

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
ARLINGTON COUNTY, VIRGINIA
AND
THE CITY OF ALEXANDRIA, VIRGINIA
FOR MAINTENANCE, INSPECTION AND REHABILITATION OR REPLACEMENT
OF THE FOUR MILE RUN BRIDGES**

This Intergovernmental Agreement (the “Agreement”), is entered into this _____ day of _____, 2020, by and between the Arlington County Board of Arlington County, Virginia (“Arlington”) and the City Council of Alexandria, Virginia (“Alexandria”), both political subdivisions of the Commonwealth of Virginia, who may be referred to individually as a “Party” and together are referred to as the “Parties.”

RECITALS

WHEREAS, there are five (5) bridges that carry roadways across the interjurisdictional boundary of Arlington County and the City of Alexandria in Four Mile Run as shown in Exhibit A: West Glebe Road bridge, Arlington Ridge Road bridge, Shirlington Road bridge, Route 1 bridge, and Potomac Avenue bridge (collectively “the Bridges”) that both jurisdictions have agreed to consider as part of this Agreement; and

WHEREAS, the Bridges benefit the residents, travelers, and businesses in Alexandria, Arlington, and the region. Another bridge, the Potomac Yard Park bridge, conveys no vehicular or pedestrian traffic and currently serves as open space and connects property on both sides of the bridge that is owned by Alexandria and is therefore excluded from this Agreement; and

WHEREAS, the Potomac Yard Park bridge is not a transportation bridge, but is an open space area to be developed in to a park area as part of Alexandria's Potomac Yard development and therefore is excluded from this Agreement; (whose jurisdiction the land on either side of 4MR is irrelevant).

WHEREAS, the West Glebe Road, Arlington Ridge Road, and Shirlington Road bridges are in Arlington’s inventory; and

WHEREAS, the Route 1, and Potomac Avenue bridges are in Alexandria’s inventory; and

WHEREAS, Arlington has maintained West Glebe Road bridge, Arlington Ridge Road bridge, and Shirlington Road bridge for a number of years; and

WHEREAS, Alexandria has maintained Route 1 bridge, and Potomac Avenue bridge for a number of years; and

WHEREAS, Route 1 is part of the federal National Highway System (NHS), and the Route 1 bridge is maintained by Alexandria and the roadway is maintained by the Virginia Department of Transportation (“VDOT”) on the north side and Alexandria on the south side.; and

WHEREAS, for a number of years Alexandria has been responsible for snow plowing and clearing of all of the Bridges, except Shirlington Road; and

WHEREAS, there has been a history of 50/50 cost sharing, without written agreement, between the Parties for construction and rehabilitation of the West Glebe and Arlington Ridge Road bridges and records indicate that the 1957 original construction of the bridges and the 1981 replacements of the bridge decks were financed with Arlington and Alexandria each contributing 50% of the cost; and

WHEREAS, the West Glebe Road and Arlington Ridge Road bridges are in a deteriorated condition rated at serious and poor condition, respectively, and need to be rebuilt and/or replaced; and

WHEREAS, currently the Shirlington Road, Route 1, and Potomac Avenue bridges are in satisfactory condition and major capital investments are not contemplated in the short or medium terms; and

WHEREAS, the Parties desire to formally set forth the maintenance and inspection responsibilities for the Bridges and the cost-sharing terms for the rehabilitation or replacement of the Bridges; and

WHEREAS, other bridges that are identified in the Four Mile Run Master Plan that require maintenance, rehabilitation and/or replacement may be added to this Agreement in the future by the mutual agreement of the Parties; and

NOW, THEREFORE, in consideration of the foregoing premises, the Parties agree as follows:

ARTICLE I –ROUTINE MAINTENANCE

- A. Routine Maintenance is defined as those items listed in the Virginia Department of Transportation (VDOT) Manual of The Structure and Bridge Division, Part 2, Design Aids and Typical Details, Chapter 32 Maintenance and Repair, in the Table for Activity Description in FHWA/VDOT letter Agreement for Planned Preventative Maintenance and System Preservation, and the Table for Preventative Maintenance Activity or their replacements (Exhibit B).
- B. Arlington County will be responsible for Routine Maintenance of the West Glebe Road,

Arlington Ridge, and Shirlington Road bridges at its sole expense.

- C. Alexandria will be responsible for Routine Maintenance of the Route 1, Potomac Avenue, and Potomac Yard Park bridges at its sole expense.
- D. Alexandria will be responsible for snow plowing and snow clearing of the West Glebe Road, Arlington Ridge, Route 1, Potomac Avenue and Potomac Yard Park bridges at its sole expense.
- E. Arlington will be responsible for snow plowing and snow clearing of the Shirlington Road bridge at its sole expense.

ARTICLE II – ROUTINE BRIDGE INSPECTIONS

- A. The jurisdiction with the bridge in their inventory will be responsible for the required inspections under the U.S. Department of Transportation Federal Highway Administration National Bridge Inspection Standards program for bridge inspections and report the same to the VDOT.
- B. Alexandria will be responsible for inspecting the Route 1 and Potomac Avenue bridges and Arlington will be responsible for inspecting the West Glebe Road, Arlington Ridge Road, and Shirlington Road bridges at its sole expense.
- C. Within sixty (60) days of submitting a Bridge Inspection Report, sealed by a Professional Engineer, to VDOT, each Party will share the Bridge Inspection Report with the other.

ARTICLE III –REHABILITATION OR REPLACEMENT

- A. Rehabilitation or Replacement is major work required to restore the structural integrity of a bridge as well as work necessary to correct major safety defects. Examples include, but are not limited to, partial or complete deck replacement, superstructure replacement, substructure strengthening or partial/full replacement, incidental widening and anything that is beyond Routine Maintenance.
- B. Arlington County will be the lead and will administer and direct the Rehabilitation or Replacement of the West Glebe Road, Arlington Ridge Road, and Shirlington Road bridges.
- C. Alexandria will be the lead and will administer and direct the Rehabilitation or Replacement of the Route 1 and Potomac Avenue bridges.

- D. The Parties will work cooperatively to design and construct any major renovation, rehabilitation or replacement of the Bridges, but ultimately the jurisdiction which has the particular bridge in its inventory retains final decision as to design or construction elements.

ARTICLE IV – COST SHARING

- A. The Parties agree that cost sharing for Rehabilitation or Replacement of the Bridges is as follows:

Structure	Cost Share Short Term *		Cost Share Long Term**	
	Alexandria	Arlington	Alexandria	Arlington
W Glebe Rd	50%	50%	33.34%	66.66%
Arlington Ridge	50%	50%	33.34%	66.66%
Shirlington Road Bridge ***	0%	100%	33.34%	66.66%
Route 1****			66.66%	33.34%
Potomac Ave *****			66.66%	33.34%

(1) For all bridges: assumes in-kind superstructure and substructure replacement. If a Party wants to add a feature, such as adding capacity not currently present, then the cost sharing of that feature will be negotiated between the Parties based upon the relative jurisdictional benefits of that feature.

(2) Figures do not include separate standalone pedestrian/bike structures that are adjacent to the bridges (Route 1, Potomac Ave, being designed for Shirlington). All current and future pedestrian/bike structures will be the responsibility of jurisdiction with adjacent structure in their inventory, unless otherwise negotiated by both Parties.

* Short Term is defined as the timeframe (2020- 2027) for the current replacement that is contemplated for both the West Glebe and Arlington Ridge bridges.

**Long Term is the timeframe beyond the current replacement period for the W. Glebe Road and Arlington Ridge bridges.

*** Arlington has a short-term capital project planned to add bicycle and pedestrian capacity, scheduled to be complete in approximately 2-5 years. Arlington will bear the full cost of this capital project.

**** Route 1 north of the bridge is owned and maintained by VDOT and excludes adjacent trail bridge.

*****Includes bridge structure integral to maintenance of roadway and excludes trail bridge

- B. State and federal grant funding and developer funding will be sought where feasible and available to offset the Parties' costs. Remaining costs after applying such funding will be shared as shown above.
- C. Each jurisdiction, in consultation with the other, shall be responsible for and administer and direct the design and construction of the bridge in its inventory.
- D. At least two (2) years prior to initiating any major renovation, rehabilitation, or replacement the Parties will agree upon a budget.
- E. Once a budget has been established, each Party will seek approval from its governing body for its share of the costs, if applicable.
- F. The design and construction of the replacement of the West Glebe Road bridge began prior to the execution of this Agreement. The current agreed upon budget for that project is \$12 million. The Arlington Ridge bridge has an agreed upon budget of \$28 million
- G. Upon receipt of construction bids in response to any solicitation, the Party administering the project will advise the other party of the bid results. In the event that construction bids received in response to a solicitation cause the overall budget to exceed the agreed upon budget, the Parties shall have the option to approve additional funding or agree to a reduction in contract scope.
- H. If any change order to any design or construction contract causes the construction contract to exceed the approved construction budget the lead jurisdiction will advise the other jurisdiction before proceeding to execute such change order.
- I. Upon request, the lead jurisdiction on any bridge project will share all design development, construction, and contract documents with the other Party.

ARTICLE V– INVOICING AND PAYMENT

- A. With the exception of the West Glebe Road bridge, the lead jurisdiction will invoice the other for its share of the costs on a quarterly basis during a bridge project design and construction. The invoice shall contain an itemized accounting and description of costs incurred. Invoices shall be paid by the other party within 45 days.
- B. As of the date of this Agreement, Arlington has begun design of the West Glebe Road and has incurred costs. At the conclusion of design, Arlington will invoice Alexandria for its share of the design costs. Thereafter, Arlington will invoice Alexandria on a quarterly

basis for the construction costs of the West Glebe Road bridge.

- C. Either Party shall make available to the other invoices, canceled checks, and such other documents as the Party may reasonably require in order to verify the total costs of a bridge project.

ARTICLE VI – DISPUTE RESOLUTION

The parties agree to informally pursue resolution of any dispute arising out of this Agreement. Arlington County's Department of Environmental Services Director and Alexandria Transportation and Environmental Services Director, or their designees (the "Directors"), shall meet as necessary to coordinate and resolve any disputes concerning their respective staff's implementation of this Agreement. Any dispute that cannot be resolved by the Directors shall be presented in writing to the second level reviewers, who shall be the Deputy County Manager for Arlington and the Deputy City Manager for Alexandria. If the dispute cannot be resolved by the second level of review, then the matter shall be presented to the Arlington County Manager for Arlington County and the City Manager of the City of Alexandria.

ARTICLE VII – NOTICES

Unless otherwise provided in writing, all notices and other communications required by this Agreement are deemed to have been given when either (a) delivered in person; (b) delivered by an agent, such as a delivery service; or (c) deposited in the United States mail, postage prepaid, certified or registered and addressed as follows:

If to the County of Arlington, as follows:

Greg Emanuel
Director, Department of Environmental Services
2100 Clarendon Blvd., Suite 900
Arlington, VA 22201

If to the City of Alexandria, as follows:

Yon Lambert
Director, Department of Transportation & Environmental Services
301 King Street, Room 4100
Alexandria VA 22314

ARTICLE VIII – APPLICABLE LAW, FORUM, VENUE, AND JURISDICTION

This Agreement shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect to a Bridge in the inventory

of Arlington County shall be in the Circuit Court for Arlington County, Virginia. With regard to a Bridge in the inventory of the City of Alexandria, Virginia the jurisdiction, forum and venue for any litigation with respect to those bridges shall be in the Circuit Court for the City of Alexandria.

ARTICLE IX – DURATION OF AGREEMENT

This Agreement is effective upon execution by both Parties and shall continue in full force and effect unless superseded or otherwise modified by agreement of the Parties.

ARTICLE X – NO WAIVER OF SOVEREIGN IMMUNITY

Nothing in any of the provisions of this Agreement to the contrary, nothing in this Agreement, nor any action taken by either of the Parties, or any of the Parties' elected or appointed officials, officers or employees, pursuant to this Agreement, nor any document which arises out of this Agreement shall constitute or be construed as a waiver of either the sovereign immunity or governmental immunity of such persons and entities.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year shown below.

COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

Date: _____

By: _____
Mark Schwartz
County Manager

CITY COUNCIL OF ALEXANDRIA, VIRGINIA

Date: _____

By: _____
Mark Jinks
City Manager