

AGREEMENT No. DTFH71-07-X-30001

Memorandum of Agreement

among the

Department of the Army
Fort Belvoir Garrison and the
U.S. Army Corps of Engineers
Humphreys Engineer Center

the

County of Fairfax, Virginia

the

Commonwealth of Virginia
Virginia Department of Transportation

and the

Department of Transportation
Federal Highway Administration

for the

Replacement of Woodlawn Road and Beulah Street
through Fort Belvoir
Project A-AD 48(1)

in

Fairfax County, Virginia

PURPOSE

The purpose of this Memorandum of Agreement (MOA) is to establish the roles, responsibilities, funding, and procedures by which the Department of the Army (Army), U.S. Army, Fort Belvoir Garrison (FB) and Humphreys Engineer Center (HEC); the Commonwealth of Virginia, Virginia Department of Transportation (VDOT); the County of Fairfax, Virginia (County); and the Department of Transportation, Federal Highway Administration, Virginia Division (FHWA-VA) and the Eastern Federal Lands Highway Division (EFLHD), will jointly participate in the environmental planning, design, and construction of an alternative corridor to replace roads closed to public traffic - Beulah Street (State Route 613) and Woodlawn Road (State Route 618), Project A-AD 48(1), within Fort Belvoir, in Fairfax County, Virginia. The four-lane replacement road is proposed to be along the same alignment as Old Mill Road (State Route 619) from Richmond Highway (Route 1) to Pole Road (State Route 622), on new location from Pole Road north to Telegraph Road, and is hereinafter referred to as the Project.

AUTHORITIES

WHEREAS, the Army is authorized to enter into this Agreement pursuant to the authority contained in 10 U.S.C. 3001, et seq., and is the agency with administrative oversight, maintenance, and jurisdictional authority for Fort Belvoir (FB) and the Humphreys Engineer Center (HEC), the two of which are hereinafter jointly referred to as the Army;

WHEREAS, the County, pursuant to §33.1-229, Code of Virginia has the authority to establish new roads and relocate existing roads of the secondary system of state highways in consultation with the Commonwealth Transportation Commissioner;

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 §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 U.S. Route 1, Fairfax County Parkway, and Telegraph Road (State Route 611), Beulah Street (State Route 613), and Woodlawn Road (State Route 618) and will be for the replacement road connecting U.S. Route 1 and Telegraph Road once the roadway is accepted by the Commonwealth and transferred to it;

WHEREAS, 23 USC § 308(a) authorizes the FHWA to perform engineering and other services in connection with the survey, design, construction, and improvements of highways for other Federal or State cooperating agencies;

WHEREAS, the FHWA-VA is the Federal agency with administrative, financial, and project implementation and management oversight of the Commonwealth of Virginia's Federal-aid Highway Program;

WHEREAS, the Army has permanently closed Beulah Street, and Woodlawn Road, between U.S. Route 1 and Telegraph Road to public traffic for security reasons following the events of September

11, 2001;

WHEREAS, the Army, VDOT, the County and the local community have agreed that restoration of the connection between U.S. Route 1 and Telegraph Road is necessary;

WHEREAS, the Project will serve the same citizens that the closed portions of Beulah Street and Woodlawn Road formerly served and, following the construction and VDOT's acceptance of the replacement road, VDOT will terminate and adjust its jurisdictional and operational involvement over the property where the closed roads are located in accordance with § 1-400 *et seq.* or other appropriate provisions of the Code of Virginia, and simultaneous with its acceptance of the proposed replacement road to the secondary system of state highways maintained by the VDOT and will take all necessary acts to accept concurrent jurisdiction over the replacement roads; and the U. S. Army will take all necessary acts to accept jurisdiction over the closed portions of Beulah Street and Woodlawn Road formerly served and cede concurrent jurisdiction over the replacement roads to the Commonwealth of Virginia;

WHEREAS, approximately \$16.2 million from Defense Access Road (DAR) Program and other Federal sources has been appropriated for the proposed project and the roadway has been certified important to National Defense. Upon completion of the environmental documentation, all costs related to the design and the construction of four lanes will be provided from DAR or other Federal sources. Costs shall include but are not limited to planning, preliminary engineering, preparation of the environmental documentation, permits, and other clearances; hazardous materials (defined, for the purposes of this Agreement, as hazardous substances, pollutants and contaminants) and munitions or explosives of concern (MEC) investigations and remediation; acquisition of right-of-way, land conveyances and related costs; relocation of utilities; construction and contract administration;

WHEREAS, Defense Access Road funds may be used as the State and local match for Federal funding;

WHEREAS, Public Law 109-163, dated January 6, 2006, of the National Defense Authorization Act for Fiscal Year 2006, at Section 2847, authorized the Army to convey to the Commonwealth of Virginia a parcel of land consisting of approximately 2.5 acres along Woodlawn Road south of the Woodlawn Gate (State Route 618), for the Commonwealth's use in an exchange with the National Trust for Historic Preservation (Woodlawn Plantation) for right-of-way along Old Mill Road south of Pole Road, as a consequence of this project; and

WHEREAS, though this agreement is subject to the provisions of the Anti-Deficiency Act, the Parties understand, recognize and agree that VDOT is not responsible for any percentage part of the cost of this Project;

NOW THEREFORE, the Army, the Commonwealth Transportation Board acting by and through the Commonwealth Transportation Commissioner and the VDOT, the County, and the FHWA do hereby mutually agree by the authority contained in 23 USC § 308(a), 31 USC §1535 which is known as the Economy Act, §§ 33.1-12 and 33.1-13 of the Code of Virginia 1950, as amended, and other authorities applicable to the Parties, and in return for the consideration of the mutual promises

herein expressed, as follows:

ARTICLE I: SCOPE OF WORK (Obligations, Responsibilities, and Funding)

- A. The Army, comprising the separate Federal entities of Fort Belvoir Garrison and the Humphreys Engineer Center, agrees to:
1. Act as a cooperating agency and be responsible for guiding the decisions associated with improvements to Army-owned or maintained roadways or where Army interests are involved;
 2. Coordinate and “cooperatively participate” (a term which is defined throughout this agreement as providing functions such as advice and review) in NEPA environmental studies and documentation activities; design activities; hazardous materials and MEC investigations and remediation; right-of-way transfers; public involvement; review and comment for any portion of NEPA documentation that relates to impacts to Army property; and any other project activities as applicable;
 3. Review and provide comments on the utility relocation plans;
 4. Approve the final design standards for any impacts related to Army-owned facilities (including utilities);
 5. Assume maintenance responsibility for any and all protection barriers built to meet Anti-Terrorism/Force Protection (ATFP) standards. Since the road layout is not finalized at this time, and until the design documents are completed and approved, the final design standards for the project will provide protection barriers, if required to meet current DOD ATFP standards, for existing buildings on Army lands that will be in close proximity to the project;
 6. Ensure that the final design standards and any easements granted by Army will provide for a restricted access point for emergency egress/ingress to the HEC property and for continued connectivity to allow ingress and egress between the HEC property currently developed with the severed area, but only in the event that the undeveloped tract should be chosen for future development;
 7. Cooperate with the EFLHD’s activities as necessary to provide and obtain the required final environmental and historical clearances and the requisite coordination and approval process, and to obtain permits for the Project;
 8. Designate EFLHD as the lead Federal agency for compliance with Section 106 of the National Historic Preservation Act (16 U.S.C. 470s) in accordance with 36 CFR 800.2(a)(2), recognizing the Army’s responsibility for Section 106 compliance on Army lands;

9. Assign and designate Project Managers for both FB and HEC, for the project so that all communication regarding the Project will be coordinated and managed through these identified persons;
10. Conduct historical inventories and archival searches, to facilitate the identification and remediation of hazardous materials and MEC on the easements on Army lands prior to conveyance to the Commonwealth.
11. At no cost to the Commonwealth, (a) provide right-of-way as needed, including a construction easement, through Federally-owned properties for the new road connecting US Route 1 and Telegraph Road, including intersection improvements, and (b) assist with the relocation of Army-owned utilities, both of which are free of mitigation requirements and administrative fees;
12. At no cost to the Commonwealth, (a) grant perpetual easements to the VDOT for the right-of-way for the replacement road through Army lands, as well as (b) perform any and all improvements needed for the transfer of right-of-way, including identification and remediation of hazardous materials and MEC before and after the transfer to VDOT, in accordance with 10 USC §2700, *et seq.* and § 1-405 of the Code of Virginia, so that the real property and any improvements conveyed are free of mitigation requirements and administrative fees and meet (1) VDOT design and construction standards and specifications (2) the conveyance requirements of § 1-405 of the Code of Virginia, and (3) any remediation requirements of the National Trust for Historic Preservation for the Federal property that is to be part of the land exchange for Army-owned property;
13. Participate in the transfer of ownership of the parcels as described in Public Law 109-163, Section 2847, including the parcel along Woodlawn Road between Richmond Highway and the Fort Belvoir Woodlawn Gate being transferred from the Army to VDOT for use in an exchange with the National Trust for Historic Preservation (Woodlawn Plantation) for right-of-way along Old Mill Road south of Pole Road, and ensure that all the requirements of item (A)(12)(b) are met concerning this property;
14. At no cost to the Commonwealth, provide permanent and temporary construction easements required for the Project, free of mitigation requirements and administrative fees;
15. Grant right-of-entry to the EFLHD, authorized contractors and other parties as required for the purposes of environmental studies, remediation of hazardous materials and MEC, design, construction, and other activities in support of the project, free of mitigation requirements and administrative fees;
16. Participate in all design and construction field reviews and other project development activities and milestones as applicable;

17. Conduct its required processes and activities in accordance with this project concurrent and in accordance with the project development schedule and cooperate to maintain the project schedule and funding established for the Project;
18. Assist EFLHD during construction to coordinate scheduling of utility outages with Army facilities;
19. Cooperate in applicable project activities to ensure satisfactory completion of the project;
20. Participate in the final inspection of the constructed facility;
21. Accept improvements to Army-owned facilities for maintenance;
22. Obtain written consent from VDOT before opening new gates, making physical/operational changes in the use of existing entrances, or developing other accesses along the replacement road project to ensure that this facility continues to operate in a manner acceptable to the Commonwealth; and
23. Take all necessary acts to accept jurisdiction over the closed portions of Beulah Street and Woodlawn Road and cede concurrent jurisdiction over the replacement road to the Commonwealth of Virginia.

B. The County agrees to:

1. Act as a cooperating agency and be responsible for guiding the decisions associated with improvements to County land or where County interests are involved, including but not limited to the relocation and establishment of new alignments of secondary roads;
2. "Cooperatively participate" in NEPA environmental studies and documentation activities, design activities, right-of-way transfers, public involvement, and any other project activities as applicable;
3. Review and, if acceptable, approve the final design standards for all improvements related to County-owned facilities;
4. Cooperate in the EFLHD's activities as necessary to provide and obtain the required final environmental and historical clearances and the requisite coordination and approval processes, and assist the FHWA in obtaining permits for the project;
5. Assign and designate a Project Manager for the project so that all communication regarding the project will be coordinated and managed through that identified person;
6. Assist with the relocation of County-owned utilities;

7. Participate in all design and construction field reviews and other project development activities and milestones as applicable;
8. Cooperate in applicable project activities to ensure satisfactory completion of the project;
9. Conduct its required processes and activities in accordance with this project concurrent and in accordance with the project development schedule and cooperate to maintain the project schedule and funding established for the project subject to appropriations made by the Board of Supervisors of Fairfax County, Virginia, in its sole discretion;
10. Participate in the final inspection of the constructed facility;
11. Accept easements for public shared use paths that are conveyed to the County as part of the project and located outside the highway right-of-way and accept the maintenance responsibility for such paths, subject to appropriations made by the County for such maintenance; and
12. By resolution, abandon its interest in the former roads and request VDOT to accept maintenance of the replacement road in accordance with §33.1-155 and §33.1-229, Code of Virginia, 1950, as amended.

C. The VDOT agrees to:

1. Act as a cooperating agency and be responsible for guiding the decisions associated with improvements to VDOT-owned or maintained roadways or where VDOT interests are involved;
2. "Cooperatively participate" in NEPA environmental studies and documentation activities, design activities, right-of-way transfers, public involvement, and any other project activities as applicable;
3. Approve the final design standards for all improvements related to VDOT-owned facilities, provided that the final design standards meet VDOT standards and requirements;
4. Assign and designate a Project Manager for the project so that all communication regarding the design of the project will be coordinated and managed through that identified person;
5. "Cooperatively participate" in all design and construction field reviews (including pre-construction and progress meetings) and other project development activities and milestones as applicable;

6. If formally requested by EFLHD, perform hazardous materials studies for all off-Post properties to support highway right-of-way acquisitions on a schedule mutually agreeable to VDOT and EFLHD, excluding any asbestos and/or lead-based paint inspections or abatement for any structures;
7. In accordance with VDOT right-of-way acquisition procedures, using funds provided by DAR or other Federal sources, with the complete and timely cooperation of all parties to this Agreement, and with sufficient time allotted for the efforts in the project schedule, review/approve right-of-way plans prepared by EFLHD, prepare appraisals, title examinations and agreements, conduct closings, and acquire right-of-way as necessary for the Project except the land required for shared use path segments outside the highway right-of-way, which will be acquired and maintained by the County. It is understood and agreed by all parties that VDOT's time for performing the acquisition activities listed in this Paragraph 7 shall not begin to run until the District Right-of-Way & Utilities Manager of VDOT's Northern Virginia District receives official written "Notice to Proceed" with right-of-way acquisition from VDOT's State Director of Right-of-Way & Utilities. The "Notice to Proceed" will be issued only in accordance with VDOT's standard operating procedures, and will require that plans be approved for right-of-way acquisition prior to issuance;
8. Coordinate with the appropriate State and Federal agencies to determine when hazardous materials and MEC investigations and remediation conducted by the Army and EFLHD (for all lands to be transferred or otherwise acquired) have been completed to the satisfaction of the Commonwealth in accordance with the requirements contained in Virginia Code § 1-405;
9. Review and provide comments on the utility relocation plans;
10. Review the final plans and specifications for advertisement of the project;
11. Conduct its required processes and activities in accordance with the project development schedule and cooperate to maintain the project schedule and funding established for the project;
12. Provide land-use permits for construction in VDOT right-of-way, upon receipt and approval of appropriate and complete permit applications from EFLHD;
13. "Cooperatively participate" in the final inspection of the constructed facility;
14. Approve and accept for maintenance the completed replacement road, pursuant to the aforementioned County resolution, as well as other improvements to VDOT-operated facilities, provided that the improvements meet VDOT standards and requirements and any hazardous materials and MEC remediation activities are complete and meet with Commonwealth approval and the requirements of § 1-405 of the Code of Virginia;

15. Initiate the acceptance of the road as part of the secondary system of state highways to be maintained by VDOT when appropriate and the abandonment of the closed Beulah Street and Woodlawn Road - except for that portion between Richmond Highway and the Fort Belvoir Woodlawn Gate, which will continue to be maintained by VDOT as long as it remains a public road and is a part of the state secondary road system - concurrent with VDOT's acceptance of their replacement road;
16. Control and regulate access to this roadway through review and approval of future connections to ensure that this facility continues to operate in a manner acceptable to the Commonwealth; and
17. Terminate and adjust its jurisdictional and operational involvement over the property where the closed roads are located in accordance with § 1-400 *et seq.* or other appropriate provisions of the Code of Virginia, simultaneous with its acceptance of the proposed replacement road to the secondary system of state highways maintained by VDOT and take all necessary acts to accept concurrent jurisdiction over the replacement road once it is accepted into the secondary system of state highways maintained by VDOT.

D. The FHWA-VA agrees to:

1. Approve the right-of-way plans and administratively review the right-of-way acquisition and utility relocation activities;
2. Provide the funding from Federal-aid sources other than Defense Access Roads (DAR) for this project;
3. Review the final plans, specifications, and estimates for advertisement;
4. Cooperate in applicable project activities to ensure satisfactory completion of the project;
5. Participate in the final inspection of the project; and,
6. Accept the completed project as being in conformance with the approved design package.

E. The EFLHD agrees to:

1. Be the lead agency for and provide for overall coordination of the project and designate a Project Manager;
2. Provide the Federal funding from Defense Access Road sources for this project;

3. Coordinate a Project Schedule with the parties of the Agreement;
4. Be the lead agency and conduct all necessary work for the coordination, preparation, and approval of the environmental documentation required pursuant to the National Environmental Policy Act (NEPA), 23 CFR §771, 49 U.S.C. §303, and Section 106 of the National Historic Preservation Act (including environmental documentation, 4(f) statement, and Section 106 statement), including public involvement and obtaining all necessary clearances and permits;
5. Request that the U.S. Army Corps of Engineers designate the EFLHD as the lead Federal agency for compliance with Section 106 of the National Historic Preservation Act (16 U.S.C. 470s) in accordance with 36 CFR 800.2(a)(2), recognizing the Army's responsibilities for Section 106 compliance on Army lands and coordinating cultural resource work through the Fort Belvoir Environmental and Natural Resource Division;
6. Select and procure consulting services, as appropriate, for NEPA environmental studies and documentation, design, environmental permitting and approvals, utility relocation, construction assistance, and construction using procurement procedures in accordance with the Federal Acquisition Regulation (FAR), and the Transportation Acquisition Manual (TAM). The EFLHD will be the contracting office;
7. Design the Project in accordance with applicable AASHTO and VDOT standards and guides, and the Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects, current edition, as amended. Obtain written comments and concurrence from the Parties for the following activities and/or products:
 - A. Right-of-way and utility plans.
 - B. Preliminary plans (30 percent complete).
 - C. Plans-in-hand review (70 percent complete).
 - D. Final plans, specifications, and estimates (95 percent complete).
 - E. Completed construction project.
8. Provide the reports of FB and EFLHD hazardous materials and MEC investigations and remediation, and remediation plans both on Fort Belvoir and off-Post sufficient to support right-of-way acquisition, to VDOT for Commonwealth review and approval/concurrence prior to VDOT's initiation of right-of-way acquisition activities;
9. Perform any asbestos and/or lead-based paint inspections and abatement as required by State and Federal law and regulation for any structures present on off-Post acquisitions.
10. Complete any remediation activities for off-Post properties as recommended in the VDOT and/or EFLHD hazardous materials clearance studies and any approved remediation plans;

11. Prepare Federal lands transfer and/or right-of-way plans (for both Federal and non-Federal lands, as applicable) for VDOT's right-of-way appraisals, title examinations, agreements, and acquisition;
12. Be the lead agency for utility relocation by coordinating with utility owners, preparing utility relocation plans, obtaining utility agreements and performing other activities as required;
13. Apply for and obtain all required environmental permits and approvals;
14. Prepare and approve the final contract plans, specifications, and estimates for advertisement;
15. Provide plans for hazardous materials and MEC remediation activities to VDOT for review and approval by the Commonwealth;
16. Advertise, evaluate bids, and award construction contracts;
17. Administer any construction contracts, including construction inspection;
18. Provide the documented results of all completed hazardous materials and MEC remediation activities, including Federal and State Regulatory agency approvals, both on Fort Belvoir and off post, prior to VDOT's acceptance of the improvements for maintenance;
19. Conduct and document the final inspection, with the Army, County, VDOT, and FHWA-VA attending;
20. Be responsible for the administrative settlement or adjudication of claims arising from contracts awarded by the FHWA and covered by this Agreement in accordance with the FAR and TAM, and subject to the availability of project funds;
21. Prepare periodic written status reports on the project for all parties as appropriate; and
22. Ensure that either the current easement/right-of-way on the Woodlawn Road "stub" is continued or a new easement will be created upon the area of the Woodlawn Road "stub" prior to its transfer to the National Trust for Historic Preservation (NTHP).

ARTICLE II: DISBURSEMENT OF FUNDS

- A. Defense Access Road funds will be allocated directly to the EFLHD for use on the Project. Federal-aid funds (earmarked Federal appropriations) will be allocated directly to the FHWA-VA and VDOT for use on the Project. All funds and activities are subject to the

requirements of Title 23 and standard Federal-aid procedures.

- B. VDOT will be reimbursed for costs in connection with this Project in accordance with standard Federal-Aid procedures from Federal funds directly allocated to the FHWA-VA and VDOT, for activities such as “cooperative participation” in EFLHD’s efforts to obtain necessary environmental and historical clearances and permits and to implement treatment measures, acquisition of right-of-way, roadway abandonment and acceptance activities, on the proposed project. At the request of the EFLHD, FHWA-VA and VDOT will direct that remaining Federal-aid funds be deallocated and returned to the FHWA and reallocated to the EFLHD for design or construction of the project.
- C. If additional Federal funds are needed by VDOT for project activities from funds allocated to the EFLHD, the VDOT will prepare, execute, and forward a Project Agreement, PR-2 (or similar VDOT document) to request additional funds for applicable work activities (including a schedule and costs) to the EFLHD for review and approval. The EFLHD will authorize and execute the project amount based on the PR-2. The VDOT may invoice the EFLHD under normal FHWA current billing procedures as work progresses for reimbursement. Upon completion of the applicable project activities, surplus funds will be returned to the EFLHD. The PR-2 may also be modified as necessary to cover abandonment and acceptance activities. The VDOT will submit a monthly progress report to the EFLHD describing the activities performed and expenses billed.
- D. All costs associated, directly or indirectly, with right-of-way acquisition shall be paid for by the Army or other Federal sources. Among other costs and expenses, EFLHD will reimburse VDOT for personnel costs incurred by VDOT on Project-related activities. VDOT will establish a method by which personnel costs and other costs and expenses on Project-related activities (including, but not limited to, reviews and meetings) can be measured and billed to EFLHD. VDOT’s Project Manager will review all submitted billings from VDOT staff before presenting them to EFLHD for reimbursement and will submit a monthly invoice and report to EFLHD describing the activities, costs and expenses for which payment is being requested.
- E. It is understood that even though the Anti-Deficiency Act is applicable to funding, 100 per cent of all costs of the Project are the responsibility of the Army or other Federal sources, and VDOT is not responsible for any of the costs.
- F. It is the understanding and agreement of all Parties that the Richmond Highway-Telegraph Road Connector will be constructed as a four-lane highway funded entirely with Federal funding. Presently the Army has identified, both appropriated and programmed, \$31 million in Federal funding to fully fund design and land-easement of a four-lane facility and construction of a two-lane facility. The remaining funding necessary to construct a four-lane facility, expected to be an additional \$18 million, is being sought from other Federal funds, and presently \$7 million of the \$18 million has been appropriated from the Federal Highway Trust Fund through the efforts of Fairfax County. All Parties agree to cooperate in pursuing the remaining \$11 million in Federal funding so that a four-lane facility can be constructed. In the event that full funding for a

four-lane facility is not available at the time the construction contract is expected to be awarded (October 2008), the contract will be written to provide for construction in such a manner (including four-lane bridge, culvert, and other crossings, and intersections) so that the contract can be modified to complete the full four-lane facility as soon as Federal funding becomes available.

- G. The schedule for this Project is hereto attached, marked as Exhibit A, and made a part of this Agreement.

ARTICLE III: TERM OF AGREEMENT

This Agreement shall be in force for a period of at least five (5) years from the date of the last approving signature, but shall remain in effect until the work, including payment, has been completed to the mutual satisfaction of all Parties and the new roadway has been received and accepted into the state secondary roads system.

The Agreement may be modified by written consent of all of the Parties to cover any questions that may arise subsequent to the date of this Agreement. The Agreement may be renewed for an additional term upon written consent of all parties.

All Parties to the Agreement will be afforded the opportunity to inspect, review and comment on, at any time, work in progress, the financial records, and any other supporting documentation; and to participate in all meetings and field reviews.

ARTICLE IV: KEY OFFICIALS AND CONTACTS

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

Key Official

Point of Contact

A. For the ARMY-FB:

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D. For the VDOT:

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E. For the FHWA-VA:

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ARTICLE V: TERMINATION

This Agreement will terminate when all transfers of funds are completed and all work associated with this Agreement has been completed, inspected and approved in writing by the Parties with written notification to the FHWA or, if such is completed in less than five years, when a five-year term has expired.

ARTICLE VI: ASSIGNMENT

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 all Parties.

ARTICLE VII: LIABILITY

- A. 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 the law. All claims shall be

processed pursuant to applicable governing law.

- B. **TORT CLAIMS:** Any claim filed under the Federal Tort Claims Act (28 U.S.C. §2671 et seq., 1994), alleging an injury during the performance of this Agreement, which may be traced to a Party, shall be received and processed by the Party having responsibility for the particular injury-causing condition, under the law that governs such Party.

ARTICLE VIII: REQUIRED AND STANDARD CLAUSES

- A. Nothing in this Agreement shall be construed as limiting or affecting the legal authorities of the Parties, or as requiring the Parties to perform beyond their respective authorities. Nothing in this Agreement shall be deemed to bind any Party to expend funds in excess of available appropriations.
- B. **NON-DISCRIMINATION:** 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 Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. §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.
- C. **ANTI-DEFICIENCY ACT:** Pursuant to the Anti-Deficiency Act, 31 U.S.C. §1341(a)(1) (1994), nothing contained in this Agreement shall be construed as binding the United States to expend any sum in excess of appropriations made by Congress for the purposes of this Agreement, or as involving the United States in any contract or other obligation for the further expenditure of money in excess of such appropriations.
- D. **INTEREST OF MEMBERS OF CONGRESS:** 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.
- E. **LOBBY PROHIBITION:** The Parties will abide by the provisions of 18 U.S.C. §1913 (Lobbying with Appropriated Monies), which states:

No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other devise, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or its departments or agencies from communicating to Members of Congress on the request of any Members of Congress, through the proper official channels, requests for legislation or appropriations which they

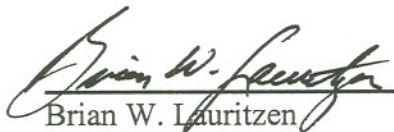
deem necessary for the efficient conduct of public business.

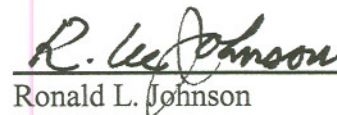
- F. This Agreement is subject to all laws governing Federal procurement and to all regulations and rules promulgated there under, whether now in force or hereafter enacted or promulgated, except as specified in this Agreement. Nothing in this Agreement shall be construed as in any way impairing the general powers of the Parties for supervision, regulation, and control of its property under such applicable laws, regulations, and rules. In addition, nothing contained in this Agreement shall be construed as binding the Commonwealth of Virginia to expend any sum.

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

**DEPARTMENT OF THE ARMY
FORT BELVOIR GARRISON**

**DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS
HUMPHREYS ENGINEER CENTER**

 31 MAY 07
 Brian W. Lauritzen Date
 Colonel, U.S. Army
 Garrison Commander

 20 June 07
 Ronald L. Johnson Date
 Major General, U.S. Army
 Installation Commander

COUNTY OF FAIRFAX, VIRGINIA


**DEPARTMENT OF TRANSPORTATION
COMMONWEALTH OF VIRGINIA**

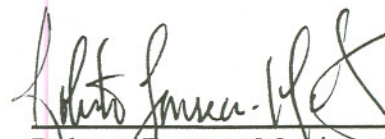
 7/2/07
 Anthony H. Griffin Date
 County Executive

 04/20/2007
 David S. Ekern, P.E. Date
 Commissioner

**DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
EASTERN FEDERAL LANDS
HIGHWAY DIVISION**

**DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
VIRGINIA DIVISION**

 11 Jul 07
 Melisa L. Ridenour, P.E. Date
 Division Engineer

 7/10/07
 Roberto Fonseca-Martinez Date
 Division Administrator

Project Schedule

Attachment A

1. National Environmental Policy Act Documentation (Environmental Assessment - EA)	Completed August 2006
2. Public Information Meeting on EA	Completed September 2006
3. Memorandum of Agreement between Army, Fairfax County, VDOT, National Trust for Historic Preservation (NTHP) and FHWA to formalize mitigation for impacts to historic properties and land exchange between Army, VDOT and NTHP for widening of Old Mill Road.	Anticipate final agreement April 2007
4. Project approval by VA Commonwealth Transportation Board Approval (CTB)	On CTB agenda for March 15, 2007
5. Roadway Design Initiated (preliminary/final)	January 2007
6. Initiate Right of Way Acquisition	Scheduled for October 2007
7. Final Design Approval	Scheduled for July 2008
8. Start Construction	Scheduled for October 2008
9. Complete Construction	Scheduled for October 2010