



DEPARTMENT OF THE ARMY
US ARMY INSTALLATION MANAGEMENT COMMAND
HEADQUARTERS, UNITED STATES ARMY GARRISON, FORT BELVOIR
9820 FLAGLER ROAD, SUITE 213
FORT BELVOIR, VIRGINIA 22060-5928

REPLY TO
ATTENTION OF

IMNE-BEL-ZA

August 18, 2010

Agreement No. _____

Memorandum of Agreement

between the

Department of the Army

and the

Commonwealth of Virginia
Department of Transportation

for

Construction of Roadway Improvements at the Intersections of Pohick Road
and Barta Road, with Richmond Highway/Route 1

and

Construction of a New Five-Lane Bridge on Gunston Road
Over Richmond Highway/Route 1

and

Construction of the Route 1 Widening Project

THIS MEMORANDUM OF AGREEMENT (Agreement) is made as of the date of the final signature below by and between the following parties: the United States of America, acting by and through the Department of the Army (Army), and the Commonwealth of Virginia (Commonwealth), acting by and through the Virginia Department of Transportation (VDOT).

RECITALS

WHEREAS, pursuant to the Base Closure and Realignment Act of 1990, Public Law 101-510, as amended, and certain approved recommendations of the BRAC Commission, approximately 19,300 military and civilian personnel will relocate to Fort Belvoir on or before September 15, 2011, including 8,500 to Fort Belvoir North Area, 6,400 to Mark Center, 1,000 to Rivanna Station, and 3,400 to Main Post who would use the Route 1 Corridor; and

WHEREAS, pursuant to authority granted in Public Law PL 101-510 the Army proposes to construct roadway improvements at the intersections of Pohick Road and Belvoir Road with Richmond Highway/Route 1 (Route 1) on Fort Belvoir, as part of Phase 1 of the Roads, Utilities and Security Improvements project needed to support implementation of the BRAC 2005 approved recommendations for realignment of Fort Belvoir (Phase 1 Improvements); and

“LEADERS IN EXCELLENCE”

WHEREAS, pursuant to authority granted in Public Law 101-510 as amended, the Army proposes to construct a new five-lane bridge on Gunston Road over Route 1 to replace the existing two-lane bridge on Gunston Road on Fort Belvoir, as part of Phase 2 of the Roads, Utilities and Security Improvements project needed to support implementation of the BRAC 2005 approved recommendations for realignment of Fort Belvoir (Phase 2 Improvements); and

WHEREAS, the United States, through the Secretary of the Army, has granted an easement, DACA-31-DA-49-80-ENG-4381, to the Commonwealth of Virginia for the construction, operation and maintenance of a public road known as Richmond Highway, US Route 1 (Route 1) over, across, in and upon lands of the United States between Fairfax County Parkway and Woodlawn Road, being a portion of Fort Belvoir, Virginia; and

WHEREAS, the Army has granted eight supplemental easements (collectively, easements) for additional public roadway improvements since the original easement was granted; and

WHEREAS, Route 1 is currently a four-lane roadway within the existing 80' easement, DACA-31-DA-49-80-ENG-4381 and supplemental easements thereto; and

WHEREAS, the Fairfax County Comprehensive Plan includes a plan for widening Route 1 and provisions for a transit system through Fort Belvoir and associated improvements (Route 1 Widening Project); and

WHEREAS, VDOT and Fairfax County propose that Route 1 be widened between the Fairfax County Parkway and Mount Vernon Memorial Highway/Mulligan Road, and Route 1 Widening Project is currently under design by Fairfax County; and

WHEREAS, VDOT is the authority responsible for approval and permitting of the construction of said widening, and any reference to VDOT performing design herein is intended to include other agencies or consultants involved in the design or design-build of the project.

WHEREAS, the parties, in a meeting on May 20, 2009, agreed to a base typical section for the widening of Route 1 in conjunction with the Phase 2 Improvements that included revisions to the proposed Fairfax County Comprehensive Plan of a 176 foot right-of-way, to a maximum easement width of 148 feet over Route 1 (per attached Appendix B); and

WHEREAS, The parties agree the 148' easement may be expanded upon agreement by the parties, once detailed design plans are developed for the Route 1 widening, to provide for utility relocation, storm water management facilities, turn lanes, traffic signalization, temporary construction, slopes, replacement railroad/transit bridge over U.S. 1, maintenance of traffic during construction and other ancillary improvements; and

WHEREAS, VDOT will submit project plans developed by VDOT or others to Fort Belvoir for review and comment at interim design stages (e.g. 30%, 60%, 90%) to facilitate cooperative development of design and easement requirements; and

WHEREAS, an easement that includes the Route 1 Widening Project may not be granted to VDOT until environmental studies, NEPA analysis, and National Historic Preservation Act (NHPA) analysis are completed for the proposed action, which requires design plans from Fairfax County, the Federal Highway Administration (FHWA) or VDOT; and

WHEREAS, environmental studies, NEPA analysis, and NHPA analysis will be completed by VDOT or FHWA as the principal agency with Fort Belvoir as a cooperating agency; and

WHEREAS, the design for Route 1 Widening Project is currently under development and NEPA analysis has not yet been initiated; and

WHEREAS, the parties have agreed that it is preferable to vacate a portion of the existing easements in favor of a single easement that will encompass a portion of the existing easement, the proposed Phase 1 and Phase 2 Improvements, and Route 1 Widening Project improvements; and

WHEREAS, construction of Phase 1 and Phase 2 Improvements by the Army requires that VDOT issue permits for construction of the Phase 1 and Phase 2 Improvements; and

WHEREAS, VDOT cannot issue permits on land not owned or controlled by VDOT by fee simple ownership or easement, or addressed in a Memorandum of Agreement (Agreement); and

WHEREAS, the Parties' continued participation in this Agreement is contingent on completion of the Route 1 Widening Project, and the Parties will continue to participate in this Agreement unless and until the County and VDOT decline to construct Route 1 Widening Project for whatever reason, in which case easements for the Phase 1 and Phase 2 improvements will be granted by separate agreement; and

WHEREAS, Army reserves the right to maintain existing access to Army property in construction areas covered in the easements for the Route 1 Widening Project; and

WHEREAS, the Parties agree to cooperate to ensure the timely consideration of VDOT's request for an easement through Fort Belvoir required for construction, operation and maintenance of the aforesaid Route 1 Widening Project, whether existing or proposed, and timely review of plans for the Route 1 Widening Project; and

WHEREAS, the Parties agree to cooperate to ensure timely consideration of the Army's requests for land use permits and timely review of plans for the Phase 1 and Phase 2 Improvements projects to ensure completion schedules will not be impacted;

WHEREAS, the Army is authorized to enter into this Agreement pursuant to the authority contained in 10 U.S.C. Section 3001, et seq., and is the agency with administrative jurisdiction, custody, and control over Fort Belvoir; and

WHEREAS, the Commonwealth Transportation Commissioner, acting pursuant to the decision of the Commonwealth Transportation Board, is authorized to enter into this Agreement pursuant to the authority contained in Sections 33.1-12 and 33.1-13 of the Code of Virginia, 1950 as amended, and VDOT is the state agency with administrative oversight, maintenance and jurisdictional authority for Richmond Highway, Route 1,

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

ARTICLE I. SCOPE OF WORK

A. The Army agrees:

1. At the request of VDOT, to grant a Base Easement to VDOT for the construction, operation and maintenance of Route 1, 148 feet in width, to accommodate both the Route 1 Widening project, consistent with the typical section for the Route 1 Widening project agreed to by the Parties at the March 20, 2009 meeting and attached hereto as Appendix A, and the Phase 1 and Phase 2 improvements consistent with the approved plans for said improvements (hereinafter referred to as the "Base Easement");

2. At the request of VDOT, to grant easements in addition to the Base Easement as mutually agreed to by the parties to accommodate utility relocation, storm water management facilities, turn lanes, traffic signalization, temporary construction, slopes, replacement railroad/transit bridge over U.S. 1, maintenance of traffic during construction and other ancillary improvements upon a demonstration by VDOT that said improvements cannot reasonably, from a financial standpoint, or practicably be accommodated or maintained within the 148-foot easement;

3. To identify known archaeological sites within or adjacent to the Base Easement and to provide available information to facilitate completion of both a NHPA and a NEPA analysis by the Route 1 Widening project;

4. To negotiate mutually acceptable locations and types of storm water management facilities which would minimize surface impacts, reduce right of way impacts, and minimize construction and maintenance impacts and costs;

5. To negotiate with Woodlawn Baptist Church to provide access to Church property through Fort Belvoir property and to evaluate relocation of the ballfield as necessary to provide such access to Church property;

6. To accept standard turn lanes in lieu of ramps to Belvoir Road, as may be necessary to accommodate moving the proposed alignment to the south to avoid encroachment on Fremont Field (formerly the P-2 fields);

7. To vacate a portion of the existing easements in favor of a single easement that will encompass a portion of the existing easements, the proposed Phase 1 and Phase 2 Improvements, and the Route 1 Widening Project.

8. To request authorization from VDOT for use of airspace over the easements granted to VDOT pursuant to this Agreement, whether such use is by the Army or any other public or private entity, only to the extent that such use will not interfere with the construction, operation or maintenance of the transportation facilities, right of way, and improvements contemplated under this Agreement or anticipated future transportation needs, and otherwise complies with 23 CFR Part 710 Subpart D and all other FHWA, Federal Aviation Administration (FAA), and Davison Army Airfield (DAA) requirements.

9. Upon request by VDOT and/or FHWA, to provide copies of any environmental studies, investigations, aerial photographs, or other information in its possession which pertain to the property to be outgranted by easement (easement property) to VDOT and/or FHWA for the design, construction,

operation and maintenance of the Route 1 Widening Project. Upon request, to grant access to the easement property necessary for VDOT's or FHWA's performance of environmental due diligence for the Route 1 Widening Project. Upon notification by VDOT and/or FHWA of the presence of munitions and explosives of concern (MEC), petroleum or hazardous substances on the easement property, Army will perform environmental response action as required under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and other applicable Federal, state and local laws and regulations.

B. VDOT agrees:

1. To act in good faith to minimize, to the extent practicable as mutually agreed to by the parties, the amount of land required in addition to the Base Easement, for utility relocation, storm water management facilities, turn lanes, traffic signalization, temporary construction, slopes, replacement railroad/transit bridge over U.S. 1, maintenance of traffic during construction, and other ancillary improvements

2. To plan for construction sequencing in order to minimize the need for easements outside the Base Easement.

3. To negotiate mutually acceptable locations and types of storm water management facilities which would minimize surface impacts, reduce right of way impacts, and minimize construction and maintenance costs and impacts;

4. To the extent practicable as determined by VDOT, negotiate with utility providers for authorization to relocate all overhead utility relocations to one side of the roadway alignment;

5. To negotiate improvements within the easement, including signage, lighting, landscaping and fencing, consistent with Army, Fort Belvoir, and VDOT design standards, the ownership and maintenance of which will be determined prior to VDOT approval of the final design plans for Route 1;

6. To the extent practicable as mutually agreed to by the parties, consider the use of retaining walls to avoid impacts on Army property or facilities;

7. To the extent practicable as mutually agreed to by the parties, design the Route 1 Widening Project so as to minimize or avoid impacts to identified environmentally sensitive areas, Army community resources, and historic and archaeological resources, on or within Fort Belvoir,

8. To design future replacement of the existing railroad transit corridor bridge with a bridge consistent with the Real Property Master Plan Digest, Fort Belvoir Virginia, dated December 2009 which requires "Conversion of the abandoned railway into a transit corridor - either as BRT or light-rail system to connect to Franconia-Springfield Metrorail Station and VRE stations." At the time of design, VDOT will coordinate with Fort Belvoir to determine if more recent Master Plan information is available, and shall use the latest Fort Belvoir-adopted plan to design the bridge.

9. To invite the National Trust for Historic Preservation to represent Woodlawn National Historic Landmark as a stakeholder in the design process for the Route 1 Widening Project.

10. To pay with future Route 1 Widening project funds the administrative costs of vacation of a portion of the existing easements and granting of a single easement that will encompass a portion of the existing easements, the proposed Phase 1 and Phase 2 Improvements, and the Route 1 Widening Project. This provision shall not relieve the Army of its responsibility to fund the administrative costs of granting and recording easements in conjunction with the proposed Phase 1 and Phase 2 Improvements prior to granting an easement for the future widening of Route 1.

11. To grant land use permits in a timely manner, as appropriate to ensure completion of construction by the Army of Phase 1 and Phase 2 Improvements on schedule provided said permit applications and permits meet VDOT requirements.

ARTICLE II. TERM OF AGREEMENT

This Agreement will terminate upon any of the following: (1) Upon completion of the Phase 1 and Phase 2 improvements and a decision by VDOT not to construct the future Route 1 Widening improvements for any reason, in which case individual easements for Phase 1 and Phase 2 improvements will be granted by separate agreement, or (2) a mutual decision to terminate evidenced by a writing signed by both parties.

ARTICLE III. KEY OFFICIALS AND CONTACTS

Designated points of contact for the coordination of this project are:

- A. For the Army: Bill L. Sanders, Director of Public Works
9430 Jackson Loop, Suite 107
Fort Belvoir, Virginia 22060-6107
- B. For VDOT: Tom Fahrney, Commonwealth BRAC Coordinator
14685 Avion Parkway
Chantilly, Virginia 20151

ARTICLE IV. GENERAL TERMS AND CONDITIONS

A. This Agreement contains the entire Agreement and understanding of the Parties, and may not be amended, modified, or discharged nor may any of its terms be waived except by an instrument in writing signed by the Parties.

B. The failure of a Party to insist in any instance upon strict performance of any of the terms, conditions, or covenants contained, referenced, or incorporated into this Agreement shall not be construed as a waiver or a relinquishment of the Party's rights to the future performance of such terms, conditions, or covenants.

C. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and

provision of the Agreement shall be valid and be enforced to the fullest extent permitted by applicable law.

D. This Agreement has been drafted jointly by the Parties hereto. As a result, the language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent and no rule of strict construction shall be applied against either Party.

E. Nothing in this Agreement shall be construed as limiting or affecting the legal authorities of the parties, or as requiring the Parties to perform beyond their respective authorities. Nothing in this Agreement shall be deemed to bind either Party to expend funds in excess of available appropriations.

F. This Agreement is assignable; however, no transfer or assignment of this Agreement, or any part thereof or interest therein, directly or indirectly, voluntarily or involuntarily, shall be made unless such transfer or assignment is first approved in writing by the Parties.

G. The Parties shall not discriminate in the selection of employees or participants for any employment or other activities undertaken pursuant to this Agreement on the grounds of race, creed, color, sex, or national origin, and shall observe all of the provisions of Titles VI and VII of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. Section 2000(d) *et seq.*). The Parties shall take positive action to ensure that all applicants for employment or participation in any activities pursuant to this Agreement shall be employed or involved without regard to race, creed, color, sex, or national origin.

H. No member of, or Delegate to, or Resident Commissioner in Congress shall be admitted to any share or part of this Agreement, or to any benefits that may arise therefrom, unless the share or part or benefit is for the general benefit of a corporation or company.

I. The Parties will abide by the provisions of 18 U.S.C. Section 1913 (Lobbying with Appropriated Monies).

J. Contracts entered into by any Federal agency pursuant to this Agreement are subject to all laws governing federal procurement and to all regulations and rules promulgated thereunder, whether now in force or hereafter enacted or promulgated, except as specified in this Agreement.

K. The Parties accept full responsibility for any property damage, injury, or death caused by the acts or omissions of their respective employees, acting within the scope of their employment, or their contractors' scope of work, to the extent allowed by law. All claims shall be processed pursuant to applicable governing law.

L. Nothing in this Agreement shall be construed as in any way impairing the general powers of either of the Parties of supervision, regulation, and control of its property under such applicable laws, regulations, and rules.

ARTICLE V: FUNDING LIMITATIONS

The obligations of the Army to expend, pay, or reimburse any funds under this Agreement are subject to the availability of appropriated funds, and nothing

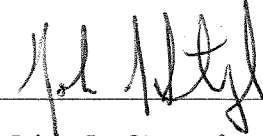
in this Agreement shall be interpreted to require obligations or payments by the Army in violation of the Antideficiency Act, 31 U.S.C. Section 1341, or other applicable fiscal laws.

IN WITNESS WHEREOF, the Parties have executed this Agreement, as verified by their signature below.

UNITED STATES OF AMERICA
DEPARTMENT OF THE ARMY

COMMONWEALTH OF VIRGINIA

By: _____

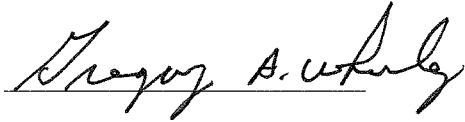


John J. Strycula
Colonel, US Army
Commanding

Date: _____

26 Aug 2010

By: _____



Date: _____

7/20/10

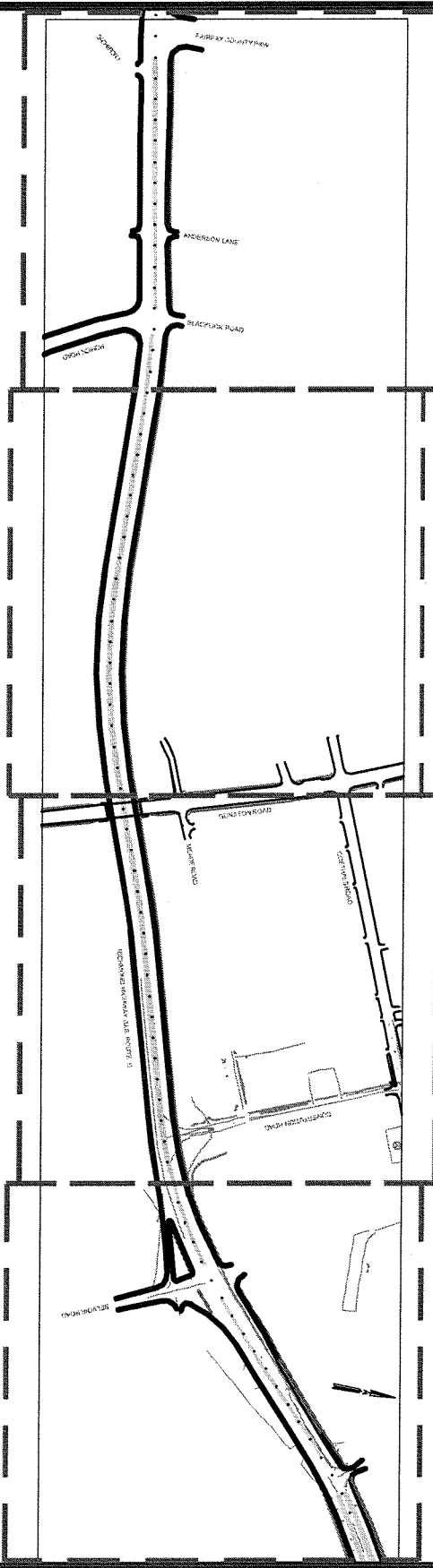
**RICHMOND HIGHWAY (U.S. ROUTE 1)
 FUTURE 8 LANES WITH 18' MEDIANS-SHOULDER SECTION
 (ROW WIDTH: 148 FEET)**


A-1

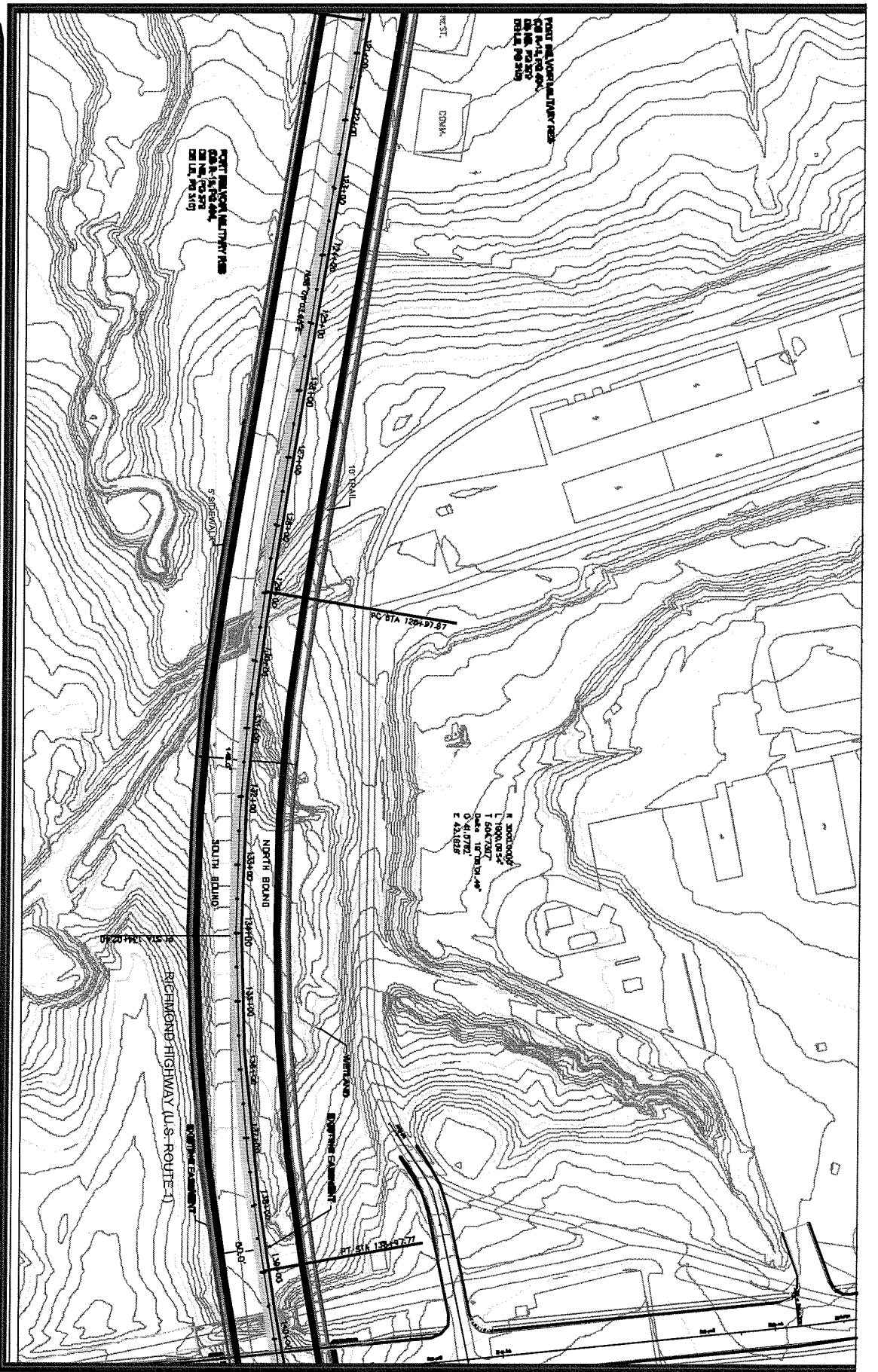
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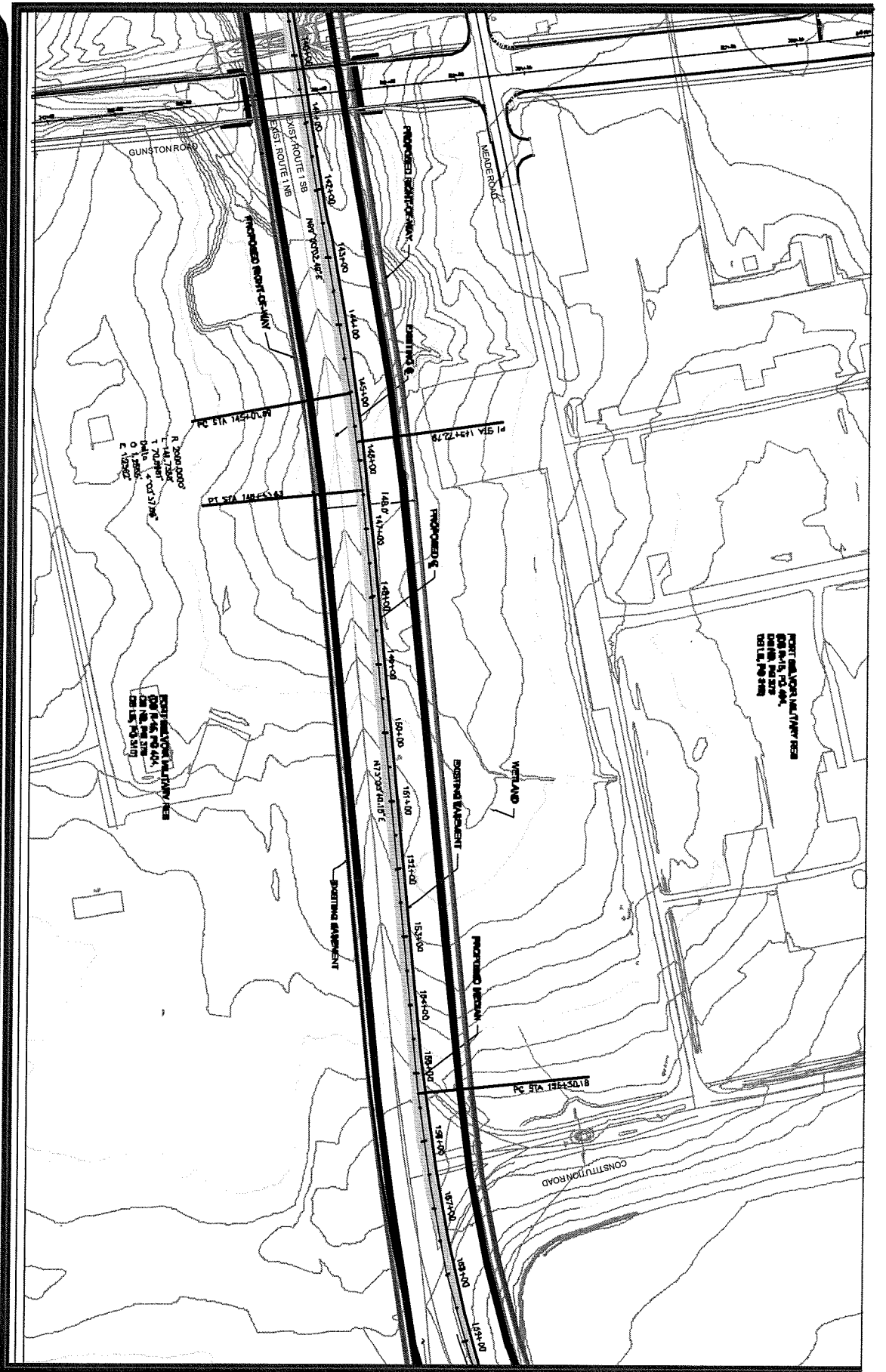


REVISION:	DESIGNED BY:	DATE: 1/11/2010	EXHIBIT A	 1100 NORTH GLEBE ROAD SUITE 500 ARLINGTON, VIRGINIA 22201 TEL (571) 218-1000 FAX (571) 218-1000
	DRAWN BY:	DRAWING No.		
	CHECKED BY:	SCALE: 1" = 500'		



REVISION:		DESIGNED BY:	DATE: 1/11/2010
DRAWN BY:		DRAWING No.	A-2
CHECKED BY:		SCALE: 1" = 200'	

JE JACOBS
 1100 NORTH GLEBE ROAD SUITE 500
 ARLINGTON, VIRGINIA 22201
 TEL (571) 218-1800
 FAX (571) 218-1800



REVISION:

DESIGNED BY:

DATE: 1/11/2010

DRAWN BY:

DRAWING NO.

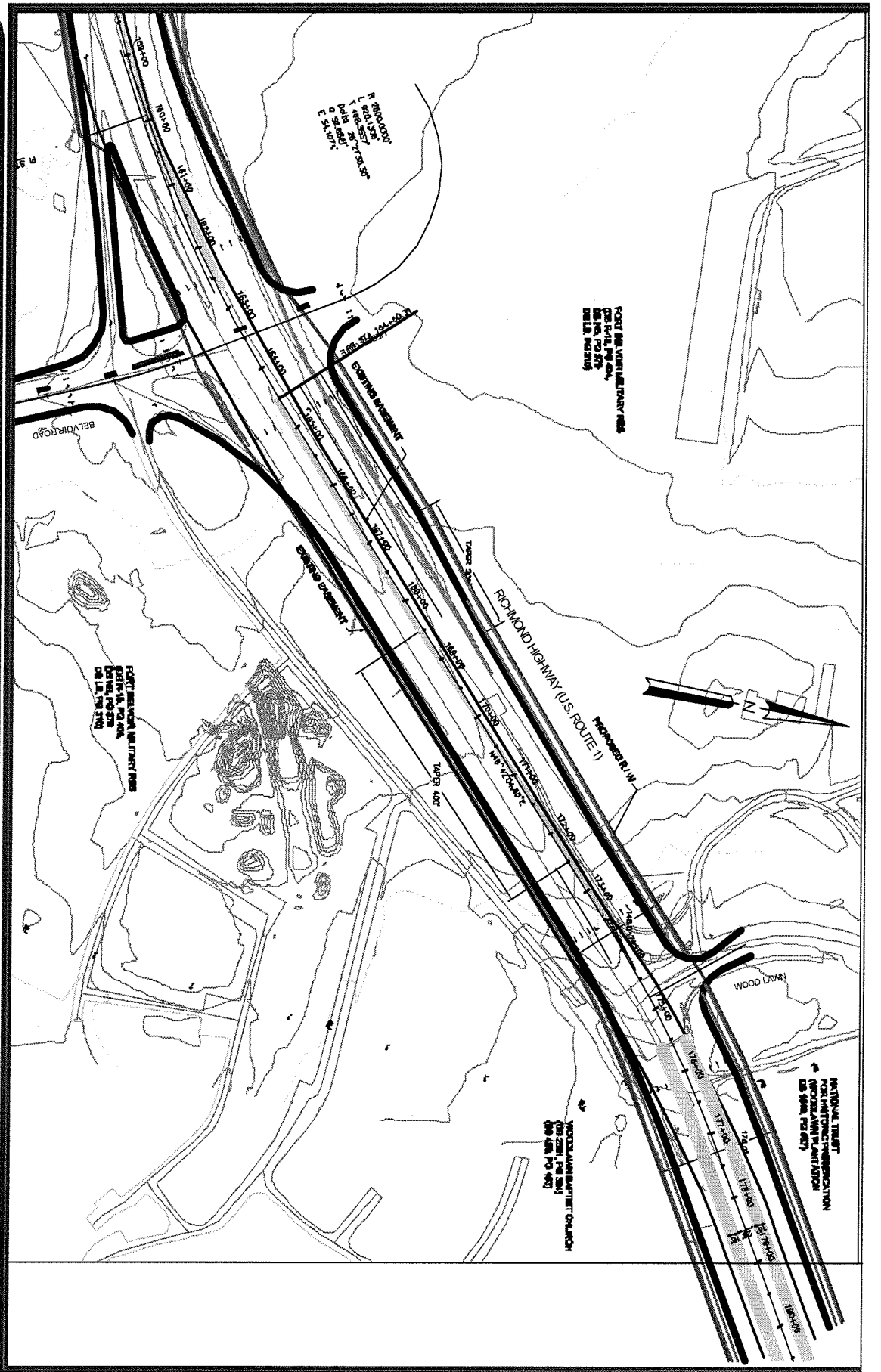
CHECKED BY:

SCALE: 1" = 200'

A-3



1100 NORTH GLEBE ROAD SUITE 500
 ARLINGTON, VIRGINIA 22201
 TEL (571) 218-1800
 FAX (571) 218-1800



REVISION:

DESIGNED BY:

DATE: 1/11/2010

DRAWN BY:

DRAWING NO.

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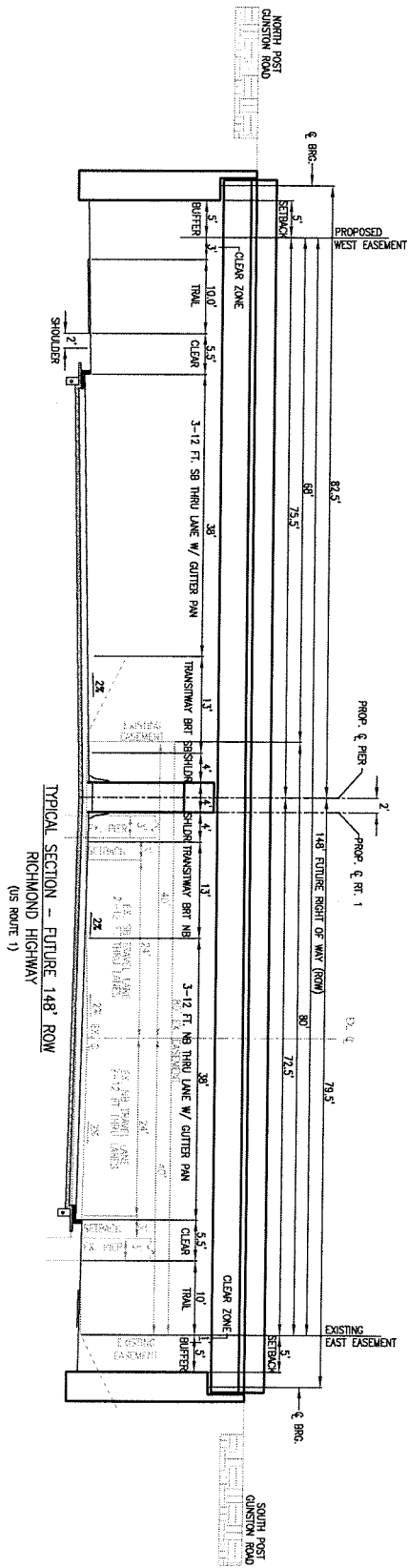
SCALE: 1" = 200'

A-4



1100 NORTH CLARE ROAD SUITE 500
 ARLINGTON, VIRGINIA 22201
 TEL (571) 218-1000
 FAX (571) 218-1800

EXHIBIT B



TYPICAL SECTION - FUTURE 148' ROW
RICHMOND HIGHWAY
(US ROUTE 1)

