

**MEMORANDUM OF AGREEMENT AMONG
THE FEDERAL HIGHWAY ADMINISTRATION,
THE MARYLAND STATE HIGHWAY ADMINISTRATION AND
THE MARYLAND STATE HISTORIC PRESERVATION OFFICER
PURSUANT TO 36 CFR 800 REGARDING
THE REPLACEMENT OF BRIDGE NO. 16017
ON MD 450 OVER THE CSX RAILROAD
IN PRINCE GEORGE'S COUNTY, MARYLAND**

WHEREAS, the Federal Highway Administration (FHWA), in cooperation with the Maryland State Highway Administration (SHA), proposes to replace Bridge No. 16017 on MD 450 over the CSX Railroad in Prince George's County; and

WHEREAS, FHWA has determined that Bridge No. 16017 (MIHP No. PG: 71-38) is eligible for inclusion in the National Register of Historic Places under Criterion C; and

WHEREAS, the FHWA has established the undertaking's Area of Potential Effects (APE), as defined at 36 CFR 800.16(d), as the area of direct impact and the viewshed surrounding the bridge and determined that there are no other historic properties within the APE; and

WHEREAS, the FHWA has determined that the undertaking will have an adverse effect on Bridge No. 16017 (MIHP No. PG: 71-38); and

WHEREAS, the FHWA has consulted with the Maryland State Historic Preservation Officer (MD SHPO) pursuant to 36 CFR 800, the regulations implementing Section 106 of the National Historic Preservation Act (16 USC 470f); and

WHEREAS, the FHWA has notified the Advisory Council on Historic Preservation (Council) of the adverse effect of the undertaking and it has declined to comment or participate in the consultation;

NOW THEREFORE, the FHWA, MD SHPO and SHA agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

STIPULATIONS

FHWA and SHA will ensure that prior to the demolition of Bridge No. 16017, the following stipulations are implemented:

I. Bridge No. 16017 on MD 450 over the CSX Railroad

A. Recordation

SHA shall provide the MD SHPO a Maryland Inventory of Historic Properties (MIHP) Form on Bridge No. 16017. The submission of the MIHP Form shall follow the Maryland Historical Trust's (MHT) *Standards and Guidelines for Architectural and Historical Investigations in Maryland* (MHT, 2001). The documentation shall include black and white photographs sufficient to portray the bridge's elevations, its architectural and engineering details, and its context in order to provide an accurate record of the bridge and its setting. In addition, 35mm color slides of views corresponding to those in print shall be submitted.

The photographic documentation shall meet professional standards comparable to those of the Historic American Buildings Survey/Historic American Engineering Record. The photography shall be completed in large format (five inch by seven inch), using a view camera with full perspective correction. All recordation shall be completed in accordance with the photographic documentation requirements outlined on Pages 36-38 on the *Standards and Guidelines for Architectural and Historical Investigations in Maryland*. SHA shall contact Prince George's Heritage, Inc., Maryland-National Capital Park and Planning Commission, and the City of Bowie to determine if these organizations are interested in receiving copies of the documentation. If interested, the SHA will provide one copy of the documentation to each organization.

B. Donation of Bridge Plaque

SHA shall include the intact salvage of the bridge's construction plaque in the plans for the replacement of Bridge No. 16017. SHA shall donate the plaque to the City of Bowie to display in the Bowie Railroad Museum.

C. Submission

SHA shall submit the required documentation, including all black and white five inch by seven inch contact prints, with negatives and 35mm color slides, all labeled according to MHT's *Standards and Guidelines for Architectural and Historical Investigations in Maryland*. Once complete, the entire recordation package shall be submitted to the MD SHPO for a thirty day review period. SHA shall revise the package according to MD SHPO comments, if any. SHA may assume MD SHPO approval of recordation package if no comments are received within the 30-day review period.

II. Performance Standards and Professional Qualifications

SHA shall ensure that all cultural resources work required by this Memorandum of Agreement (MOA) is carried out by or under the direct supervision of a person or persons meeting at a minimum the Professional Qualifications Standards set forth at 36 CFR 61, Appendix A.

III. Dispute Resolution

Should the MD SHPO, or any of the signatories to this MOA, object within thirty days to any plans or actions proposed pursuant to this MOA, the FHWA shall consult with the objecting party to resolve the objection. If the FHWA determines that the objection cannot be resolved, it shall request the comments of the Council pursuant to 36 CFR 800.7. Any Council comment provided in response to such a request will be taken into account by FHWA in accordance with 36 CFR 800.7(c)(4) with reference only to the subject of the dispute. FHWA's responsibility to carry out all actions under this MOA that are not the subject of the dispute will remain unchanged.

IV. Amendments

If any of the signatories to this MOA believes that its terms cannot be carried out, or that an amendment to the terms must be made, that signatory shall immediately consult with the other signatories to develop amendments in accordance with 36 CFR 800.6(c)(7). If an amendment cannot be agreed upon, the dispute resolution process set forth in Stipulation III will be followed.

V. Termination

Any signatory to this MOA may terminate it by providing thirty days written notice to the other parties, provided that the parties will consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination. Termination of this MOA will require compliance with 36 CFR 800. This MOA may be terminated by the execution of a subsequent MOA that explicitly terminates or supersedes its terms.

VI. Duration

This MOA shall be null and void if its terms are not carried out within five (5) years from the date of its execution, unless the signatories agree in writing to an extension for carrying out its terms.

Execution of this MOA by the FHWA, SHA and MD SHPO, and implementation of its terms, evidence that FHWA has afforded the ACHP an opportunity to comment on the replacement of Bridge No. 16017, and that the FHWA has taken into account the effects of the undertaking on historic properties.

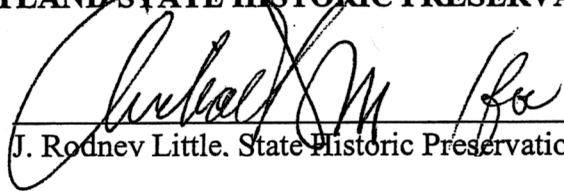
FEDERAL HIGHWAY ADMINISTRATION



Nelson J. Castellanos, Division Administrator

Date: 5/17/04

MARYLAND STATE HISTORIC PRESERVATION OFFICER



J. Rodney Little, State Historic Preservation Officer

Date: 4/16/04

MARYLAND STATE HIGHWAY ADMINISTRATION

By: Neil J. Pedersen
Neil J. Pedersen, Administrator

Date: 5/14/04