MEMORANDUM OF AGREEMENT

BY AND

BETWEEN

DEPARTMENT OF DEFENSE
WASHINGTON HEADQUATERS SERVICES
DEFENSE FACILITIES DIRECTORATE

AND

DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION

FOR

BRIDGE INVENTORY AND INSPECTION SERVICES AT THE PENTAGON RESERVATION

BRIDGE INSECTION AGREEMENT

Whereas, the Department of Defense, Washington Headquarters Services (DoD) has custody, control and jurisdiction over the Pentagon Reservation, a Federal Installation comprising approximately 280 areas of land, and improvement thereon, located in Arlington County, Virginia; and

Whereas, there are a number of bridges located on the Pentagon Reservation, as described on attachment 1 hereto, which are under the custody and control of DoD; and

Whereas, DoD desires to conform to the intent of section 151 of Title 23, United States Code, and 23CFR 650 which provide for the proper safety inspections of bridges; and

Whereas, the Federal Highway Administration (FHWA) is authorized under Section 308 of Title 23, United States Code, to perform engineering or other services in connection with the survey, construction, maintenance, improvement of highways for other Government agencies, including bridge inspections;

Now, Therefore, the DoD and the FHWA do hereby mutually agree to the following:

1. SCOPE AND RESPONSIBILITIES

- A. The DoD will provide to FHWA an inventory of all bridges to be inspected. This inventory will be accompanied by any information available to DoD to show the actual locations of the structures. The inventory will indicate the use of the structures. Updates to the inventory, and any other available information, will be submitted to the FHWA upon request,
- B. The DoD will provide copies of the as-built plans and design criteria for each structure whenever this information is available.
- C. The FHWA will inspect all bridges listed in the inventory Provided by the DoD, in accordance with the National Bridge

Inspection Standards, 23 CFR 650. All public structures will be inspected on a two-year cycle, beginning with Fiscal year (FY)

- D. For each structure inspected, the FHWA will prepare and submit To the DoD a Bridge Inspection Report and a Bridge Inventory, an Appraisal Coding Sheet a Structural Analysis Report and other reports or information customarily required under current bridge inspection guidelines.
- E. The FHWA will be responsible for processing and reporting data to DoD, and upon approval of DoD, to other agencies as appropriate.
- F. The FHWA shall perform the inspections in accordance with Existing Bridge Inspection Programs procedures and in accordance with all Federal laws and regulations. FHWA will be responsible for making all arrangements for inspections including, obtaining all permits and providing flagmen, barricades, and any others safety services necessary to accomplish the work.
- G. The FHWA will maintain a continuing record system of Inspections performed. Status reports as to the numbers of inspections and costs to date will be available to the DoD upon request.

2. FUNDING

- A. For 2006, within 30 days of execution of this Agreement, FHWA shall provide DoD with a written cost estimate for Inspection of those bridges requiring inspection in 2007 Upon certification by DoD of the availability of funds, FHWA shall undertake inspection of such bridges during FY 07 once funds have been recieved by FHWA.
- B. Starting in FY 07 and for each 2 year cycle thereafter, the FHWA will provide to DoD a written justification and request for all funds needed for cycle inspection scheduled work will be done. Subject to the availability of funds, the DoD will transfer

the appropriate funds during that fiscal year in which the work is done. The FHWA will provide necessary backup data to justify the requested funds.

- C. The DoD will notify the FHWA as to the availability of funds Not later than 60 days prior to all scheduled work.
- D. The FHWA will return and account for any unexpended funds to the DoD.

MODIFICATION OF THIS MEMORANDUM OF AGREEMENT.

Both DoD and FHWA may only modify this Memorandum of Agreement as mutually agreed to in writing. Either party may terminate this Agreement upon 60 days prior written notice.

DEPARTMENT OF DEFENSE WASHINGTON HEADQUARTERS SERVICES DEFENSE FACILITIES DIRECTORATE

John Decosta

Date

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Date

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BRIDGE INVENTORY

Listed below are the numbers and names of the ten (10) bridges located on the Pentagon Reservation, as provided by the Commonwealth of Virginia.

- 1. Structure No. 2160-007T Corridor 3 Pedestrian Bridge
- 2. Structure No. 2160-006T Corridor 2 Pedestrian Bridge
- 3. Structure No. 2160-005P Corridor Eads Street Bridge
- Structure No. 2160-004T Corridor 8 Bridge over VA. Route 110
- 5. Structure No. 2160-003T River Terrace Bridge over VA Route 110
- 6. Structure No. 2160-002P Corridor 9 River Terrace Bridge over VA Route 110
- 7. Structure No. 2160-001P Eads Street North / South Connector Bridge over VA 110
- Structure No. (to be determined by FHA) Bridge from Boundary Channel Drive to Secured Parking Area
- Structure No. (to be determined by FHA) Pedestrian Bridge from Boundary Channel Drive to 9th Corridor
- Structure No. (to be determined by FHA) Pedestrian Bridge from Boundary Channel Drive to 8th Corridor

Amendment No. 1 March 30, 2006