

**MEMORANDUM OF AGREEMENT BETWEEN
Arlington County, Virginia and
Department of Defense, Washington Headquarters Services**

regarding the

**CONSTRUCTION, AND MAINTENANCE OF ROADWAY AND ANCILLARY
IMPROVEMENTS ALONG ARMY NAVY DRIVE FROM SOUTH JOYCE STREET TO
12TH STREET SOUTH**

THIS MEMORANDUM OF AGREEMENT (“MOA”), is made and entered into this 2nd day of Feb. 2022 between Washington Headquarters Services (“**WHS**”), a Department of Defense (“**DoD**”) field activity responsible for managing and operating the “Pentagon Reservation” (defined below), and the County Board of Arlington County, Virginia, a body politic (Arlington County). WHS, DoD and Arlington County hereafter referred to individually as “Party” and collectively, as the “Parties”.

RECITALS

- A. Arlington County proposes improvements to Army Navy Drive, which involve multi-modal improvements to bicycle, transit, environmental, and pedestrian facilities, including a two-way protected bicycle lane facility, additional pedestrian crossings, a reduction in travel lanes, a rebuilt and replanted median, and the provision of updated traffic signal equipment and enhanced streetlights (the “Army Navy Drive Complete Streets Project” or “Project” as further defined below).
- B. Arlington County has developed a final design for the Army Navy Drive Complete Streets Project and presented such design and sought feedback at a Virtual Design Public Hearing on November 18, 2020, and Arlington County has completed the environmental analysis (associated with the National Environmental Policy Act) dated October 16, 2017.
- C. Arlington County has submitted 100 % design drawings for the Project to DoD/WHS. Arlington County is responsible for approving and authorizing the construction of said Project.
- D. Arlington County intends to deliver the Army Navy Complete Streets Project via a Design-Bid-Build Contract; under this Project delivery model, Arlington County will engage a construction contractor to construct the Army Navy Drive Complete Streets Project (to which WHS is not a party).
- E. Arlington County’s Contractor (as defined below) shall function as an AGENT of Arlington County (“Arlington County Agent(s)”) and as such will be delegated certain authorities within the scope of its contract with Arlington County, to act on

behalf of Arlington County in the execution of the Project.

- F. Arlington County staff, in conjunction with its Contractor, shall be responsible for coordination with DoD/WHS with respect to access permits for Work (as defined below) on the Property.
- G. Arlington County staff has determined that access to land in the southeast and southwest corners of the Hayes Street Parking Lot entrance, and the land in the southeast corner of the I-395 exit ramp and Hayes Street Parking Lot, located in Arlington County, Virginia, which the DoD owns, as shown in Attachment 1.14.1 as defined below, which is attached hereto and made a part hereof (hereinafter, the "Pentagon Reservation Property" or "Property"), is required for the construction of the Work.
- H. DoD/WHS shall allow construction of portions of the Army Navy Drive Complete Streets Project on the Pentagon Reservation Property and shall issue Arlington County appropriate access permits and appropriate property rights for facilities that Arlington County will own upon completion of construction. DoD/WHS will maintain below-mentioned portions of the Army Navy Drive Complete Streets Project that will be located on the Pentagon Reservation.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. DEFINITIONS.

- 1.1 Arlington County Agent – all entities engaged by or designated by Arlington County that are involved in construction of the Work, or inspection of the Work and shall include, but not be limited to, the Contractor and all of its subcontractors.
- 1.2 Army Navy Drive Complete Streets Project - Arlington County proposes improvements to the portion of Army Navy Drive between S Joyce Street and 12th Street South, which involve rebuilding Army Navy Drive within the existing Right-of-Way ("ROW") as a multi-modal complete street, constructing a two-way protected bicycle lane facility, constructing new pedestrian crossings, reducing the number of vehicle travel lanes, providing planted medians, and installing new signaling. One or more stormwater management facilities, utility relocations, replacement of existing drainage pipes and structures, lighting, and landscaping are all included in the scope of the project ("Project").
- 1.3 Contractor – the entity awarded a contract by Arlington County to construct the Project. The term "Contractor" also includes all subcontractors.
- 1.4 DoD - Department of Defense.

- 1.5 Inspectors – Virginia Department of Transportation (VDOT) inspectors and third-party inspectors engaged by Arlington County.
- 1.6 Maintenance – The term “maintenance” shall include all necessary upkeep and repair related to the physical condition of an item, as well as the upkeep and repair of any electrical or communications equipment necessary to make an item function properly.
- 1.7 Party or Parties – Arlington County or DoD/WHS, individually, or both of the foregoing collectively.
- 1.8 Pentagon – The headquarters of DoD.
- 1.9 Pentagon Force Protection Agency (PFPA) - Civilian defense agency within the Department of Defense with security, law enforcement, and force protection responsibilities at the Pentagon and other delegated facilities.
- 1.10 Pentagon Reservation – That area of land and improvements thereon, titled in the name of the United States of America, located in Arlington, Virginia, on which, among other things, the Pentagon and other related facilities are located.
- 1.11 Property – Area of land on the Pentagon Reservation, as depicted in Attachment 1.14.1, that Arlington County shall be given access to through the provision of temporary permits granted by DoD/WHS with access being revoked at the conclusion of the construction of the Army Navy Drive Complete Streets project.
- 1.12 WHS – The Washington Headquarters Services.
- 1.13 Work – The construction of the Army Navy Drive Complete Streets Project located within the boundary of the Pentagon Reservation Property.
- 1.14 The Attachments listed below are hereby incorporated into and made part of this MOA, and this MOA and the incorporated Attachments shall be the “Agreement Documents”:
 - 1.14.1 Project Design Docs/ scope of work
 - 1.14.2 DD Form 2798, Application/Permit Request for Use of Space on the Pentagon Reservation
 - 1.14.3 Pentagon Reservation Excavation Permit Application
 - 1.14.4 Pentagon Reservation Installation Application (RIA) Permit
 - 1.14.5 Communications Protocol
 - 1.14.6 Pentagon Exterior Standards Manual Final (Nov 2016)
 - 1.14.7 FSD Construction Management, General Requirements

1.14.8 Washington Headquarters Services Guidance Document for Land disturbing Activity Permit

2. PENTAGON RESERVATION IMPROVEMENTS, OWNERSHIP OF PERMANENT FACILITIES GRANT OF EASEMENTS FOR PERMANENT FACILITIES

- 2.1 The DoD/WHHS has administrative jurisdiction and real property authority over a portion of the property on which the Army Navy Drive Complete Streets project described in Attachment 1.14.1 will be made. DoD/WHHS will grant permits to Arlington County and/or the Arlington County Agents as and where necessary to complete the Work. Attachments 1.14.2, 1.14.3, and 1.14.4 are permits that may be necessary to complete the Work.
- 2.2 DoD/WHHS will grant permanent easements to Arlington County for access, repair and maintain its facilities (as described in Section 4 below) once the Work is complete.

3. PROCEDURES DURING CONSTRUCTION.

- 3.1 For construction that will be conducted by Arlington County and/or the Arlington County Agents on the Pentagon Reservation Property, Arlington County agrees to require the Arlington County Agents to agree to follow Pentagon Reservation procedures for construction projects on the Pentagon Reservation. Requirements include obtaining Pentagon-specific permits and complying with all health and safety requirements set forth in EM 385-1-1, Department of the Army Safety and Health Requirements Manual, November 30, 2014. Attachment 1.14.7 contains the requirements for management of a construction project on the Pentagon Reservation. All Work must also comply with design requirements in Attachment 1.14.6. Arlington County and/or the Arlington County Agents must comply with DoD/WHHS soil guidance, at Attachment 1.14.8, for any contaminated soil found during excavation. All structures to be installed on the Pentagon Reservation Property must comply with the Architectural Barriers Act.
- 3.2 Arlington County Agents are responsible for obtaining all necessary permits.
- 3.3 DoD/WHHS shall assist Arlington County in its coordination with the National Capitol Planning Commission (NCPC), if necessary, for the Army Navy Drive Complete Street Project.
- 3.4 Arlington County agrees to have Arlington County Agents agree to comply with all applicable local rules and state and federal and laws regarding air quality, storm water, waste management, hazardous materials, and all other environmental requirements during construction.

- 3.5 Arlington County, on behalf of itself and the Arlington County Agents, agrees to comply with all rules for accessing the Pentagon Reservation, including but not limited to rules regarding badging, vehicular clearances, photo permits, and wireless equipment Reservation Installation Application (RIA) permits. The Parties agree that a Maintenance of Traffic plan ("MOT") has been submitted to DoD/WHS which includes a schedule, including lane closures/maintenance of traffic, material deliveries, emergency access, and construction activities to facilitate the Work. Issuance of any permit implies provisional acceptance of the MOT. Arlington County agrees that it will require the Arlington County Agents to not block access to the Property, and update the MOT, per attachment 1.14.5, to respond to project related traffic access, delays and congestion issues along Army Navy Drive and adjacent roadways throughout the duration of the project.
- 3.6 Arlington County Agents shall provide monthly progress schedules to DoD/WHS, per Attachment 1.14.5. during the course of the Project. Additionally, Arlington County Agents shall provide DoD/WHS with all information necessary to inform Pentagon employees about changes to the Work, per Attachment 1.14.5.
- 3.7 During the Work on the Pentagon Reservation, Arlington County's Agent shall hold bi-weekly progress meetings with WHS and DoD. Arlington County's Agent shall provide DoD/WHS with Work updates in the progress meeting and will send meeting minutes to DoD/WHS.
- 3.8 Arlington County and/or Arlington County's Agents shall notify PFPA when conducting Work on the Pentagon Reservation Property as described in Attachment 1.14.5. Arlington County Agents shall keep and provide DoD/WHS with an up-to-date list of individuals who will be working on the Pentagon Reservation Property. All individuals working on the Pentagon Reservation Property must be vetted by DoD/WHS, such vetting shall be in conformance with the Communications Protocol.
- 3.9 Army Navy Drive shall remain open during construction of the Project or an alternate and mutually agreed access to the Pentagon Reservation shall be provided. Access to all Pentagon Reservation parking areas will be maintained at all times.
- 3.10 The Arlington County Agent shall provide DoD/WHS with project inspection reports as needed, per Attachment 1.14.5. DoD/WHS retains the right to conduct inspections of the Work, as well as portions of the Army Navy Drive Complete Streets project that are not located on the Pentagon Reservation but could reasonably impact the Pentagon Reservation, to include safety inspections, and conduct periodic erosion and sediment control inspections during construction.
The Arlington County Agents will abide by the DoD/WHS construction

standards. Changes in the manner and/or scope of Work may be accomplished after execution of this agreement. In the event Arlington County wishes to initiate a change, it will do so by providing DoD/WHS with a written description of the change in the Work, including any delays in schedule. Notice will be provided in accordance with 8.13. The Parties shall work in good faith to respond to and agree to any proposed changes in the manner and/or scope of Work.

4. REAL PROPERTY OPERATION AND MAINTENANCE. Upon completion of the Work, the duty to operate, maintain, and repair of the Project Improvements will be as follows:

4.1 Bus Facilities.

Arlington County will own, operate, and be responsible for maintenance and repair of a concrete pad for a potential future bus shelter any bus shelter that may later be installed on said concrete pad, and associated amenities ("Bus Facilities"), excluding landscaping, located at Pentagon Parking Lots (Hayes Street, South Fern Street and South Eads Street parking lots). DoD/WHS agrees to grant Arlington County a permanent easement for the areas where the Bus Facilities are installed.

4.2 Landscaping

DoD/WHS will own, maintain, and repair any landscape plantings or planting materials, related hardscape or paving materials, and any related hardware, components, equipment, or systems installed on the Pentagon Reservation which are not included in the Bus Facilities.

4.3 Maintenance of Utilities and Traffic Control Equipment.

Arlington County will provide, pay for, own, maintain, and repair any electrical utilities and traffic control facilities related equipment for the Pentagon Reservation Work. DoD/WHS agrees to grant Arlington County a permanent easement for the areas that such electrical and traffic control facilities are installed.

4.4 Warranties.

Arlington County shall require that the Arlington County Agent provide a warranty against defects in material and workmanship on all construction of the Work for a period of one year after the date of final completion of the Army Navy Drive Complete Streets Project. Arlington County agrees to provide to DoD/WHS documentation the warranty of the Work and a point of contact for the Contractor for the warranty issues. DoD/WHS shall notify Arlington County of any claims under or issues relating to the warranty. Arlington County will have its Contractor to agree to commence any warranty work no later than thirty (30) days from the date on which DoD/WHS provides notice to Arlington County of any non-conforming work.

5. LAW ENFORCEMENT AND EMERGENCY MANAGEMENT.

5.1 DoD/WHS.

Arlington County and/or the Arlington County Agents' use of any property or equipment located on the Pentagon Reservation shall be subject to 32 CFR Part 234 (Conduct on the Pentagon Reservation). Arlington County and/or the Arlington County Agents' equipment may be subject to search by PFFA in emergency situations.

5.2 Law Enforcement.

Law enforcement and authority to enforce rules and regulations will follow procedures under current agreements between Arlington County and the PFFA.

5.3 Security Requirements

DoD/WHS and PFFA may limit construction activities, as needed, for security purposes. DoD/WHS shall, if able, provide notice to Arlington County and Arlington County Agents of such stoppages and shall make best efforts to limit the duration of any stoppage. In the event of an emergency, DoD/WHS retains the right to limit Arlington County access to the Pentagon Reservation.

6. DoD RETENTION OF RIGHTS.

Subject to this MOA, DoD/WHS will retain the right to use fully and enjoy the areas upon which the Work will be constructed.

7. DESIGN AND CONSTRUCTION OF PROJECT IMPROVEMENTS.

7.1 Description of Project Work.

Arlington County and/or the Arlington County Agents designed the Army Navy Drive Complete Streets Project to be located adjacent to the Pentagon Reservation, which design has been submitted to DoD/WHS. The Work on the Pentagon Reservation will be undertaken in conformance with the below.

7.2 Design.

7.2.1 Arlington County has prepared and submitted to DoD/WHS to , at its sole cost and expense, a maintenance of Traffic (MOT) plan. Arlington County shall, at its sole cost and expense, cause the Arlington County Agents to prepare the necessary plats of survey or metes and bounds descriptions of the areas to be occupied by the permanently installed traffic controls, equipment and bus facilities for

the purpose of obtaining permanent easements. Additionally, Arlington County, at its sole cost and expense, shall cause the Arlington County Agents to complete and submit a certified plat of survey or metes and bounds description of the property rights including all proposed permanent easements requested for the Army Navy Drive Complete Streets Project. The plat of survey and metes and bounds description shall be prepared by a surveyor registered in the Commonwealth of Virginia.

7.2.2 If requested, DoD/WHS will release information regarding the location of utilities and other underground assets, where known, to Arlington County and/or the Arlington County Agents for the sole purpose of construction of the Project Improvements. Such information shall be considered "controlled unclassified information" and shall not be distributed to any entity not directly involved in the Work. Arlington County agrees, on behalf of itself and the Arlington County Agents, to safeguard information marked "controlled unclassified information" as required by United States government policy, specifically 32 CFR Part 2001 and Department of Defense Manual Number 5200.01, Volume 4. Arlington County and the Arlington County Agents shall include in all contracts related to the Work the following provision: "Documents marked 'controlled unclassified information' must be protected and not shared with any individuals or entities not directly involved in the construction. DOCUMENTS MARKED CONTROLLED UNCLASSIFIED INFORMATION MAY BE EXEMPT FROM PRODUCTION UNDER THE FEDERAL FREEDOM OF INFORMATION ACT (5 U.S.C. 552, as amended) AND THE VIRGINIA FREEDOM OF INFORMATION ACT (Code of Virginia (1950) § 2.2-3700 et seq., as amended) AND SHALL BE LABELED AS SUCH."

7.2.3 For construction on the Pentagon Reservation, DoD/WHS shall review and approve Arlington County and/or Arlington County's Agent's overall project health and safety plan. Review and approval will be limited to whether the submitted health and safety plan complies with EM 385-1-1, Department of the Army Safety and Health Requirements Manual, November 30, 2014.

7.3 Construction Activities.

Arlington County or the Arlington County Agents shall, at its sole cost and expense:

7.3.1 Design and construct improvements within the limits of the Access Permit granted by DoD/WHS, including signage, lighting, landscaping and fencing, consistent with DoD/WHS, and Arlington County design standards.

7.3.2 Install and maintain necessary safety and other barriers to protect

Arlington County facilities, patrons, Arlington County employees, agents, contractors, and licensees;

7.3.3 If necessary, hire registered surveyors to mark all utilities located in the field prior to beginning construction;

7.3.4 Obtain all permits necessary for the construction of the Work;

7.3.5 Submit an Electronic Documentation Systems ("EDS") Compliant as-built set to DoD/WHS after construction completion.

7.4 Costs.

Arlington County and/or Arlington County Agents will bear the costs of the Work. Arlington County Agents shall repair and/or replace in-kind any DoD/WHS facilities directly impacted by the Army Navy Drive Complete Streets Project, except as otherwise shown in the final plans for the Work. Responsibility for ownership and maintenance of any installed or repaired facilities shall be in accordance with Paragraph 4 of this MOA.

8. OTHER PROVISIONS.

8.1 Effective Date and Termination.

This MOA shall become effective upon the signature of DoD/WHS and Arlington County. This MOA may be terminated without cost or liability at any time by either DoD/WHS or Arlington County upon ninety (90) days prior written notice to the other Party. However: the rights granted by DoD/WHS to Arlington County and the Arlington County Agents to perform the Work upon completion of the Army Navy Drive Complete Streets project shall survive termination of this MOA and as further documented in the permanent easements granted to Arlington County as noted above.

8.2 Liability.

Each Party shall be responsible for its own actions and shall in no way assume any responsibility for or provide indemnification for the actions of other Party, their officers, agents, employees or contractors for or against any damages, actions or costs of any name or destruction arising from or caused by any acts or activities performed in connection with this MOA. Each Party shall be responsible for its own negligence, to the extent permitted by applicable law. This shall not be considered a waiver of sovereign immunity for the Parties.

8.3 Litigation.

To the extent that the Parties are aware, the Parties agree that each shall promptly notify the other in writing if a lawsuit is brought against one of them for any matter related to the subject matter of this MOA.

8.4 Notice of Material Breach.

8.4.1 In the event that any Party to this MOA asserts that there has been

a material breach by another Party of its responsibilities under this MOA, the Party asserting material breach, that is, a breach that makes it impossible to perform under the MOA, shall have a duty to provide the other Party with written notice stating the nature of the alleged breach.

8.4.2 The notice shall specifically state the nature of the material breach and shall provide the allegedly breaching Party a reasonable period of time within which to correct the alleged breach, but in no event less than thirty (30) calendar days.

8.4.3 Should any alleged material breach not be corrected within the time specified in 8.4.2, any Party to this MOA may invoke non-binding dispute resolution procedures.

8.5 Damages.

In no event shall either Party be liable to the other Party for any indirect, special, or consequential damages, lost profits or lost data arising out of or related to this MOA, including the performance or breach thereof, the services provided or failed to be provided, or any delay, non-delivery, wrong delivery or service interruption, whether or not caused by the negligence of a Party or its officers, agents, employees, or contractors.

8.6 Resolution of Disputes; Alternative Dispute Resolution ("ADR"); Court Jurisdiction; Governing Law.

8.6.1 **Resolution of Disputes:** This MOA shall be governed by the laws of the Commonwealth of Virginia except where preempted by federal law. Any dispute between the parties arising out of this MOA may be disposed of by the parties by written agreement and/or amendment of this MOA. If the parties cannot resolve the dispute, then the Party seeking a resolution shall provide written notice of the nature of the dispute and the issue(s) to the other Party. The other Party may respond within thirty (30) days after receipt of such notice. If the dispute is not resolved within thirty (30) days after receipt of such notice, the dispute may be resolved by the parties' executives or their respective designees, or as discussed below in Section 9.6.2.

8.6.2 **ADR:** Absent resolution, the Parties agree to pursue any type of non-binding alternative dispute resolution procedure which appears to have a likelihood of successfully resolving any dispute.

8.6.3 **Court Jurisdiction:** If any Party asserts a legal challenge against the other under this MOA, such challenge shall be filed in the United States District for the Eastern District of Virginia.

8.7 Assignment.

This MOA shall not be assignable by any Party without the prior written consent of the other Party.

8.8 Modifications.

Changes to this MOA may only be made by written, mutual agreement of the Parties.

8.9 Entire Agreement.

This MOA contains the entire agreement between the Parties with respect to the matters addressed herein and shall not be amended or modified in any manner except by an instrument in writing executed by the Parties as an amendment to this MOA.

8.10 Invalid or Unenforceable Term.

If any provision of this MOA or the application to any person or situation shall be held invalid or unenforceable, the remainder of this MOA and the application of such provision to persons or situations other than those held invalid or unenforceable shall not be affected and shall continue valid and be enforced to the fullest extent permitted by law provided that to do so does not cause this MOA to fail of its essential purposes.

8.11 Authority.

The undersigned individuals represent that they have the requisite authority to enter into this MOA on behalf of DoD/WHS and Arlington County, respectively, and to bind DoD/WHS and Arlington County hereby.

8.12 Counterparts.

This MOA may be signed in counterparts, each constituting an original. Photocopies or facsimile transmissions of signatures shall be deemed original signatures and shall be fully binding upon the Parties to the same extent as original signatures.

8.13 Notices and Invoices.

Notices under this MOA shall be in writing and shall be made or sent to the following (otherwise, all communications among Arlington County or the Arlington County Agents and DoD/WHS will be governed by Attachment 1.11.3):

If to Arlington County:

Mark E. Dennis, PLA, AICP.
Capital Projects Management
Transportation Planning Division
Arlington County, Department of Environmental Services
Email: medennis@arlingtonva.us
Phone: 703-228-3916

With a copy to:

Real Estate Bureau Chief
Arlington County, Department of Environmental Services
2100 Clarendon Boulevard, Suite 800
Arlington, VA 22201

County Board of Arlington County, Virginia
2100 Clarendon Blvd., Suite 302
Arlington, VA 22201
Attn: County Manager

If to WHS:

Program Manager
Engineering Architectural Division (EAD)
Facilities Services Division
matthew.j.muhenkamp.civ@mail.mil
100 Boundary Channel Drive
Arlington, VA 22202

With a copy to:

Director, Pentagon Services Division (PSD)
Department of Defense
Washington Headquarters Services
Michael.a.Jarrell8.civ@mail.mil
1155 Defense Pentagon
Room 3B139A
Washington, D.C. 20301-1155

Pentagon Building Mangement Office (PBMO)
Building Manager
robert.h.candido.civ@mail.mil
Room 2E1040
Washington D.C. 20301-1155
Special Events

Office of General Counsel (OGC)
General Counsel
lisa.a.wischkaemper.civ@mail.mil
Room 2E1035
1155 Defense Pentagon
Washington, D.C. 20301

8.14 Anti-Deficiency.

It is expressly understood that the ability of DoD/WHS and Arlington County to carry out their obligations under this MOA is subject to the availability of funds. Nothing in this MOA shall be interpreted in a manner that would cause a violation of the Antideficiency Act.

8.15 Successors and Assigns.

This MOA shall inure to the benefit of and be binding upon the Parties hereto, their agents, successors, and assigns. There are no intended third party beneficiaries to this agreement.

8.16 Recitals.

The Recitals are incorporated herein as substantive provisions of this MOA.

8.17 Force Majeure.

If any Party is delayed, hindered or prevented from performing any act or thing required to be performed pursuant to the terms of this MOA because of strikes, lockouts, casualties, acts of God, labor troubles, material shortages, riots, insurrections, pandemic, war or other causes beyond its reasonable control, then the performance of such act or thing shall be excused for the period of delay and time for performance of any act or thing shall be extended for a period equivalent to the period of such delay.

[Signatures appear on following pages.]

County of Arlington

DocuSigned by:
Mark J. Schwartz
3B97A255DD9741F

By: _____
Mark J. Schwartz
County Manager
2/2/2022

Date: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY



IN WITNESS WHEREOF, the parties hereto have caused this MOA to be executed by their proper and duly authorized officers, on the day and year first written above.

DEPARTMENT OF DEFENSE

By: MCMAHON.PAUL.G.1047584546 Digitally signed by MCMAHON.PAUL.G.1047584546 Date: 2021.11.30 09:48:56 -05'00'
Paul G. McMahon
Acting Director, Facilities Services
Division (FSD)

Date: 11/30/21

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

WISCHKAEMPER.LISA.A.1367774211 Digitally signed by WISCHKAEMPER.LISA.A.1367774211 Date: 2021.11.30 08:27:58 -05'00'

County of Arlington

By: 3B97A255DD9741E DocuSigned by: Mark A. Schwartz
Mark A. Schwartz
County Manager

Date: 2/2/2022

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

E84AACFCC1EA400... DocuSigned by: Minh Chau Carr

Communications Protocol Document

This Communications Protocol (Protocol) has been developed to facilitate communications between the parties as it relates to the Army Navy Drive Complete Streets Project as set forth in the Memorandum of Agreement (MOA) to which this Communications Protocol will be appended. This Communication Protocol contains protocols for the construction phases of the project. Defined terms in the MOA are incorporated herein. In the event of a conflict between this Protocol and the MOA, the MOA shall supersede this Protocol.

1. Construction Phase

The following protocols will be utilized during the construction of the Army Navy Drive Complete Streets Project

1.1 Personnel approved for access/Changes in Personnel

All persons requiring access to the Pentagon Reservation to perform any work associated with the Army Navy Drive Complete Streets Project must be pre-approved for access by Pentagon Force Protection Agency (PFPA). For pre-approval, Arlington County's Contractor shall submit the name, date of birth, driver's license number and state, and social security number s to PFPA point of contact (POC) in conjunction with the three-week look ahead schedule. Approved personnel will be added to a master list.

In the event of any additions or deletions of personnel to the master list each concerned party (Arlington County and any contractor or subcontractors) will provide a complete updated personnel list to PFPA's POC for submission to PFPA for approval. On the updated list, the changes are to be highlighted to facilitate identification of the changes. An updated list should be provided at least 72 hours prior to the request for the additional personnel to access the Pentagon Reservation. Deletions to the master list must be provided to PFPA's POC as soon as they are made.

PFPA's POC shall communicate to Arlington County' Contractor approval, or if applicable, denial, of the request for personnel to access the Pentagon Reservation as determined by PFPA through the clearance process. Such approval shall be granted or denied and communicated to Arlington County's Contractor within 5 business days.

1.2 Primary Points of Contact

The primary points of contact for each party are included in Attachment A, appended to this document.

This list shall be updated and redistributed as necessary throughout the life of the project, with updates provided to PSD's POC. Unless otherwise noted in this document, all notifications and approvals shall be directed to these primary points of contact.

1.3 Advance notification prior to accessing Pentagon Reservation

Prior to accessing the Pentagon Reservation to perform any Work associated with the Army Navy Drive Complete Streets Project, advance notification shall be provided to PFPA's POC the minimum number of days, as noted below, in advance of the desired access date noted below PFPA's POC based on the type of impact. For continuous operations (for example, consecutive nights) one prior notice for the entire operation will suffice. No access shall be allowed prior to receipt of confirmation from PFPA's POC.

1.3.1 Bi-Weekly Progress Meeting for Work

PSD's POC (WHS) will coordinate bi-weekly progress meetings with Arlington County' Contractor and the construction manager(s) to discuss scheduling and ongoing or upcoming impacts to critical path activities on the Pentagon Reservation. Progress meetings may be held via teleconference or other similar technology. The bi-weekly progress meeting will address the status of safety inspections and reports, RFIs, quality control and submittals, and work schedules and delays. Inspections of critical elements will also be scheduled during this meeting. Prior to each bi-weekly progress teleconference, Arlington County' Contractor will provide PSD's POC (WHS) the three-week look-ahead schedule.

In addition to regular progress meetings, Arlington County's Contractor will provide PSD's POC (WHS) a monthly progress schedule. In addition to regular progress meetings, Arlington County's Contractor shall provide a thirty-day initial advance notice prior to commencing the Work on the Pentagon Reservation.

1.3.2 Work with no changes in impacted areas (ongoing work in already impacted area)

Arlington County's Contractor will provide an anticipated schedule of Work via the three-week look ahead at the bi-weekly progress meeting. Any variances to the Work schedule provided in the bi-weekly progress meeting should be communicated to the Pentagon Operations Center and the Building Operations Command Center 24 hours in advance of the variance. Variances include working when not previously scheduled and not working when scheduled. No advance notice is required to work in already impacted areas if such Work is consistent with the Contractor's provided schedule. Changes to the three-week look ahead should be transmitted to PSD's POC, the Pentagon Operations Center, and the Building Operations Command Center as soon as they are known.

1.3.3 Changes in impacted areas (new areas to be impacted / previously impacted areas returned to DoD/WHS for use)

The minimum advanced notification required for already permitted Work in areas not previously impacted by ongoing Work shall be 30 days in advance of the desired access date.

1.3.4 Changes to traffic patterns/available parking/roadway closures

The minimum advanced notification required for work requiring changes to existing traffic patterns, available parking, or roadway closures shall be at least twenty-one days in advance of the desired access date, provided to the PSD POC. In order to reduce adverse impacts to security, the MOT plan is subject to review and revision pending WHS approval. Identified changes to the MOT shall be communicated to the WHS PSD POC as soon as practicable, or 14 days in advance of the change.

1.3.5 Outages Necessary to Complete Work

If an outage to any utility is needed or requested to complete the work, such outage must be requested at least three weeks in advance. Requests must be made at the Pentagon's weekly Tuesday outage meeting and attendance can be coordinated either through the Building Operations Command Center or by contacting one of the Pentagon Building Management Office POCs.

1.4 Daily Access to the Pentagon Reservation

Once prior approval has been received for access, no additional daily check-in procedure will be required. All persons accessing the Pentagon Reservation to perform Work shall have a valid form of identification at all times. Crew supervisors accessing the Pentagon Reservation to perform work related to the Army Navy Drive Complete Streets Project shall have the following with them at all times:

- a copy of the approved Use of Space permit. ,
- a copy of any other specific permit relating to the work being performed, and

1.5 Monthly Construction Inspection Reports

For Work performed on Pentagon Reservation property, a monthly construction inspection report will be provided to PSD's POC to ensure safety standards are met.

1.6 Notice of Completion

When the Design-Build Contractor is ready for final review and acceptance of the work on the Pentagon Reservation, notification is to be provided to PSD's POC. Upon receipt of this notice of completion, the DoD/WHS will conduct a final review of the work and either advise of any observed deficiencies from what is what is specified in the construction contract documentation, or provide appropriate notice of acceptance to Arlington County.

1.7 DoD/WHS construction review

1.7.1 Notification of concerns and issues

With the exception of life-threatening situations or urgent safety concerns, any concerns or issues resulting from review of the active work site will be routed through EAD's POC. All such comments will receive due consideration and an appropriate response will be returned to Arlington County.

1.8 DOD Inspection of Work

DoD/WHS may conduct a final review of the Work and either advise of any observed deficiencies from what is what is specified in the construction contract documentation for Work on the Pentagon Property,

DoD/WHS construction review

1.8.1 Notification of concerns and issues

With the exception of life-threatening situations or urgent safety concerns, any concerns or issues resulting from review of the active work site will be routed through EAD's POC. All such comments will receive due consideration and an appropriate response will be returned to Arlington County.

1.9 Incident Notification Procedure

All emergency response type calls made from a cell phone while on the Pentagon Reservation must use the Pentagon Force Protection Agency (PFPA) emergency number of (703) 697-1001. All emergency response must be coordinated with PFPA. Use of 911 for emergency response while performing work on the Pentagon Reservation is not recommended.

In the event an incident occurs on the Pentagon Reservation property, refer to the Emergency Contact List in Attachment A.

The Pentagon Force Protection Agency will respond to all incidents that occur on the Pentagon Reservation. For incidents occurring outside of the Pentagon Reservation, Arlington County Police should be called to respond. Law enforcement and authority to enforce rules and regulations will follow procedures under current agreements between Arlington County and the PFPA

1.10 Signage and notifications

Arlington County's Contractor will be responsible for erecting, maintaining and removing all temporary traffic control required for the construction of the Work for Army Navy Drive Complete Streets Project.

Any internal DoD/WHS notifications, such as advisories of coming changes, will be the responsibility of DoD/WHS.

Attachment A: Points of Contact

Pentagon Services Division (PSD):

Michael Jarrell (Transportation)
571-372-0904
michael.a.jarrell8.civ@mail.mil

Hugh McGloin (Transportation Program Manager)
703-697-1850
hugh.m.mcglain.civ@mail.mil

Pentagon Building Management Office (PBMO):

Robert Candido (Building Manager)
703-697-7351
robert.h.candido.civ@mail.mil

Thomas Boardman (Horticulturist)
703-614-4638
thomas.d.boardman.civ@mail.mil

PBMO Special Events Mailbox
whs.pentagon.fsd.mbx.pbmo-special-events@mail.mil

Engineering and Architecture Divisions (EAD):

Matthew Muhlenkamp (Structural Engineering Lead)
703-695-3257
matthew.j.muhlenkamp.civ@mail.mil

Construction Permitting General Mailbox
whs.pentagon.fsd.mbx.construction-permits@mail.mil

Office of the General Counsel (OGC):

Lisa Wischkaemper (OGC, Legal)
lisa.a.wischkaemper.civ@mail.mil

Real Property:

Todd Laging (Real Property Program Manager)
703-571-1775
todd.r.laging.civ@mail.mil

Bill Oliver (Real Property Specialist)

703-695-6786

william.h.oliver85.civ@mail.mil

Facilities Services Division (FSD):

Brian King (Environmental Engineer)

703-614-3658

brian.r.king.civ@mail.mil

Allan Obaldo (eFIC Operation Manager)

703-614-1322

allan.n.obaldo.civ@mail.mil

Jillianne Mattox (eFIC Operation Manager)

jillianne.l.mattox.civ@mail.mil

Brendan Wilson (Engineering Architecture Division, EAD)

{Excavation permits}

brendan.l.wilson2.civ@mail.mil

Safety and Compliance Division:

Brian Ringwelski (Safety and Compliance, Fire Protection Engineer)

703-695-3459

brian.a.ringwelski.civ@mail.mil

Jacob Morton (Radiological Defense Chief)

jacob.b.morton.mil@mail.mil

703-695-3672

Pentagon Force Protection Agency (PFPA):

Ronald Wilkins (Pentagon Force Protection Agency)

571-256-4286

ronald.s.wilkins2.civ@mail.mil

Henry Woods (Pentagon Force Protection Agency)

571-372-5645

henry.f.woods2.civ@mail.mil

Other:

Pentagon Operations Center Non-Emergency (POC)

703.697.1001

Pentagon Operations Center Emergency (POC)
703.697.5555

Pentagon Building Operations Command Center
703.614.1597



ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE COUNTY BOARD

2100 CLARENDON BOULEVARD, SUITE 300
ARLINGTON, VIRGINIA 22201-5406
(703) 228-3130 • Fax (703) 228-7430
E-MAIL: countyboard@arlingtonva.us



ARLINGTON
VIRGINIA

KENDRA JACOBS
CLERK TO THE
COUNTY BOARD

MEMBERS
MATT DE FERRANTI
CHAIR
KATIE CRISTOL
VICE CHAIR

CHRISTIAN DORSEY
TAKIS KARANTONIS
LIBBY GARVEY

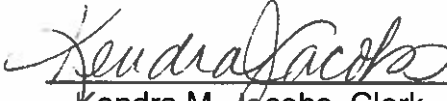
CERTIFICATION

I hereby certify that at its January 22nd, 2022 Regular Meeting, on a consent motion by LIBBY GARVEY, Member, seconded by MATT DE FERRANTI, Member, and carried by a vote of 5 to 0, the voting recorded as follows: Katie Cristol, Chair - Aye, Christian Dorsey, Vice-Chair - Aye, Takis Karantonis, Member - Aye, Libby Garvey, Member - Aye, and Matt de Ferranti, Member - Aye, the County Board of Arlington, Virginia, approved the **C.M. RECOMMENDATIONS** in the attached County Manager's report dated January 6, 2022.

SUBJECT: Memorandum of Agreement Between Arlington County, Virginia and Department of Defense, Washington Headquarters Services Regarding the Construction and Maintenance of Roadway and Ancillary Improvements Along Army Navy Drive from South Joyce Street to 12th Street South, RPC 34017PLA, Part of the Army Navy Drive Complete Street Project.

Given under my hand this 27th day of January 2022.




Kendra M. Jacobs, Clerk
Arlington County Board



ARLINGTON COUNTY, VIRGINIA

**County Board Agenda Item
Meeting of January 22, 2022**

DATE: January 6, 2022

SUBJECT: Memorandum of Agreement Between Arlington County, Virginia and Department of Defense, Washington Headquarters Services Regarding the Construction and Maintenance of Roadway and Ancillary Improvements Along Army Navy Drive from South Joyce Street to 12th Street South, RPC 34017PLA, Part of the Army Navy Drive Complete Street Project.

C. M. RECOMMENDATION:

1. Approve the attached Memorandum of Agreement Between Arlington County, Virginia and Department of Defense, Washington Headquarters Services Regarding the Construction and Maintenance of Roadway and Ancillary Improvements Along Army Navy Drive from South Joyce Street to 12th Street South, RPC 34017PLA, Part of the Army Navy Drive Complete Street Project.
2. Authorize the County Manager, or his designee, to sign the attached Memorandum of Agreement Between Arlington County, Virginia and Department of Defense, Washington Headquarters Services Regarding the Construction and Maintenance of Roadway and Ancillary Improvements Along Army Navy Drive from South Joyce Street to 12th Street South, RPC 34017PLA, Part of the Army Navy Drive Complete Street Project, and any related documents, on behalf of the County Board, subject to approval as to form by the County Attorney.

ISSUES: There are no outstanding issues as of the date of this report.

SUMMARY: Approval and execution of the attached Memorandum of Agreement Between Arlington County, Virginia and Department of Defense, Washington Headquarters Services (“DOD-WHS”) Regarding the Construction and Maintenance of Roadway and Ancillary Improvements Along Army Navy Drive from South Joyce Street to 12th Street South (“MOA”) will grant to the County permission to perform work on the Pentagon Reservation Property (“Reservation”) necessary for the Army Navy Multimodal Street Improvement Project (“Project”). The Project improvements will include enhanced bicycle, transit, and pedestrian

County Manager:

MJS / MJC

County Attorney:

CR Sanders

MNC

Staff: Jennifer Butler and Linda Eichelbaum Collier, DES, REB

facilities to improve the quality, safety, and capacity of local, multimodal connections between the Pentagon and surrounding areas.

BACKGROUND: The MOA is needed to construct the portion of the Project located on the Reservation. The Project will rebuild approximately 3,549 feet of Army Navy Drive with a new configuration as a multimodal “Complete Street” featuring enhanced bicycle, transit, and pedestrian facilities. The goal of the project is to improve the quality, safety, and capacity of local, multimodal connections between the Pentagon and residential areas, community destinations, and commercial and retail services of Pentagon City and Crystal City.

The present design of Army Navy Drive emphasizes vehicular traffic moving on, off, and along I-395 near the Pentagon. Despite this corridor including the single highest-trafficked pedestrian crossing in the entire County, the street environment along Army Navy Drive is generally confusing, disjunct, and inhospitable to pedestrians, bicyclists, and transit users moving between the Pentagon, Pentagon City, and other local community destinations.

As a reconfigured Complete Street, this multimodal corridor will provide a physically separated, two-way bicycle lane along the south side of Army Navy Drive, with shorter and safer pedestrian crossings at each intersection, and future accommodation for high-capacity transit. Where appropriate, motor vehicle travel lanes will be reduced in number and narrowed to dimensions that support a pedestrian scale in an urban context. The traffic signal equipment at the five signalized intersections in the Project corridor will be replaced with all new equipment. The Project aligns with the goals of Arlington County’s “Complete Streets” program to expand safe travel options for all modes of transportation along our roadways. The improvement of facilities on Army Navy Drive is specifically identified in the adopted 2009 Bicycle Element of the Master Transportation Plan.

In addition, conversion of Army Navy Drive to a complete multimodal street will improve local connections between the Pentagon, Pentagon City, and Crystal City, and ultimately contribute to greater connectivity with other County transportation planning initiatives and multimodal projects including the ongoing reconfiguration of Columbia Pike, reconstruction of Boundary Channel Drive, development of the Arlington National Cemetery Trail (in coordination with Eastern Federal Lands Highway Division, EFLHD), and the County’s new Long Bridge Park.

DISCUSSION: Proposed construction of the Project will temporarily affect access to Pentagon staff parking lots adjoining the north side of Army Navy Drive, which function as part of the Reservation under the federal jurisdiction of DOD-WHS. Given the complexities of the Project as a whole, the County sought direct coordination with DOD-WHS to develop the MOA directing the process of authorization for permitted construction access to the Reservation.

The MOA between the County and DOD-WHS establishes the requirements necessary for the general contractor (acting as County Agent) to receive prior authorization from DOD-WHS in the form of an access permit. The access permit will allow contracted work crews to commence work on the Reservation as specified in the VDOT-approved construction package.

In addition to functioning as a temporary construction easement, the proposed MOA also sets forth further details concerning implementation of the Project. As the entire Project will be built within County-owned Right-of-Way, the proposed MOA clarifies responsibilities between the Parties and streamlines contractor coordination of work in areas affecting the Reservation.

The additional key elements of the proposed MOA can be summarized as follows:

- Establishes a robust, tailored application of existing Pentagon communications protocols, to ensure that all contractors (acting as County Agents) can utilize necessary channels and resources at hand to maintain compliance with Pentagon Force Protection Agency (PFPA) law enforcement, emergency management, public safety, and security requirements at all times when present on the Reservation.
- Establishes procedures required during the construction phase, including construction management, site management including excavation, environmental management including waste/hazardous materials, and traffic/safety management for both Pentagon staff and contractor work crews.
- Establishes expectations and responsibilities for external coordination with regional planning entities such as the National Capital Planning Commission (NCPC).
- Establishes definitions and responsibilities related to post-construction operation, maintenance, and repair of Project improvements including utilities, signalization, landscape, transit facilities, and execution of warranties related to the completed work.
- Establishes DOD-WHS review and acceptance of the VDOT-approved construction package in its entirety as constituting the scope and extent of the proposed Project, including design and specifications, description of construction activities, and anticipated start and end dates.
- Provides basic clarification of commonly pertinent legal aspects including but not limited to liability, litigation, damages, dispute resolution, assignment, anti-deficiency, and modification of the MOA.

At some point in the future, the County will need to obtain permanent easements from DOD-WHS for the areas of the traffic signals and the platform for the future transit station.

PUBLIC ENGAGEMENT:

Level of Engagement:

- Communicate, Consult & Involve – This level of engagement is appropriate because the Project has a history of public outreach throughout the planning and design process.

Outreach Methods:

- Presentations were made to the Arlington County Bicycle Advisory Committee in December 2017 and the Crystal City Business Improvement District in January 2018 to solicit feedback on the proposed design.

- A public design workshop was held on January 31, 2018, at the Aurora Hills Branch Library with a comment period open through February 16, 2018.
- An open house was held on June 25, 2019, at the Aurora Hills Branch Library with on-line public feedback open until July 12, 2019.
- A virtual design public hearing was held on November 18, 2020; public comment was collected by phone, email, mail and in-person by appointment.
- A County website containing links to the design materials and the names of the project manager and media contact can be found on the Arlington County Public Website.

Community Feedback:

- The Project team has continued to respond to feedback regarding design and construction related issues.

FISCAL IMPACT: The proposed MOA does not impose any additional cost on the County, since no funds are required as offsetting compensation for the temporary construction access allowed under the DOD-WHS access permitting process. Under the FLAP agreement executed in October 2021, project costs are based on the current VDOT-approved estimate, and the County anticipates that construction costs will be covered by federal funding. In the event that total programmed FLAP funds are not sufficient to cover a final, approved award for the Project, then the County will provide additional local funding to address any shortfall.

**MEMORANDUM OF AGREEMENT BETWEEN
Arlington County, Virginia and
Department of Defense, Washington Headquarters Services**

regarding the

**CONSTRUCTION, AND MAINTENANCE OF ROADWAY AND ANCILLARY
IMPROVEMENTS ALONG ARMY NAVY DRIVE FROM SOUTH JOYCE STREET TO
12TH STREET SOUTH**

THIS MEMORANDUM OF AGREEMENT (“MOA”), is made and entered into this ___ day of _____, between Washington Headquarters Services (“**WHS**”), a Department of Defense (“DoD”) field activity responsible for managing and operating the “Pentagon Reservation” (defined below), and the County Board of Arlington County, Virginia, a body politic (Arlington County). WHS, DoD and Arlington County hereafter referred to individually as “Party” and collectively, as the “Parties”.

RECITALS

- A. Arlington County proposes improvements to Army Navy Drive, which involve multi-modal improvements to bicycle, transit, environmental, and pedestrian facilities, including a two-way protected bicycle lane facility, additional pedestrian crossings, a reduction in travel lanes, a rebuilt and replanted median, and the provision of updated traffic signal equipment and enhanced streetlights (the “Army Navy Drive Complete Streets Project” or “Project” as further defined below).
- B. Arlington County has developed a final design for the Army Navy Drive Complete Streets Project and presented such design and sought feedback at a Virtual Design Public Hearing on November 18, 2020, and Arlington County has completed the environmental analysis (associated with the National Environmental Policy Act) dated October 16, 2017.
- C. Arlington County has submitted 100 % design drawings for the Project to DoD/WHS. Arlington County is responsible for approving and authorizing the construction of said Project.
- D. Arlington County intends to deliver the Army Navy Complete Streets Project via a Design-Bid-Build Contract; under this Project delivery model, Arlington County will engage a construction contractor to construct the Army Navy Drive Complete Streets Project (to which WHS is not a party).
- E. Arlington County’s Contractor (as defined below) shall function as an AGENT of Arlington County (“Arlington County Agent(s)”) and as such will be delegated certain authorities within the scope of its contract with Arlington County, to act on

behalf of Arlington County in the execution of the Project.

- F. Arlington County staff, in conjunction with its Contractor, shall be responsible for coordination with DoD/WHs with respect to access permits for Work (as defined below) on the Property.
- G. Arlington County staff has determined that access to land in the southeast and southwest corners of the Hayes Street Parking Lot entrance, and the land in the southeast corner of the I-395 exit ramp and Hayes Street Parking Lot, located in Arlington County, Virginia, which the DoD owns, as shown in Attachment 1.14.1 as defined below, which is attached hereto and made a part hereof (hereinafter, the "Pentagon Reservation Property" or "Property"), is required for the construction of the Work.
- H. DoD/WHs shall allow construction of portions of the Army Navy Drive Complete Streets Project on the Pentagon Reservation Property and shall issue Arlington County appropriate access permits and appropriate property rights for facilities that Arlington County will own upon completion of construction. DoD/WHs will maintain below-mentioned portions of the Army Navy Drive Complete Streets Project that will be located on the Pentagon Reservation.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. DEFINITIONS.

- 1.1 Arlington County Agent – all entities engaged by or designated by Arlington County that are involved in construction of the Work, or inspection of the Work and shall include, but not be limited to, the Contractor and all of its subcontractors.
- 1.2 Army Navy Drive Complete Streets Project - Arlington County proposes improvements to the portion of Army Navy Drive between S Joyce Street and 12th Street South, which involve rebuilding Army Navy Drive within the existing Right-of-Way ("ROW") as a multi-modal complete street, constructing a two-way protected bicycle lane facility, constructing new pedestrian crossings, reducing the number of vehicle travel lanes, providing planted medians, and installing new signaling. One or more stormwater management facilities, utility relocations, replacement of existing drainage pipes and structures, lighting, and landscaping are all included in the scope of the project ("Project").
- 1.3 Contractor – the entity awarded a contract by Arlington County to construct the Project. The term "Contractor" also includes all subcontractors.
- 1.4 DoD - Department of Defense.

- 1.5 Inspectors – Virginia Department of Transportation (VDOT) inspectors and third-party inspectors engaged by Arlington County.
- 1.6 Maintenance – The term “maintenance” shall include all necessary upkeep and repair related to the physical condition of an item, as well as the upkeep and repair of any electrical or communications equipment necessary to make an item function properly.
- 1.7 Party or Parties – Arlington County or DoD/WHS, individually, or both of the foregoing collectively.
- 1.8 Pentagon – The headquarters of DoD.
- 1.9 Pentagon Force Protection Agency (PFPA) - Civilian defense agency within the Department of Defense with security, law enforcement, and force protection responsibilities at the Pentagon and other delegated facilities.
- 1.10 Pentagon Reservation – That area of land and improvements thereon, titled in the name of the United States of America, located in Arlington, Virginia, on which, among other things, the Pentagon and other related facilities are located.
- 1.11 Property – Area of land on the Pentagon Reservation, as depicted in Attachment 1.14.1, that Arlington County shall be given access to through the provision of temporary permits granted by DoD/WHS with access being revoked at the conclusion of the construction of the Army Navy Drive Complete Streets project.
- 1.12 WHS – The Washington Headquarters Services.
- 1.13 Work – The construction of the Army Navy Drive Complete Streets Project located within the boundary of the Pentagon Reservation Property.
- 1.14 The Attachments listed below are hereby incorporated into and made part of this MOA, and this MOA and the incorporated Attachments shall be the “Agreement Documents”:
 - 1.14.1 Project Design Docs/ scope of work
 - 1.14.2 DD Form 2798, Application/Permit Request for Use of Space on the Pentagon Reservation
 - 1.14.3 Pentagon Reservation Excavation Permit Application
 - 1.14.4 Pentagon Reservation Installation Application (RIA) Permit
 - 1.14.5 Communications Protocol
 - 1.14.6 Pentagon Exterior Standards Manual Final (Nov 2016)
 - 1.14.7 FSD Construction Management, General Requirements

1.14.8 Washington Headquarters Services Guidance Document for Land disturbing Activity Permit

2. PENTAGON RESERVATION IMPROVEMENTS, OWNERSHIP OF PERMANENT FACILITIES GRANT OF EASEMENTS FOR PERMANENT FACILITIES

- 2.1 The DoD/WHs has administrative jurisdiction and real property authority over a portion of the property on which the Army Navy Drive Complete Streets project described in Attachment 1.14.1 will be made. DoD/WHs will grant permits to Arlington County and/or the Arlington County Agents as and where necessary to complete the Work. Attachments 1.14.2, 1.14.3, and 1.14.4 are permits that may be necessary to complete the Work.
- 2.2 DoD/WHs will grant permanent easements to Arlington County for access, repair and maintain its facilities (as described in Section 4 below) once the Work is complete.

3. PROCEDURES DURING CONSTRUCTION.

- 3.1 For construction that will be conducted by Arlington County and/or the Arlington County Agents on the Pentagon Reservation Property, Arlington County agrees to require the Arlington County Agents to agree to follow Pentagon Reservation procedures for construction projects on the Pentagon Reservation. Requirements include obtaining Pentagon-specific permits and complying with all health and safety requirements set forth in EM 385-1-1, Department of the Army Safety and Health Requirements Manual, November 30, 2014. Attachment 1.14.7 contains the requirements for management of a construction project on the Pentagon Reservation. All Work must also comply with design requirements in Attachment 1.14.6. Arlington County and/or the Arlington County Agents must comply with DoD/WHs soil guidance, at Attachment 1.14.8, for any contaminated soil found during excavation. All structures to be installed on the Pentagon Reservation Property must comply with the Architectural Barriers Act.
- 3.2 Arlington County Agents are responsible for obtaining all necessary permits.
- 3.3 DoD/WHs shall assist Arlington County in its coordination with the National Capitol Planning Commission (NCPC), if necessary, for the Army Navy Drive Complete Street Project.
- 3.4 Arlington County agrees to have Arlington County Agents agree to comply with all applicable local rules and state and federal and laws regarding air quality, storm water, waste management, hazardous materials, and all other environmental requirements during construction.

- 3.5 Arlington County, on behalf of itself and the Arlington County Agents, agrees to comply with all rules for accessing the Pentagon Reservation, including but not limited to rules regarding badging, vehicular clearances, photo permits, and wireless equipment Reservation Installation Application (RIA) permits. The Parties agree that a Maintenance of Traffic plan ("MOT") has been submitted to DoD/WHS which includes a schedule, including lane closures/maintenance of traffic, material deliveries, emergency access, and construction activities to facilitate the Work. Issuance of any permit implies provisional acceptance of the MOT. Arlington County agrees that it will require the Arlington County Agents to not block access to the Property, and update the MOT, per attachment 1.14.5, to respond to project related traffic access, delays and congestion issues along Army Navy Drive and adjacent roadways throughout the duration of the project.
- 3.6 Arlington County Agents shall provide monthly progress schedules to DoD/WHS, per Attachment 1.14.5. during the course of the Project. Additionally, Arlington County Agents shall provide DoD/WHS with all information necessary to inform Pentagon employees about changes to the Work, per Attachment 1.14.5.
- 3.7 During the Work on the Pentagon Reservation, Arlington County's Agent shall hold bi-weekly progress meetings with WHS and DoD. Arlington County's Agent shall provide DoD/WHS with Work updates in the progress meeting and will send meeting minutes to DoD/WHS.
- 3.8 Arlington County and/or Arlington County's Agents shall notify PFPA when conducting Work on the Pentagon Reservation Property as described in Attachment 1.14.5. Arlington County Agents shall keep and provide DoD/WHS with an up-to-date list of individuals who will be working on the Pentagon Reservation Property. All individuals working on the Pentagon Reservation Property must be vetted by DoD/WHS, such vetting shall be in conformance with the Communications Protocol.
- 3.9 Army Navy Drive shall remain open during construction of the Project or an alternate and mutually agreed access to the Pentagon Reservation shall be provided. Access to all Pentagon Reservation parking areas will be maintained at all times.
- 3.10 The Arlington County Agent shall provide DoD/WHS with project inspection reports as needed, per Attachment 1.14.5. DoD/WHS retains the right to conduct inspections of the Work, as well as portions of the Army Navy Drive Complete Streets project that are not located on the Pentagon Reservation but could reasonably impact the Pentagon Reservation, to include safety inspections, and conduct periodic erosion and sediment control inspections during construction.

The Arlington County Agents will abide by the DoD/WHS construction

standards. Changes in the manner and/or scope of Work may be accomplished after execution of this agreement. In the event Arlington County wishes to initiate a change, it will do so by providing DoD/WHS with a written description of the change in the Work, including any delays in schedule. Notice will be provided in accordance with 8.13. The Parties shall work in good faith to respond to and agree to any proposed changes in the manner and/or scope of Work.

4. **REAL PROPERTY OPERATION AND MAINTENANCE**. Upon completion of the Work, the duty to operate, maintain, and repair of the Project Improvements will be as follows:

4.1 **Bus Facilities.**

Arlington County will own, operate, and be responsible for maintenance and repair of a concrete pad for a potential future bus shelter any bus shelter that may later be installed on said concrete pad, and associated amenities ("Bus Facilities"), excluding landscaping, located at Pentagon Parking Lots (Hayes Street, South Fern Street and South Eads Street parking lots). DoD/WHS agrees to grant Arlington County a permanent easement for the areas where the Bus Facilities are installed.

4.2 **Landscaping**

DoD/WHS will own, maintain, and repair any landscape plantings or planting materials, related hardscape or paving materials, and any related hardware, components, equipment, or systems installed on the Pentagon Reservation which are not included in the Bus Facilities.

4.3 **Maintenance of Utilities and Traffic Control Equipment.**

Arlington County will provide, pay for, own, maintain, and repair any electrical utilities and traffic control facilities related equipment for the Pentagon Reservation Work. DoD/WHS agrees to grant Arlington County a permanent easement for the areas that such electrical and traffic control facilities are installed.

4.4 **Warranties.**

Arlington County shall require that the Arlington County Agent provide a warranty against defects in material and workmanship on all construction of the Work for a period of one year after the date of final completion of the Army Navy Drive Complete Streets Project. Arlington County agrees to provide to DoD/WHS documentation the warranty of the Work and a point of contact for the Contractor for the warranty issues. DoD/WHS shall notify Arlington County of any claims under or issues relating to the warranty. Arlington County will have its Contractor to agree to commence any warranty work no later than thirty (30) days from the date on which DoD/WHS provides notice to Arlington County of any non-conforming work.

5. LAW ENFORCEMENT AND EMERGENCY MANAGEMENT.

5.1 DoD/WHS.

Arlington County and/or the Arlington County Agents' use of any property or equipment located on the Pentagon Reservation shall be subject to 32 CFR Part 234 (Conduct on the Pentagon Reservation). Arlington County and/or the Arlington County Agents' equipment may be subject to search by PFFA in emergency situations.

5.2 Law Enforcement.

Law enforcement and authority to enforce rules and regulations will follow procedures under current agreements between Arlington County and the PFFA.

5.3 Security Requirements

DoD/WHS and PFFA may limit construction activities, as needed, for security purposes. DoD/WHS shall, if able, provide notice to Arlington County and Arlington County Agents of such stoppages and shall make best efforts to limit the duration of any stoppage. In the event of an emergency, DoD/WHS retains the right to limit Arlington County access to the Pentagon Reservation.

6. DoD RETENTION OF RIGHTS.

Subject to this MOA, DoD/WHS will retain the right to use fully and enjoy the areas upon which the Work will be constructed.

7. DESIGN AND CONSTRUCTION OF PROJECT IMPROVEMENTS.

7.1 Description of Project Work.

Arlington County and/or the Arlington County Agents designed the Army Navy Drive Complete Streets Project to be located adjacent to the Pentagon Reservation, which design has been submitted to DoD/WHS. The Work on the Pentagon Reservation will be undertaken in conformance with the below.

7.2 Design.

7.2.1 Arlington County has prepared and submitted to DoD/WHS to , at its sole cost and expense, a maintenance of Traffic (MOT) plan. Arlington County shall, at its sole cost and expense, cause the Arlington County Agents to prepare the necessary plats of survey or metes and bounds descriptions of the areas to be occupied by the permanently installed traffic controls, equipment and bus facilities for

the purpose of obtaining permanent easements. Additionally, Arlington County, at its sole cost and expense, shall cause the Arlington County Agents to complete and submit a certified plat of survey or metes and bounds description of the property rights including all proposed permanent easements requested for the Army Navy Drive Complete Streets Project. The plat of survey and metes and bounds description shall be prepared by a surveyor registered in the Commonwealth of Virginia.

- 7.2.2 If requested, DoD/WHS will release information regarding the location of utilities and other underground assets, where known, to Arlington County and/or the Arlington County Agents for the sole purpose of construction of the Project Improvements. Such information shall be considered "controlled unclassified information" and shall not be distributed to any entity not directly involved in the Work. Arlington County agrees, on behalf of itself and the Arlington County Agents, to safeguard information marked "controlled unclassified information" as required by United States government policy, specifically 32 CFR Part 2001 and Department of Defense Manual Number 5200.01, Volume 4. Arlington County and the Arlington County Agents shall include in all contracts related to the Work the following provision: "Documents marked 'controlled unclassified information' must be protected and not shared with any individuals or entities not directly involved in the construction. DOCUMENTS MARKED CONTROLLED UNCLASSIFIED INFORMATION MAY BE EXEMPT FROM PRODUCTION UNDER THE FEDERAL FREEDOM OF INFORMATION ACT (5 U.S.C. 552, as amended) AND THE VIRGINIA FREEDOM OF INFORMATION ACT (Code of Virginia (1950) § 2.2-3700 et seq., as amended) AND SHALL BE LABELED AS SUCH."
- 7.2.3 For construction on the Pentagon Reservation, DoD/WHS shall review and approve Arlington County and/or Arlington County's Agent's overall project health and safety plan. Review and approval will be limited to whether the submitted health and safety plan complies with EM 385-1-1, Department of the Army Safety and Health Requirements Manual, November 30, 2014.

7.3 Construction Activities.

Arlington County or the Arlington County Agents shall, at its sole cost and expense:

- 7.3.1 Design and construct improvements within the limits of the Access Permit granted by DoD/WHS, including signage, lighting, landscaping and fencing, consistent with DoD/WHS, and Arlington County design standards.
- 7.3.2 Install and maintain necessary safety and other barriers to protect

Arlington County facilities, patrons, Arlington County employees, agents, contractors, and licensees;

7.3.3 If necessary, hire registered surveyors to mark all utilities located in the field prior to beginning construction;

7.3.4 Obtain all permits necessary for the construction of the Work;

7.3.5 Submit an Electronic Documentation Systems ("EDS") Compliant as-built set to DoD/WHs after construction completion.

7.4 Costs.

Arlington County and/or Arlington County Agents will bear the costs of the Work. Arlington County Agents shall repair and/or replace in-kind any DoD/WHs facilities directly impacted by the Army Navy Drive Complete Streets Project, except as otherwise shown in the final plans for the Work. Responsibility for ownership and maintenance of any installed or repaired facilities shall be in accordance with Paragraph 4 of this MOA.

8. OTHER PROVISIONS.

8.1 Effective Date and Termination.

This MOA shall become effective upon the signature of DoD/WHs and Arlington County. This MOA may be terminated without cost or liability at any time by either DoD/WHs or Arlington County upon ninety (90) days prior written notice to the other Party. However: the rights granted by DoD/WHs to Arlington County and the Arlington County Agents to perform the Work upon completion of the Army Navy Drive Complete Streets project shall survive termination of this MOA and as further documented in the permanent easements granted to Arlington County as noted above.

8.2 Liability.

Each Party shall be responsible for its own actions and shall in no way assume any responsibility for or provide indemnification for the actions of other Party, their officers, agents, employees or contractors for or against any damages, actions or costs of any name or destruction arising from or caused by any acts or activities performed in connection with this MOA. Each Party shall be responsible for its own negligence, to the extent permitted by applicable law. This shall not be considered a waiver of sovereign immunity for the Parties.

8.3 Litigation.

To the extent that the Parties are aware, the Parties agree that each shall promptly notify the other in writing if a lawsuit is brought against one of them for any matter related to the subject matter of this MOA.

8.4 Notice of Material Breach.

8.4.1 In the event that any Party to this MOA asserts that there has been

a material breach by another Party of its responsibilities under this MOA, the Party asserting material breach, that is, a breach that makes it impossible to perform under the MOA, shall have a duty to provide the other Party with written notice stating the nature of the alleged breach.

8.4.2 The notice shall specifically state the nature of the material breach and shall provide the allegedly breaching Party a reasonable period of time within which to correct the alleged breach, but in no event less than thirty (30) calendar days.

8.4.3 Should any alleged material breach not be corrected within the time specified in 8.4.2, any Party to this MOA may invoke non-binding dispute resolution procedures.

8.5 Damages.

In no event shall either Party be liable to the other Party for any indirect, special, or consequential damages, lost profits or lost data arising out of or related to this MOA, including the performance or breach thereof, the services provided or failed to be provided, or any delay, non-delivery, wrong delivery or service interruption, whether or not caused by the negligence of a Party or its officers, agents, employees, or contractors.

8.6 Resolution of Disputes; Alternative Dispute Resolution ("ADR"); Court Jurisdiction; Governing Law.

8.6.1 **Resolution of Disputes:** This MOA shall be governed by the laws of the Commonwealth of Virginia except where preempted by federal law. Any dispute between the parties arising out of this MOA may be disposed of by the parties by written agreement and/or amendment of this MOA. If the parties cannot resolve the dispute, then the Party seeking a resolution shall provide written notice of the nature of the dispute and the issue(s) to the other Party. The other Party may respond within thirty (30) days after receipt of such notice. If the dispute is not resolved within thirty (30) days after receipt of such notice, the dispute may be resolved by the parties' executives or their respective designees, or as discussed below in Section 9.6.2.

8.6.2 **ADR:** Absent resolution, the Parties agree to pursue any type of non-binding alternative dispute resolution procedure which appears to have a likelihood of successfully resolving any dispute.

8.6.3 **Court Jurisdiction:** If any Party asserts a legal challenge against the other under this MOA, such challenge shall be filed in the United States District for the Eastern District of Virginia.

8.7 Assignment.

This MOA shall not be assignable by any Party without the prior written consent of the other Party.

8.8 Modifications.

Changes to this MOA may only be made by written, mutual agreement of the Parties.

8.9 Entire Agreement.

This MOA contains the entire agreement between the Parties with respect to the matters addressed herein and shall not be amended or modified in any manner except by an instrument in writing executed by the Parties as an amendment to this MOA.

8.10 Invalid or Unenforceable Term.

If any provision of this MOA or the application to any person or situation shall be held invalid or unenforceable, the remainder of this MOA and the application of such provision to persons or situations other than those held invalid or unenforceable shall not be affected and shall continue valid and be enforced to the fullest extent permitted by law provided that to do so does not cause this MOA to fail of its essential purposes.

8.11 Authority.

The undersigned individuals represent that they have the requisite authority to enter into this MOA on behalf of DoD/WHS and Arlington County, respectively, and to bind DoD/WHS and Arlington County hereby.

8.12 Counterparts.

This MOA may be signed in counterparts, each constituting an original. Photocopies or facsimile transmissions of signatures shall be deemed original signatures and shall be fully binding upon the Parties to the same extent as original signatures.

8.13 Notices and Invoices.

Notices under this MOA shall be in writing and shall be made or sent to the following (otherwise, all communications among Arlington County or the Arlington County Agents and DoD/WHS will be governed by Attachment 1.11.3):

If to Arlington County:

Mark E. Dennis, PLA, AICP.
Capital Projects Management
Transportation Planning Division
Arlington County, Department of Environmental Services
Email: medennis@arlingtonva.us
Phone: 703-228-3916

With a copy to:

Real Estate Bureau Chief
Arlington County, Department of Environmental Services
2100 Clarendon Boulevard, Suite 800
Arlington, VA 22201

County Board of Arlington County, Virginia
2100 Clarendon Blvd., Suite 302
Arlington, VA 22201
Attn: County Manager

If to WHS:

Program Manager
Engineering Architectural Division (EAD)
Facilities Services Division
matthew.j.muhlenkamp.civ@mail.mil
100 Boundary Channel Drive
Arlington, VA 22202

With a copy to:

Director, Pentagon Services Division (PSD)
Department of Defense
Washington Headquarters Services
Michael.a.Jarrell8.civ@mail.mil
1155 Defense Pentagon
Room 3B139A
Washington, D.C. 20301-1155

Pentagon Building Management Office (PBMO)
Building Manager
robert.h.candido.civ@mail.mil
Room 2E1040
Washington D.C. 20301-1155
Special Events

Office of General Counsel (OGC)
General Counsel
lisa.a.wischkaemper.civ@mail.mil
Room 2E1035
1155 Defense Pentagon
Washington, D.C. 20301

8.14 Anti-Deficiency.

It is expressly understood that the ability of DoD/WHS and Arlington County to carry out their obligations under this MOA is subject to the availability of funds. Nothing in this MOA shall be interpreted in a manner that would cause a violation of the Antideficiency Act.

8.15 Successors and Assigns.

This MOA shall inure to the benefit of and be binding upon the Parties hereto, their agents, successors, and assigns. There are no intended third party beneficiaries to this agreement.

8.16 Recitals.

The Recitals are incorporated herein as substantive provisions of this MOA.

8.17 Force Majeure.

If any Party is delayed, hindered or prevented from performing any act or thing required to be performed pursuant to the terms of this MOA because of strikes, lockouts, casualties, acts of God, labor troubles, material shortages, riots, insurrections, pandemic, war or other causes beyond its reasonable control, then the performance of such act or thing shall be excused for the period of delay and time for performance of any act or thing shall be extended for a period equivalent to the period of such delay.

[Signatures appear on following pages.]

IN WITNESS WHEREOF, the parties hereto have caused this MOA to be executed by their proper and duly authorized officers, on the day and year first written above.

DEPARTMENT OF DEFENSE

By: _____

Paul G. McMahon
Acting Director, Facilities Services
Division (FSD)

Date: 11/30/21

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

County of Arlington

By: _____

Mark A. Schwartz
County Manager

Date: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Communications Protocol Document

This Communications Protocol (Protocol) has been developed to facilitate communications between the parties as it relates to the Army Navy Drive Complete Streets Project as set forth in the Memorandum of Agreement (MOA) to which this Communications Protocol will be appended. This Communication Protocol contains protocols for the construction phases of the project. Defined terms in the MOA are incorporated herein. In the event of a conflict between this Protocol and the MOA, the MOA shall supersede this Protocol.

1. Construction Phase

The following protocols will be utilized during the construction of the Army Navy Drive Complete Streets Project

1.1 Personnel approved for access/Changes in Personnel

All persons requiring access to the Pentagon Reservation to perform any work associated with the Army Navy Drive Complete Streets Project must be pre-approved for access by Pentagon Force Protection Agency (PFPA). For pre-approval, Arlington County's Contractor shall submit the name, date of birth, driver's license number and state, and social security number s to PFPA point of contact (POC) in conjunction with the three-week look ahead schedule. Approved personnel will be added to a master list.

In the event of any additions or deletions of personnel to the master list each concerned party (Arlington County and any contractor or subcontractors) will provide a complete updated personnel list to PFPA's POC for submission to PFPA for approval. On the updated list, the changes are to be highlighted to facilitate identification of the changes. An updated list should be provided at least 72 hours prior to the request for the additional personnel to access the Pentagon Reservation. Deletions to the master list must be provided to PFPA's POC as soon as they are made.

PFPA's POC shall communicate to Arlington County' Contractor approval, or if applicable, denial, of the request for personnel to access the Pentagon Reservation as determined by PFPA through the clearance process. Such approval shall be granted or denied and communicated to Arlington County's Contractor within 5 business days.

1.2 Primary Points of Contact

The primary points of contact for each party are included in Attachment A, appended to this document.

This list shall be updated and redistributed as necessary throughout the life of the project, with updates provided to PSD's POC. Unless otherwise noted in this document, all notifications and approvals shall be directed to these primary points of contact.

1.3 Advance notification prior to accessing Pentagon Reservation

Prior to accessing the Pentagon Reservation to perform any Work associated with the Army Navy Drive Complete Streets Project, advance notification shall be provided to PFPA's POC the minimum number of days, as noted below, in advance of the desired access date noted below PFPA's POC based on the type of impact. For continuous operations (for example, consecutive nights) one prior notice for the entire operation will suffice. No access shall be allowed prior to receipt of confirmation from PFPA's POC.

1.3.1 Bi-Weekly Progress Meeting for Work

PSD's POC (WHS) will coordinate bi-weekly progress meetings with Arlington County's Contractor and the construction manager(s) to discuss scheduling and ongoing or upcoming impacts to critical path activities on the Pentagon Reservation. Progress meetings may be held via teleconference or other similar technology. The bi-weekly progress meeting will address the status of safety inspections and reports, RFIs, quality control and submittals, and work schedules and delays. Inspections of critical elements will also be scheduled during this meeting. Prior to each bi-weekly progress teleconference, Arlington County's Contractor will provide PSD's POC (WHS) the three-week look-ahead schedule.

In addition to regular progress meetings, Arlington County's Contractor will provide PSD's POC (WHS) a monthly progress schedule. In addition to regular progress meetings, Arlington County's Contractor shall provide a thirty-day initial advance notice prior to commencing the Work on the Pentagon Reservation.

1.3.2 Work with no changes in impacted areas (ongoing work in already impacted area)

Arlington County's Contractor will provide an anticipated schedule of Work via the three-week look ahead at the bi-weekly progress meeting. Any variances to the Work schedule provided in the bi-weekly progress meeting should be communicated to the Pentagon Operations Center and the Building Operations Command Center 24 hours in advance of the variance. Variances include working when not previously scheduled and not working when scheduled. No advance notice is required to work in already impacted areas if such Work is consistent with the Contractor's provided schedule. Changes to the three-week look ahead should be transmitted to PSD's POC, the Pentagon Operations Center, and the Building Operations Command Center as soon as they are known.

1.3.3 Changes in impacted areas (new areas to be impacted / previously impacted areas returned to DoD/WHS for use)

The minimum advanced notification required for already permitted Work in areas not previously impacted by ongoing Work shall be 30 days in advance of the desired access date.

1.3.4 Changes to traffic patterns/available parking/roadway closures

The minimum advanced notification required for work requiring changes to existing traffic patterns, available parking, or roadway closures shall be at least twenty-one days in advance of the desired access date, provided to the PSD POC. In order to reduce adverse impacts to security, the MOT plan is subject to review and revision pending WHS approval. Identified changes to the MOT shall be communicated to the WHS PSD POC as soon as practicable, or 14 days in advance of the change.

1.3.5 Outages Necessary to Complete Work

If an outage to any utility is needed or requested to complete the work, such outage must be requested at least three weeks in advance. Requests must be made at the Pentagon's weekly Tuesday outage meeting and attendance can be coordinated either through the Building Operations Command Center or by contacting one of the Pentagon Building Management Office POCs.

1.4 Daily Access to the Pentagon Reservation

Once prior approval has been received for access, no additional daily check-in procedure will be required. All persons accessing the Pentagon Reservation to perform Work shall have a valid form of identification at all times. Crew supervisors accessing the Pentagon Reservation to perform work related to the Army Navy Drive Complete Streets Project shall have the following with them at all times:

- a copy of the approved Use of Space permit. ,
- a copy of any other specific permit relating to the work being performed, and

1.5 Monthly Construction Inspection Reports

For Work performed on Pentagon Reservation property, a monthly construction inspection report will be provided to PSD's POC to ensure safety standards are met.

1.6 Notice of Completion

When the Design-Build Contractor is ready for final review and acceptance of the work on the Pentagon Reservation, notification is to be provided to PSD's POC. Upon receipt of this notice of completion, the DoD/WHS will conduct a final review of the work and either advise of any observed deficiencies from what is what is specified in the construction contract documentation, or provide appropriate notice of acceptance to Arlington County.

1.7 DoD/WHS construction review

1.7.1 Notification of concerns and issues

With the exception of life-threatening situations or urgent safety concerns, any concerns or issues resulting from review of the active work site will be routed through EAD's POC. All such comments will receive due consideration and an appropriate response will be returned to Arlington County.

1.8 DOD Inspection of Work

DoD/WHS may conduct a final review of the Work and either advise of any observed deficiencies from what is what is specified in the construction contract documentation for Work on the Pentagon Property,

DoD/WHS construction review

1.8.1 Notification of concerns and issues

With the exception of life-threatening situations or urgent safety concerns, any concerns or issues resulting from review of the active work site will be routed through EAD's POC. All such comments will receive due consideration and an appropriate response will be returned to Arlington County.

1.9 Incident Notification Procedure

All emergency response type calls made from a cell phone while on the Pentagon Reservation must use the Pentagon Force Protection Agency (PFPA) emergency number of (703) 697-1001. All emergency response must be coordinated with PFPA. Use of 911 for emergency response while performing work on the Pentagon Reservation is not recommended.

In the event an incident occurs on the Pentagon Reservation property, refer to the Emergency Contact List in Attachment A.

The Pentagon Force Protection Agency will respond to all incidents that occur on the Pentagon Reservation. For incidents occurring outside of the Pentagon Reservation, Arlington County Police should be called to respond. Law enforcement and authority to enforce rules and regulations will follow procedures under current agreements between Arlington County and the PFFA

1.10 Signage and notifications

Arlington County's Contractor will be responsible for erecting, maintaining and removing all temporary traffic control required for the construction of the Work for Army Navy Drive Complete Streets Project.

Any internal DoD/WHS notifications, such as advisories of coming changes, will be the responsibility of DoD/WHS.

Attachment A: Points of Contact

Pentagon Services Division (PSD):

Michael Jarrell (Transportation)
571-372-0904
michael.a.jarrell8.civ@mail.mil

Hugh McGloin (Transportation Program Manager)
703-697-1850
hugh.m.megloin.civ@mail.mil

Pentagon Building Management Office (PBMO):

Robert Candido (Building Manager)
703-697-7351
robert.h.candido.civ@mail.mil

Thomas Boardman (Horticulturist)
703-614-4638
thomas.d.boardman.civ@mail.mil

PBMO Special Events Mailbox
whs.pentagon.fsd.mbx.pbmo-special-events@mail.mil

Engineering and Architecture Divisions (EAD):

Matthew Muhlenkamp (Structural Engineering Lead)
703-695-3257
matthew.j.muhlenkamp.civ@mail.mil

Construction Permitting General Mailbox
whs.pentagon.fsd.mbx.construction-permits@mail.mil

Office of the General Counsel (OGC):

Lisa Wischkaemper (OGC, Legal)
lisa.a.wischkaemper.civ@mail.mil

Real Property:

Todd Laging (Real Property Program Manager)
703-571-1775
todd.r.laging.civ@mail.mil

Bill Oliver (Real Property Specialist)

703-695-6786

william.h.oliver85.civ@mail.mil

Facilities Services Division (FSD):

Brian King (Environmental Engineer)

703-614-3658

brian.r.king.civ@mail.mil

Allan Obaldo (eFIC Operation Manager)

703-614-1322

allan.n.obaldo.civ@mail.mil

Jillianne Mattox (eFIC Operation Manager)

jillianne.l.mattox.civ@mail.mil

Brendan Wilson (Engineering Architecture Division, EAD)

{Excavation permits}

brendan.l.wilson2.civ@mail.mil

Safety and Compliance Division:

Brian Ringwelski (Safety and Compliance, Fire Protection Engineer)

703-695-3459

brian.a.ringwelski.civ@mail.mil

Jacob Morton (Radiological Defense Chief)

jacob.b.morton.mil@mail.mil

703-695-3672

Pentagon Force Protection Agency (PFPA):

Ronald Wilkins (Pentagon Force Protection Agency)

571-256-4286

ronald.s.wilkins2.civ@mail.mil

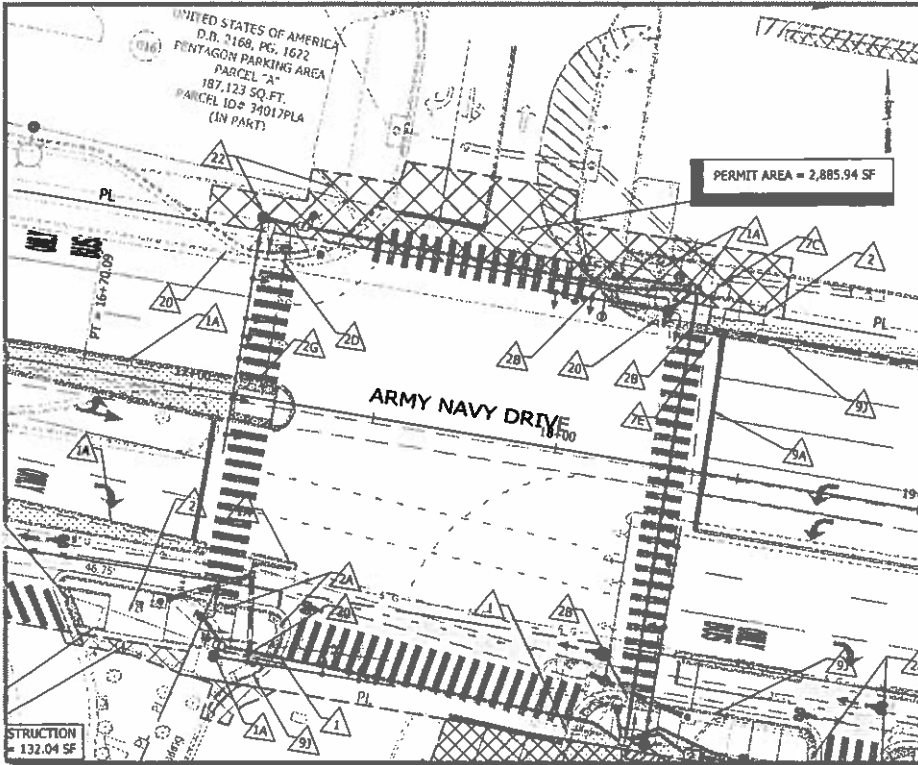
Henry Woods (Pentagon Force Protection Agency)

571-372-5645

henry.f.woods2.civ@mail.mil

Other:

Pentagon Operations Center Non-Emergency (POC)



CONSTRUCTION LEGEND
[Cross-hatched box] = PERMIT AREA
PL = PROPERTY LINE

CONSTRUCTION NOTES

- 1 PROP CURB AND GUTTER (C-2) ARL STD (R-2.0)
- 1A PROP HEADER CURB (C-3) ARL STU (R-2.0)
- 2 PROP SIDEWALK ARL STD (R-2.0)
- 2B PROP MODIFIED RAMP (CG-12B) VDOT ROAD & BRIDGE STANDARDS (203.07) SEE CURB RAMP DETAIL SHEET
- 2D PROP RAMP (CG-12A) VDOT ROAD & BRIDGE STANDARDS (203.06) SEE CURB RAMP DETAIL SHEET
- 2E PROP MEDIAN (CG-12) VDOT ROAD & BRIDGE STANDARDS (204.05)
- 7C CONNECT PROPOSED PIPE TO EXISTING STRUCTURE PER ARL CONSTR SPEC 02500 - 3.5
- 7D ABANDON EXISTING STRUCTURE PER ARL CONSTR SPEC 02500 - 3.5
- 7E REMOVE EXISTING STRUCTURE PER ARL CONSTR SPEC 02500 - 3.5
- 9A PROP PRECAST MANHOLE M11-2, VDOT ROAD & BRIDGE STANDARDS (108.07)
- 9J PROP STANDARD CURB DROP INLET DI-3B, VDOT ROAD & BRIDGE STANDARDS (104.09)
- 9K PROP STANDARD CURB DROP INLET DI-3C, VDOT ROAD & BRIDGE STANDARDS (104.09)
- 20 TRAFFIC SIGNAL POLE FOUNDATION
- 22 PEDESTRIAN PUSH BUTTON POLE

ARLINGTON
VIRGINIA

DEPARTMENT OF ENVIRONMENTAL SERVICES
FACILITIES & INFRASTRUCTURE DIVISION
CONSTRUCTION SECTION
4300 SAMPSON DRIVE SUITE 211
ARLINGTON VA 22201
PHONE 703.226.3438
FAX 703.226.3436

APPROPRIATE AGENCIES MUST BE NOTIFIED IN WRITING FOR ALL RIGHTS RESERVED

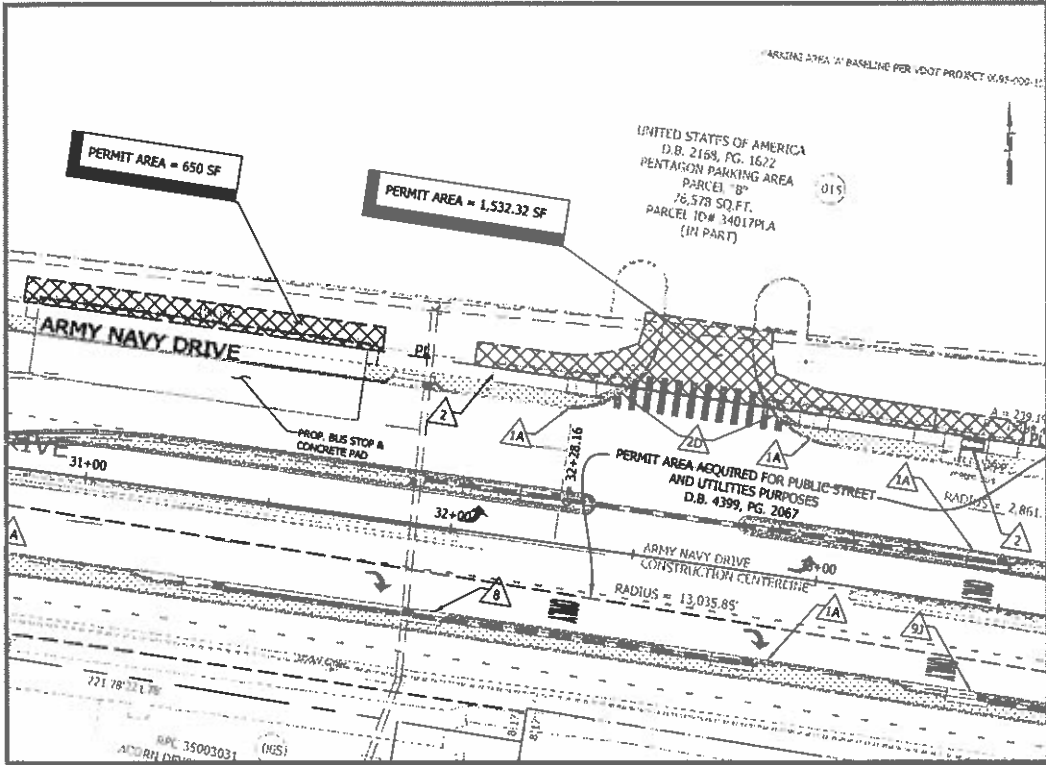
Date	Revised

PARTIAL PLAN VIEW OF
TEMPORARY CONSTRUCTION
EASEMENT PLAN
ARMY NAVY DRIVE
SOUTH HAYES STREET LOT
PARCEL 'A' - 1"
CP01

Drawn by JEF
Checked by JEF
Reviewed by JEF



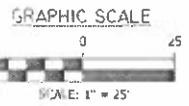
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CONSTRUCTION LEGEND
 = PERMIT AREA
 = PROPERTY LINE

CONSTRUCTION NOTES

- 1 PROP CURB AND GUTTER (C-2) ARL STD (R-2.0)
- 1A PROP HEADER CURB (C-3) ARL STD (R-2.0)
- 2 PROP SIDEWALK ARL STD (R-2.0)
- 2B PROP MODIFIED RAHP (CG-12B) VDOT ROAD & BRIDGE STANDARDS (201.07) SEE CURB RAMP DETAIL SHEET
- 2C PROP RAMP (LG-12A) VDOT ROAD & BRIDGE STANDARDS (201.06) SEE CURB RAMP DETAIL SHEET
- 2D PROP MEDIAN (CG-12) VDOT ROAD & BRIDGE STANDARDS (204.05)
- 7C CONCRET PROPOSED PIPE TO EXISTING STRUCTURE PER ARL CONSTR SPEC 02505 - 3.5
- 7D ABANDON EXISTING STRUCTURE PER ARL CONSTR SPEC 02500 - 3.5
- 7E REMOVE EXISTING STRUCTURE PER ARL CONSTR SPEC 02500 - 3.5
- 9A PROP PRECAST MANHOLE MH-2, VDOT ROAD & BRIDGE STANDARDS (106.07)
- 9J PROP STANDARD CURB DROP INLET DI-3B, VDOT ROAD & BRIDGE STANDARDS (104.09)
- 9K PROP STANDARD CURB DROP INLET DI-3C, VDOT ROAD & BRIDGE STANDARDS (104.09)
- 70 TRAFFIC SIGNAL POLE FOUNDATION
- 22 PEDESTRIAN PUSH BUTTON POLE



ARLINGTON
VIRGINIA

DEPARTMENT OF ENVIRONMENTAL SERVICES
 FACILITIES & ENGINEERING DIVISION
 2700 CLAYBANK ROAD, SUITE 101
 FALLS CHURCH, VA 22044
 PHONE: 703.241.8679
 FAX: 703.241.1046

CONTRACT # 2011 AR-0017-0002
 VDOT 101-001-0001-0002

Sheet: _____ of _____

Project: AR-0017-0002

Contract: 2011 AR-0017-0002

Revision: _____

**PARTIAL PLAN VIEW OF
 TEMPORARY CONSTRUCTION
 LASEMENT PLAN**

ARMY NAVY DRIVE

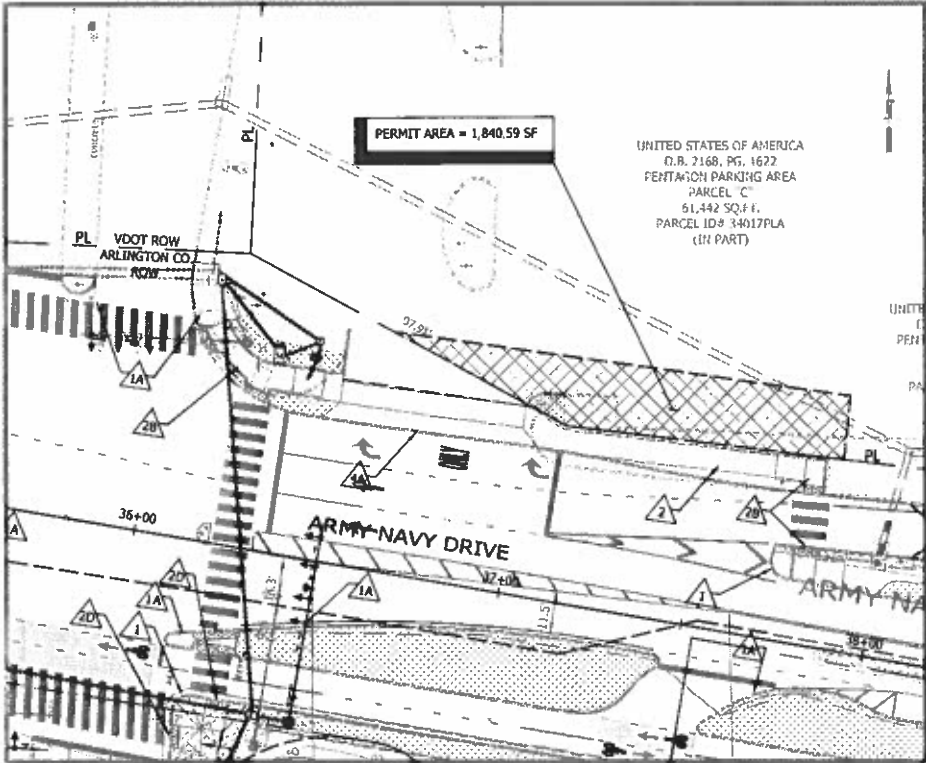
**SOUTH FERN STREET LOT
 PARCEL "B"**

CP01

Drawn by: JFD
 Checked by: JFD
 In-charge: JFD

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 User: jfd

Rev. 09/29/2011
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UNITED STATES OF AMERICA
D.B. 2168, PG. 1622
PENTAGON PARKING AREA
PARCEL "C"
51,442 SQ.F.F.
PARCEL ID# 34017PLA
(IN PART)

PERMIT AREA = 1,840.59 SF

CONSTRUCTION NOTES

- ▲ 1 PROP CURB AND GUTTER (C-2) ARL STD (R-2.0)
- ▲ 1A PROP HEADER CURB (C-3) ARL STD (R-2.0)
- ▲ 2 PROP SIDEWALK ARL STD (R-2.0)
- ▲ 2B PROP MOBILE RAMP (CG-12) VDOT ROAD & BRIDGE STANDARDS (203.07) SEE CURB RAMP DETAIL SHEET
- ▲ 2C PROP RAMP (CG-12A) VDOT ROAD & BRIDGE STANDARDS (203.06) SEE CURB RAMP DETAIL SHEET
- ▲ 2D PROP MEDIAN (CG-12) VDOT ROAD & BRIDGE STANDARDS (204.05)
- ▲ 2E PROP COMMERCIAL CONCRETE DRIVEWAY ENTRANCE (STANDARD) ARL STD (R-2.4A)
- ▲ 2F ABANDON EXISTING STRUCTURE PER ARL CONSTR SPEC 02500 - 3.5
- ▲ 2G REMOVE EXISTING STRUCTURE PER ARL CONSTR SPEC 02500 - 3.5
- ▲ 2H PROP PRECAST MANHOLE MH-2, VDOT ROAD & BRIDGE STANDARDS (106.07)
- ▲ 2I PROP STANDARD CURB DROP INLET DI-3B, VDOT ROAD & BRIDGE STANDARDS (104.09)
- ▲ 2J PROP STANDARD CURB DROP INLET DI-3C, VDOT ROAD & BRIDGE STANDARDS (104.09)
- ▲ 2K TRAFFIC SIGNAL POLE FOUNDATION
- ▲ 2L PEDESTRIAN PUSH BUTTON POLE

ARLINGTON
VIRGINIA

DEPARTMENT OF ENVIRONMENTAL SERVICES
2100 SULLY ROAD SUITE 500
ARLINGTON, VA 22204
TEL: 703.246.3400
FAX: 703.246.3400

CONSTRUCTION OF THE SOUTH EADS STREET LOT
SPRINGFIELD, ARK. RIGHTS RESERVED

Task	Start Date	End Date

CONSTRUCTION LEGEND
 [Cross-hatched pattern] = PERMIT AREA
 PL = PROPERTY LINE

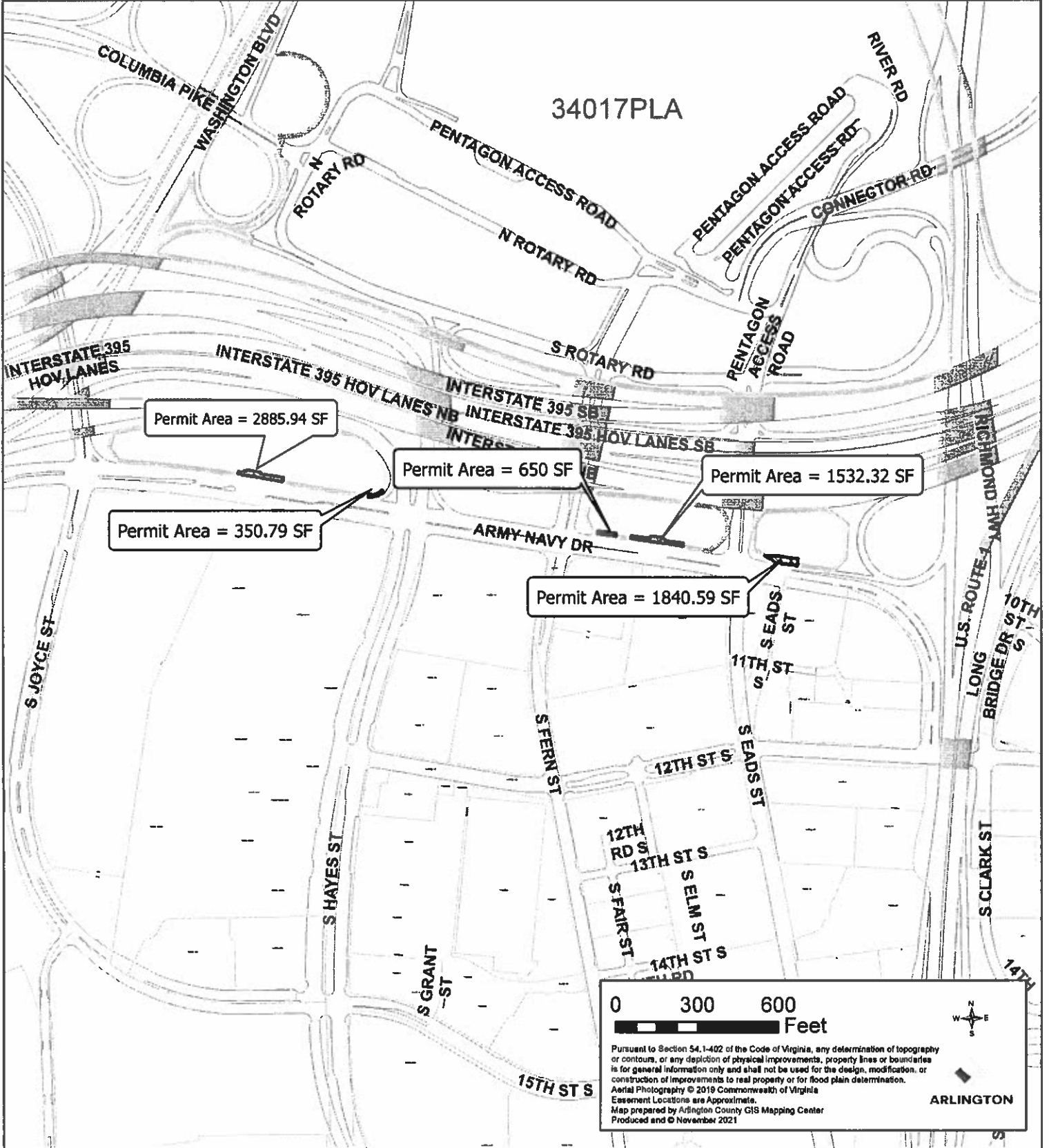


**PARTIAL PLAN VIEW OF
TEMPORARY CONSTRUCTION
EASEMENT PLAN**

ARMY NAVY DRIVE
SOUTH EADS STREET LOT
PARCEL "C"
CP01

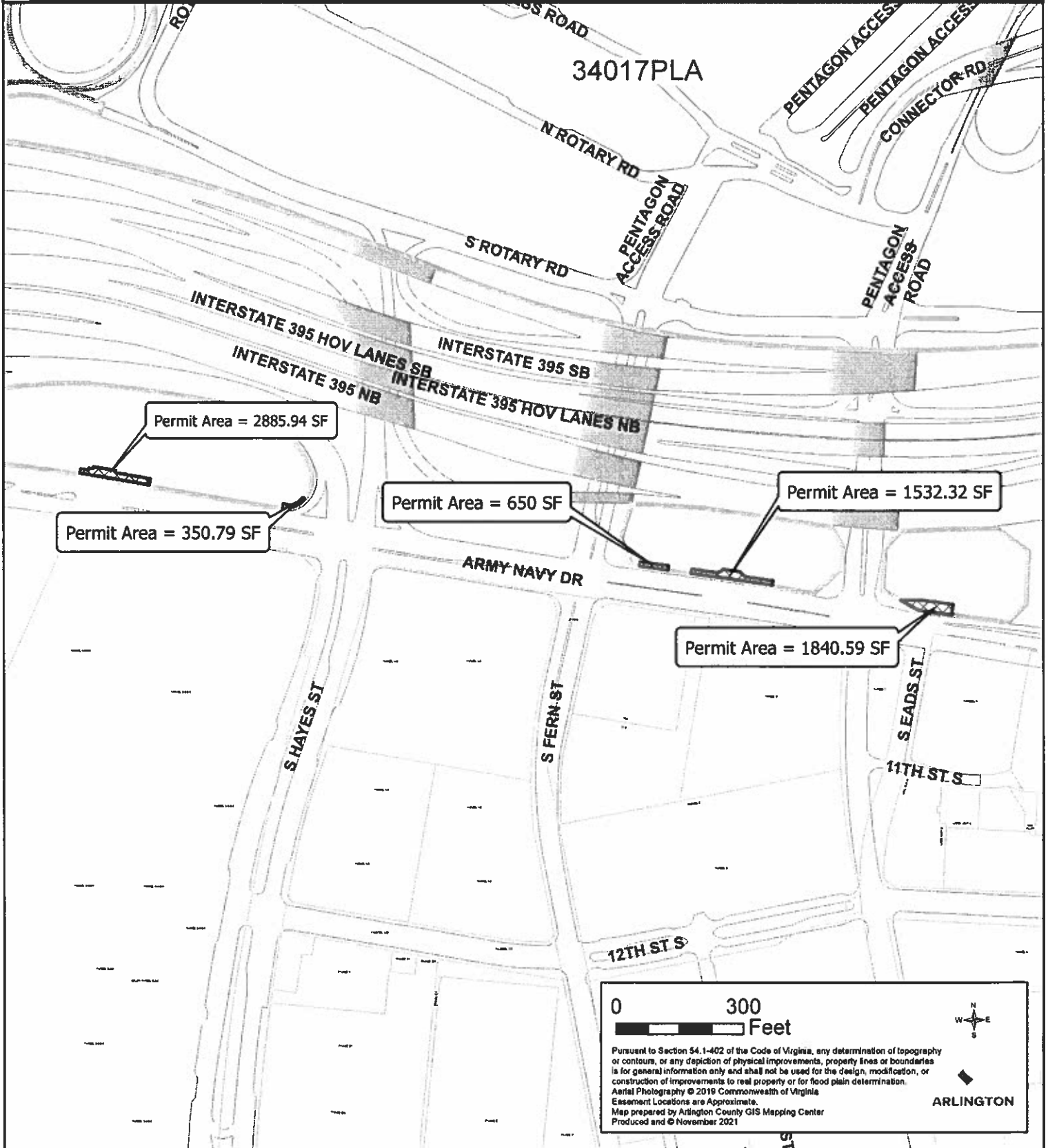
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Checked by: JRM
Reviewed by: JRM
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 Plot date: 08/01/2011
 Scale: 1" = 25'

Vicinity Map
 The Pentagon
 Parcel A-1 & A-2 South Hayes Street Lot
 Parcel B South Fern Street Lot
 Parcel C South Eads Street Lot
 RPC# 34017PLA



Vicinity Map
The Pentagon
Parcel A-1 & A-2 South Hayes Street Lot
Parcel B South Fern Street Lot
Parcel C South Eads Street Lot
RPC# 34017PLA

Vicinity Map 2



0 300 Feet

Pursuant to Section 54.1-402 of the Code of Virginia, any determination of topography or contours, or any depiction of physical improvements, property lines or boundaries is for general information only and shall not be used for the design, modification, or construction of improvements to real property or for flood plain determination. Aerial Photography © 2019 Commonwealth of Virginia. Easement Locations are Approximate. Map prepared by Arlington County GIS Mapping Center. Produced and © November 2021

ARLINGTON

Vicinity Map
The Pentagon
Parcel A-1 & A-2 South Hayes Street Lot
Parcel B South Fern Street Lot
Parcel C South Eads Street Lot
RPC# 34017PLA

