

GSA Agreement No. PX0011910
FHWA Agreement No. DTFH71-10-X-50002

MEMORANDUM OF AGREEMENT

BETWEEN

**THE UNITED STATES GENERAL SERVICES ADMINISTRATION
AND THE DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION**

FOR

**BRIDGE INVENTORY AND INSPECTION SERVICES
AT THE FEDERAL RESEARCH CENTER AT WHITE OAK
SILVER SPRING, MARYLAND**

This Memorandum of Agreement (hereinafter referred to as the "Agreement") is made by and between the U.S. General Services Administration ("GSA") and the U.S. Department of Transportation, Federal Highway Administration, Eastern Federal Lands Highway ("FHWA"), (referred to collectively herein as the "Parties", or individually as the "Party").

WHEREAS, in accordance with Title 40, United States Code, Section 301, et seq., GSA is the Federal agency with administrative oversight, maintenance, and control and jurisdictional authority for the Federal Research Center at White Oak, comprised of 662 acres in Montgomery and Prince George's Counties, Maryland (the "Property"), which Property includes 130 acres that are designated for consolidation of the U.S. Food and Drug Administration ("FDA"); and

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

WHEREAS, GSA has constructed a new East Access Road Bridge (the "Bridge") on the Property; and

WHEREAS, GSA desires to conform to the intent of section 151 of Title 23, United States Code, and 23CFR Part 650, which provide for the proper safety inspections of bridges.

NOW THEREFORE, pursuant to the authority contained in the Public Buildings Cooperative Use Act of 1976, 40 U.S.C. §301 et seq.; 23 U.S.C. §308(a); the Parties, in consideration of the mutual promises herein expressed, do hereby agree as follows:

ARTICLE I: SCOPE OF WORK

A. GSA will:

1. Provide federal funding for inspections of the Bridge.
2. Provide all available information regarding the Bridge.
3. GSA will furnish As-Built drawings.

B. FHWA will:

1. Inspect the Bridge in accordance with the National Bridge Inspection Standards, 23 CFR Part 650. Unless this Agreement is terminated by either Party, the Bridge will be inspected every two years, starting in Fiscal Year 2010.
2. Submit to the GSA a Bridge Inspection Report after each inspection of the Bridge and indicate therein any repairs considered necessary and estimated cost for same.
3. Process and report data to GSA and to other agencies as appropriate.
4. Perform inspections of the Bridge according to existing bridge inspection program procedures and all applicable Federal laws and regulations.
5. Obtain all necessary permits and provide the personnel and services necessary to inspect the Bridge.
6. Maintain a record and database of the inspections performed. Status reports as to the number of inspections and costs to date will be available to the GSA upon request.

ARTICLE II: FUNDING

- A. In Fiscal Year 2010, FHWA's cost for one inspection of the Bridge is \$3000.00.
- B. Upon completion of the inspection, FHWA will bill the GSA for the associated costs.
- C. Starting in FY 2012, and for each two-year cycle thereafter, FHWA will provide a written estimate of the costs associated with inspecting the Bridge for that fiscal year. If agreed to by the Parties, GSA will initiate a separate Interagency Agreement to establish cost, period of performance, and similar terms of payment for that cycle.

ARTICLE III: FINANCIAL DATA AND CONTACTS

| Financial Data | FHWA | GSA |
|---|--|--|
| Agency Locator Code (ALC) | 69-05-0001 | 47-00-0017 |
| Data Universal Numbering System (DUNS) | 618486187 | 126618417 |
| Taxpayer Identification Number (TIN) | 22-3934584 | 44-0053234 |
| Treasury Appropriation Fund Symbol (TAFS) | 69X8083 | 47X4542.001 |
| Agreement Number | DTFH71-10-X-50002 | PX0011910 |
| Financial Point of Contact | Clarence Jenkins 703-404-6219 FAX 703-404-6217 | Roland H. Caton 202-219-0007 FAX 202-219-1863 |
| Project Point of Contact | Marcus Miller 703-404-6252 FAX 703-404-6217 | Kevin R. St. Clair 301-847-0114 FAX 301-595-1223 |

ARTICLE IV: DURATION, MODIFICATION, AND TERMINATION

- A. This Agreement shall become effective upon execution by the Parties and shall remain in effect for ten years, except as described in this Article.
- B. This Agreement may be modified by written consent of the Parties to cover any questions that may arise subsequent to the date of this Agreement.
- C. The Agreement may be renewed for an additional term upon written consent of all parties and may be terminated in writing by either Party.

ARTICLE V: REQUIRED AND STANDARD CLAUSES

- A. Nothing in this Agreement shall be construed as limiting or affecting the legal authorities of the Parties, or as requiring the Parties to perform beyond their respective authorities. Nothing in this Agreement shall be deemed to bind any Party to expend funds in excess of available appropriations.
- B. **ANTI-DEFICIENCY ACT:** Pursuant to the Anti-Deficiency Act, 31 U.S.C. §1341(a)(1) (1994), nothing contained in this Agreement shall be construed as binding the United States to expend any sum in excess of appropriations made by Congress for the purposes of this Agreement, or as involving the United States in any contract or other obligation for the further expenditure of money in excess of such appropriations.
- C. This Agreement is subject to all laws governing Federal procurement and to all regulations and rules promulgated there under, whether now in force or hereafter enacted or promulgated, except as specified in this Agreement. Nothing in this

Agreement shall be construed as in any way impairing the general powers of the Parties for supervision, regulation, and control of its property under such applicable laws, regulations, and rules.

ARTICLE VI: SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives:

U.S. GENERAL SERVICES ADMINISTRATION

By:  _____ Date: 12/23/09
Bart Bush
Regional Commissioner
Public Buildings Service
National Capital Region

DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
EASTERN FEDERAL LANDS HIGHWAY DIVISION

By:  _____ Date: 11 Jan 10
Melisa L. Ridenour, P.E.
Division Engineer
Eastern Federal Lands Highway Division
Federal Highway Administration