group that may have an impact on Mall Roads Initiative projects;
  - e. Coordinate non-construction issues relative to the Mall Roads Initiative for discussion;
  - f. Provide engineering services for the development, design, construction, and contract administration of AOC projects;
  - g. Maintain the Streetscape Manual, revising and supplementing the Manual as appropriate;

- h. Coordinate with affected parties during the development of projects as applicable; and
  - i. Coordinate scheduled improvements to the roads under the jurisdiction of the AOC with the officials in the Capitol.
6. The NGA endorses this MOU and will use its best efforts to:
- a. Participate in quarterly Working Group meetings and related activities for the implementation of the Mall Roads Initiative;
  - b. Cooperate and participate within its respective legal authority in the coordination of relevant planning and project development from planning through construction;
  - c. Notify and consult with the Working Group on NGA design and construction activities that may have an impact on Mall Roads Initiative projects; and
  - d. Notify the Working Group where practicable of major non-construction issues relative to the Mall Roads Initiative for discussion.
7. The SI endorses this MOU and will use its best efforts to:
- a. Participate in quarterly Working Group meetings and related activities for the implementation of the Mall Roads Initiative;
  - b. Cooperate and participate within its respective legal authority in the coordination of relevant planning and project development from planning through construction;
  - c. Notify and consult with the Working Group on SI design and construction activities that may have an impact on Mall Roads Initiative projects; and
  - d. Notify the Working Group where practicable of major non-construction issues relative to the Mall Roads Initiative.
8. The GSA endorses this MOU and will use its best efforts to:
- a. Participate in quarterly Working Group meetings and related activities for the implementation of the Mall Roads Initiative;
  - b. Cooperate and participate within its respective legal authority in the coordination of relevant planning and project development from planning through construction for Mall Roads Initiative projects;
  - c. Notify and consult with the Working Group on GSA design and construction activities that may have an impact on Mall Roads Initiative projects; and
  - d. Notify the Working Group where practicable of major non-construction issues relative to the Mall Roads Initiative.
9. The CFA endorses this MOU and will use its best efforts to:
- a. Participate in quarterly Working Group meetings and related activities for the implementation of the Mall Roads Initiative;
  - b. Cooperate and participate within its respective legal authority in the coordination of relevant planning and project development from planning through construction;

- c. Notify and consult with the Working Group on design and construction activities with the Working Group that may have an impact on Mall Roads Initiative projects; and
  - d. Notify the Working Group where practicable of major non-construction issues relative to the Mall Roads Initiative.
10. The NCPC endorses this MOU and will use its best efforts to:
  - a. Participate in quarterly Working Group meetings and related activities for the implementation of the Mall Roads Initiative;
  - b. Cooperate and participate within its respective legal authority in the coordination of relevant planning and project development from planning through construction;
  - c. Notify and consult with the Working Group on design and construction activities with the Working Group that may have an impact on Mall Roads Initiative projects; and
  - d. Notify the Working Group where practicable of major non-construction issues relative to the Mall Roads Initiative.
11. The scheduling and funding procedures will be as follows:
  - a. All Federal Lands Highway and Federal-aid Highway Program funds will be allocated to the FHWA, DDOT, or to the NPS, in accordance with the interagency program agreements.
  - b. The determination of items eligible for funding will be those items of work normally associated with road and bridge resurfacing, rehabilitation and reconstruction work, in accordance with the approved procedures for the type of funding used. Funding of work outside of the roadway work (i.e. street furniture, plantings other than replacement of plantings impacted by the roadway work, etc.) will be from another Party's internal Federal agency sources.
  - c. When a Federal Party wishes to include work within an FHWA-EFLHD project, the Party shall provide internal federal agency funds for the design, construction, and contract administration of the improvements. Internal federal agency funds shall be provided through either a non-expenditure fund transfer (Form SF-1151, Non-Expenditure Fund Transfer) or by reimbursable agreement through the Intergovernmental Payment and Collection (IPAC) system. Any fund transfer will be documented between the agency and the FHWA-EFLHD in a separate project agreement for the project. Details of the transfer will be provided within that project agreement.
12. All Parties and Endorsers to this MOU will be afforded a reasonable opportunity to inspect the work in progress for Mall Roads Initiative projects at any time after providing advance written notice, and to participate in any design or construction field reviews, pre-construction conferences, and periodic and final construction inspections.
13. The Parties and Endorsers shall make reasonable efforts to meet as necessary to review the status of the program activities undertaken under this MOU, the projects scheduled for advertisement, and the funding. Adjustments to these program activities may be initiated as a result of these quarterly meetings, and will be subject to concurrence by all of the Parties to this MOU.



## ARTICLE V: KEY OFFICIALS AND CONTACTS

### A. For the FHWA:

#### **KEY OFFICIAL:**

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#### **CONTACT PERSON:**

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### B. For the DDOT:

#### **KEY OFFICIAL:**

Mr. Dan Tangherlini  
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District of Columbia  
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#### **CONTACT PERSON:**

Mr. Ken Laden  
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### C. For the NPS:

#### **KEY OFFICIAL:**

Mr. Joseph Lawler  
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#### **CONTACT PERSON:**

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D. For the AOC

**KEY OFFICIAL:**

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Architect of the Capitol  
U.S. Capitol  
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**CONTACT PERSON:**

Mr. Scott Birkhead  
Director of Engineering  
Architect of the Capitol  
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E. For the NGA:

**KEY OFFICIAL:**

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Administrator  
National Gallery of Art (Location Address)  
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**CONTACT PERSON:**

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F. For the SI:

**KEY OFFICIAL:**

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G. For the GSA:

**KEY OFFICIAL:**

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**CONTACT PERSON:**

Ms. Patricia Ralston  
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H. For the CFA:

**KEY OFFICIAL:**

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I. For the NCPC:

**KEY OFFICIAL:**

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Executive Director  
National Capital Planning Commission  
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**CONTACT PERSON:**

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Community Planner  
National Capital Planning Commission  
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**ARTICLE VI: MODIFICATIONS**

This MOU may be modified only by an amendment to this MOU, which is signed by all the Parties and endorsed by all the Endorsers and affixed to this MOU. Additional parties may enter into this MOU through a written amendment, which is signed by the existing Parties and endorsed by the Endorsers as agreeing to the addition of a specified new Party, and is signed by the new Party with a statement that it is entering into and ratifying the MOU.

**ARTICLE VII: TERM OF THE MOU AND TERMINATION**

This MOU is effective as of the date of the last signature affixed hereto and terminates ten (10) years from the date of the last signature affixed hereto or upon completion of the Mall Roads Initiative, whichever occurs first, unless extended in writing by mutual consent of all Parties. Termination of this MOU does not excuse the Parties from meeting their respective responsibilities that are independent of this MOU. Any party may withdraw from this MOU through written notification to each other Party's point of contact; however, such withdrawal will not act to terminate the MOU as to the Parties who have not withdrawn from the MOU.

**ARTICLE VIII: DISCLAIMER**

Nothing in this MOU shall create any right or benefit, substantive or procedural, enforceable at law by a party against any Party or Endorser to this MOU, its agencies, officers, or any person, the United States or the District of Columbia.

IN WITNESS THEREOF, the following Parties hereto have caused this MOU to be executed by their duly authorized representatives.

**U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION  
DISTRICT OF COLUMBIA DIVISION**

Gary L. Henderson 4/22/05  
Date  
Gary L. Henderson  
Division Administrator

**U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION  
EASTERN FEDERAL LANDS  
HIGHWAY DIVISION**

Melinda Ridenour April 1, '05  
Date  
Melisa L. Ridenour, P.E.  
Division Engineer

**DISTRICT OF COLUMBIA  
DEPARTMENT OF TRANSPORTATION**

Dan Tangherlini 4/27/05  
Date  
Dan Tangherlini  
Director

**U.S. DEPARTMENT OF THE INTERIOR  
NATIONAL PARK SERVICE  
NATIONAL CAPITAL REGION**

Joseph Lawler 6/8/05  
Date  
Joseph Lawler  
Regional Director

**ARCHITECT OF THE CAPITOL**

Alan M. Hantman 10/20/05  
Date  
Alan M. Hantman, FAIA  
Architect of the Capitol

IN WITNESS THEREOF, the following Parties have reviewed this MOU and extend their endorsement and approval of this MOU:

**NATIONAL GALLERY OF ART**

Darrell R. Willson 5/24/05  
Date  
Darrell R. Willson  
Administrator

**SMITHSONIAN INSTITUTION**

William W. Brubaker 05/20/05  
Date  
William W. Brubaker  
Director, Facilities Engineering and Operations

**U.S. GENERAL SERVICES ADMINISTRATION  
NATIONAL CAPITAL REGION**

Linda D. Garvin 4/20/05  
Date  
Linda D. Garvin  
Assistant Regional Administrator, PBS

**COMMISSION OF FINE ARTS**

Frederick J. Lindstrom 5/11/05  
Date  
Frederick J. Lindstrom  
Acting Secretary  
Thomas E. Luetke

**NATIONAL CAPITAL PLANNING COMMISSION**

Patricia Gallagher 5.17.05  
Date  
Patricia Gallagher  
Executive Director

Agreement Number: DTFH71-92-A-00013

MEMORANDUM OF AGREEMENT

BETWEEN

DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION

AND

DEPARTMENT OF THE INTERIOR  
NATIONAL PARK SERVICE  
NATIONAL CAPITAL REGION

AND

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF PUBLIC WORKS

AND

ARCHITECT OF THE CAPITOL

FOR THE  
REHABILITATION OF ROADS SERVING  
THE DISTRICT OF COLUMBIA  
MALL/MONUMENTAL AREA

THIS MEMORANDUM OF AGREEMENT (hereinafter referred to as "the Agreement") is among the DEPARTMENT OF TRANSPORTATION, through the FEDERAL HIGHWAY ADMINISTRATION (hereinafter referred to as "the FHWA"), the DEPARTMENT OF THE INTERIOR, through the NATIONAL PARK SERVICE, NATIONAL CAPITAL REGION (hereinafter referred to as "the NPS"), the GOVERNMENT OF THE DISTRICT OF COLUMBIA, through the DEPARTMENT OF PUBLIC WORKS (hereinafter referred to as "the DCDPW"), and the ARCHITECT OF THE CAPITOL (hereinafter referred to as "the AOC").

PURPOSE: The purpose of this Agreement is to establish the responsibilities and procedures under which work will be performed by the parties to the Agreement named above to implement the rehabilitation and/or the reconstruction of roads within the District of Columbia monumental core area under the FHWA's Federal Lands Highway Park Road and Parkway Program.

WHEREAS, the Economy Act (15 U.S.C. Section 1535) authorizes a Government agency to perform services in their area of expertise for the other Government agencies;

WHEREAS, the mall area is defined as being generally bounded by Constitution Avenue, Independence Avenue, 2nd Street N.E./S.E. and the Potomac River;

WHEREAS, the concept for improvement of the mall area roads was initiated by the Secretary of Transportation;

WHEREAS, the NPS and the FHWA have agreed to prioritize the importance of the roads accessing the mall area and fund the improvements to the extent possible;

WHEREAS, the funding of these improvements is to be from the Federal Lands Highway Program, specifically the Park Road and Parkway Program for the roads owned and maintained by the NPS and the Public Lands Highway Program for the roads owned and maintained by the DCDPW and the AOC, and other applicable sources of federal funds;

WHEREAS, the aesthetic design standards to be used in the development of these projects will be in accordance with the design manual developed as part of this coordinated effort;

AND WHEREAS, the FHWA, the NPS, the DCDPW, and the AOC do hereby agree as follows:

1. The FHWA will be the lead agency for the mall road initiative, and shall be responsible for:
  - a. allocating the Federal Lands Highway Program funding used for the initiative.
  - b. jointly approving the required environmental documentation with the NPS for all roads in accordance with the National Environmental Policy Act of 1969 (Pub. L. No. 91-190; 83 Stat. 852; January 1, 1970; 42 U.S.C. 4321, et seq.);
  - c. compliance with Section 106 of the National Historic Preservation Act of 1966 (Oct. 15, 1966; 80 Stat. 915, 917; 16 U.S.C. 470f);
  - d. review and approval of the design of the proposed mall area road improvements by the National Capital Planning Commission, pursuant to the Act of June 6, 1924 (43 Stat. 463; 40 U.S.C. 71, et seq.), and the Commission of Fine Arts, pursuant to the Act of May 17, 1910 (36 Stat. 371) and May 16, 1930 (46 Stat. 366);
  - e. public involvement activities required by law;

- f. determination of right-of-way (as applicable), design, and construction requirements;
- g. determination of acceptability of the work to meet all applicable standards; and,
- h. approval and acceptance of the work.

All actions by the FHWA will be in accordance with the requirements of Title 23, United States Code and the May 19, 1983, FHWA/NPS Interagency Agreement. The preliminary engineering and construction work outlined herein will be in accordance with the standards, policies, and procedures prescribed in the Federal-Aid Highway Program Manual, Volume 6, Chapter 2, Section 1 (FHPM 6-2-1), and Volume 6, Chapter 9, Section 13 (FHPM 6-9-13), except as modified by the parties in accordance with this Agreement.

- 2. In addition to the items listed above, the FHWA, through its Eastern Federal Lands Highway Division (FHWA-EFLHD), will be responsible for:
  - a. obligating Federal funds allocated to the FHWA-EFLHD;
  - b. development of the proposed improvements for mall area roads that are owned and maintained by the NPS;
  - c. final design Plans, Specifications, and Estimate (PS&E) package for NPS roads; and,
  - d. construction administration of the proposed improvements to the NPS roads.
- 3. In addition to the items listed above, the FHWA, through its District of Columbia Division Office (FHWA-DC), will be responsible for:
  - a. overall coordination of the improvements proposed for roads owned and maintained by the District or the AOC;
  - b. authorizing all phases of work administered by the DCDPW, and requesting Federal funds from the FHWA-EFLHD through the submittal of an FHWA-37;
  - c. monitoring and acceptance of all work performed by the DCDPW;
  - d. approving environmental documentation and overseeing the obtaining of any permits required for the DCDPW road improvements;

- e. providing information for AOC Congressional reports.
4. The DCDPW agrees to be a party to this initiative for the District and AOC roads indicated on exhibit A, which shall govern this agreement unless amendments are agreed to by the DCDPW and the AOC, and the DCDPW will be responsible for:
- a. development of the proposed improvements for the mall area roads owned and maintained by the District or the AOC;
  - b. cooperating with the NPS in the coordination of this initiative with local interests;
  - c. preparing the necessary environmental documentation for FHWA approval and acquiring all necessary environmental permits for the work proposed on DCDPW and AOC roads;
  - d. executing agreements for utility adjustments and coordination of the same during the construction phase;
  - e. coordinating the planned improvements with the emergency service providers;
  - f. approving any permits deemed necessary for the construction of any of the proposed improvements as a result of this Agreement;
  - g. final design PS&E package for DCDPW and AOC roads;
  - h. administering the construction of the improvements on DCDPW and AOC roads;
  - i. upon completion of construction of only District owned and/or maintained roads, accepting the completed project and maintaining the project in accordance with the Federal-aid policies.
5. The NPS agrees to be a party to this initiative for the NPS roads and areas of jurisdiction, and will be responsible for:
- a. cooperating with the DCDPW in the coordination of the initiative with local interests;



- b. preparing the necessary environmental documentation for all roads, jointly approving the document with the FHWA, and acquiring all necessary environmental permits;
  - c. executing agreements for utility adjustments and coordination of the same during the construction phase;
  - d. coordinating the planned improvements with the emergency service providers;
  - e. approving any permits deemed necessary for the construction of any of the proposed improvements as a result of this Agreement;
  - f. approving the final PS&E package for proposed improvements to NPS roads;
  - g. upon completion, accepting the completed project and maintaining the project in accordance with the Federal Lands Highway Program;
  - h. coordinating any press releases or public information activities in conjunction with the DCDPW and FHWA.
6. The AOC agrees to be a party to this initiative for the AOC roads indicated on exhibit A, which shall govern this agreement unless amendments are agreed to by DCDPW and the AOC, and the AOC will be responsible for:
- a. coordinating scheduled improvements to the roads under the jurisdiction of the AOC, as indicated on exhibit A, with the officials in the Capitol;
  - b. Jurisdiction over the roads indicated on exhibit A shall govern this agreement unless amendments are agreed to by the AOC and DCDPW.
  - c. reviewing and approving the development of the proposed improvements as administered by the DCDPW;
  - d. approving of the final PS&E package for construction for AOC roads; and
  - e. upon completion of the construction of the AOC road project, acceptance of and agreement to maintain the completed project in accordance with current law.

7. The scheduling and funding procedures will be as follows:
  - a. All Federal Lands Highway Park Road and Parkway funds will be allocated to the FHWA-Federal Lands Highway Program Administrator or to the NPS, in accordance with Federal Lands Highway Park Road and Parkway Program and the interagency agreement. All approved Federal Lands Highway Public Lands Highway funds will be allocated to the FHWA-DC;
  - b. The determination of items eligible for funding will be those items of work normally associated with road rehabilitation and reconstruction work, in accordance with the approved procedures for the type of funding used. Funding of work outside of the roadway work (i.e. street furniture, plantings other than replacement of plantings impacted by the roadway work, etc.) will be from sources other than the FHWA Highway Trust fund.
  - c. The NPS Headquarters Office will be responsible for the overall prioritization of projects to be funded through the Park Road and Parkway Program.
  - d. Upon request of the DCDPW, the FHWA-DC will be responsible for authorizing all work to be performed by the DCDPW.
  - e. A Project Agreement, Form PR-2, will be prepared and executed between the DCDPW and the FHWA-DC for each phase of work or individual authorizations administered by the DCDPW.
  - f. Reimbursement to the DCDPW for work it performs will be through the FHWA-DC's current Federal-aid billing process.
  - g. The FHWA-EFLHD, the FHWA-DC, the DCDPW, and the NPS will coordinate to maintain a current record of all fund obligations and expenditures, and will furnish the status of funds upon request of any parties to this Agreement.
8. The DCDPW will submit final PS&E package to the FHWA-DC for written approval and authorization to proceed with the construction of the project prior to advertisement. For roads owned and maintained by the AOC, the DCDPW will have obtained the AOC's final review and approval of the plans prior to submittal to the FHWA-DC. Review of the bids received, and the contract award will proceed according to Federal-aid procedures.

9. The FHWA-EFLHD will submit final PS&E package to the NPS for written approval and authorization to proceed with the construction of the project prior to advertisement.
10. All parties to this Agreement will be afforded the opportunity to inspect the work in progress (environmental evaluation, design, right-of-way, and construction) at any time, and to participate in field reviews, plans-in-hand reviews, bid openings, preconstruction conferences, and periodic and final construction inspections.
11. Following execution of this Agreement all parties will designate a representative to be the point of contact for the administration and coordination of the subject improvements.
12. The schedule of projects included in this Agreement as Attachment A.
13. The parties shall meet as necessary to review the status of the program, the projects scheduled for advertisement, and the funding. Adjustments to the program will be initiated as a result of these quarterly meetings, and will be approved by all of the parties to this Agreement.
14. The DCDPW will be responsible for the administrative settlement or adjudication of claims arising under contracts administered by the DCDPW, utilizing project funds. The FHWA-EFLHD will be responsible for the administrative settlement or adjudication of claims arising under contracts administered by the FHWA-EFLHD utilizing project funds.

APPROVED:

George W. White

George W. White  
Architect of the Capitol

Esther Hager Francis

Esther Hager Francis  
Director  
District of Columbia  
Department of Public Works

Robert G. Stanton

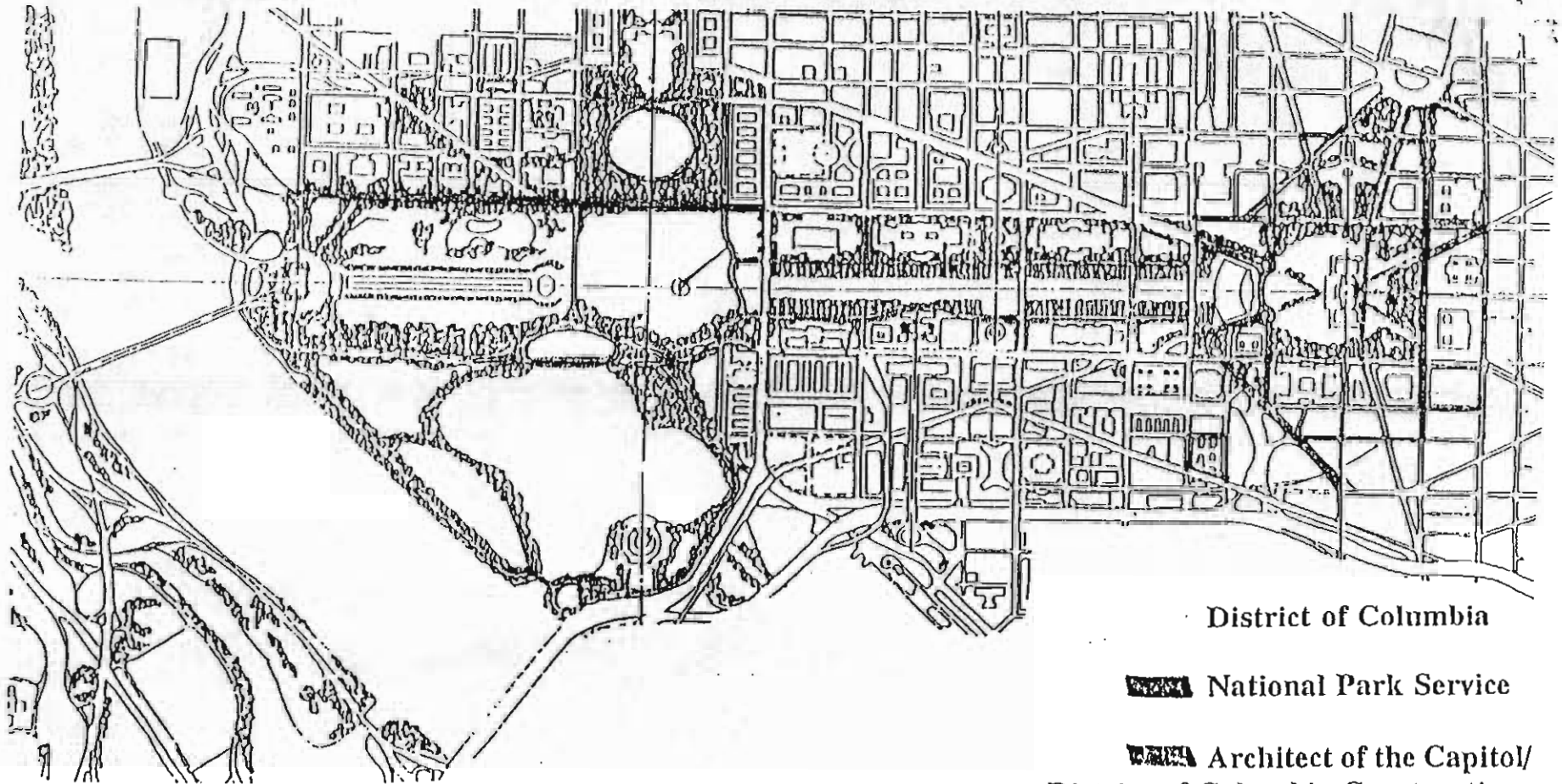
Robert G. Stanton  
Regional Director  
National Capital Region  
National Park Service

Arthur J. Hill


Arthur Hill  
Division Administrator  
District of Columbia  
Federal Highway Administration


Gary L. Klinedinst


Gary L. Klinedinst  
Division Engineer  
Eastern Federal Lands Highway Division  
Federal Highway Administration



District of Columbia

 National Park Service

 Architect of the Capitol/  
District of Columbia Construction  
Based on Conditions of Agreement

 Architect of the Capitol/  
District of Columbia Maintained

## Exhibit A

# ROADWAY JURISDICTION (curb to curb)

Memorandum of Agreement for the Rehabilitation of Roads Serving the District of Columbia Mall/Monument Area