

Memorandum of Agreement

between the

Department of the Army
U.S. Army Corps of Engineers
Fort Worth District

and the

Department of Transportation
Federal Highway Administration
Eastern Federal Lands Highway Division

for the

Environmental Review, Engineering Services, and Construction

of

LA Route 10 at Fort Polk
Vernon Parish, Louisiana

The purpose of this Memorandum of Agreement (MOA) is to establish the roles, responsibilities, funding, and procedures by which the U.S. Army Corps of Engineers, Fort Worth District (COE), and the Department of Transportation, Federal Highway Administration (FHWA) Eastern Federal Lands Highway Division (EFLHD), will jointly participate in a project to reconstruct Louisiana Route 10 from Mississippi Avenue to approximately 600 feet beyond Texas Avenue at the Fort Polk Military Installation (Ft. Polk).

Ft. Polk is located in Vernon Parish in West Central Louisiana, approximately 45 miles southwest of Alexandria. It is southeast of the town of Leesville and approximately 30 miles east of the Texas-Louisiana border.

The scope of work consists of providing vertical re-alignment, center turning lanes, paved shoulders, and drainage improvements to Louisiana Route 10. The COE will administer the design and construction phases of this proposed project.

WHEREAS, funding has been identified in the FY 2001 Public Lands Highway Discretionary Program, 100 percent Federal share, in the amount of \$1,000,000, for access improvements at the proposed Ft. Polk project in Vernon Parish, Louisiana, and has been allocated to the EFLHD for reimbursement to the COE for the environmental review, planning, design, construction engineering, and construction associated with the proposed project in Vernon Parish, Louisiana; and

WHEREAS, 23 U.S.C. §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; and

WHEREAS, the COE is authorized under the discretionary portion of the Public Lands Highway Program, as authorized by TEA-21 (Public Law 105-178) and appropriated by the Department of Transportation Appropriations Act for 2001 (Public Law 106-346), and has agreed, to administer the environmental review, planning, design, and construction of the proposed project in Vernon Parish, Louisiana; and

NOW THEREFORE, the COE, and the EFLHD do hereby mutually agree as follows:

1. The COE shall be the lead agency for the project development and construction of the proposed project and shall perform all work, as necessary, to:
 - a. complete the environmental documentation (NEPA), planning, design, and construction for the proposed project;
 - b. prepare the DOT Section 4(f) statement, if applicable, and/or provide documentation which verifies that no 4(f) properties are impacted;

- c. apply for and receive any permits for any impact to the waters of the United States and/or wetlands;
 - d. provide the EFLHD with a breakdown of the proposed scope of work, including an estimate and time line, and a proposed budget for design and construction of the project, providing updates with semi-annual status reports; and
2. The EFLHD shall be a cooperating agency and shall:
- a. coordinate the 100 percent Federal funding, amounting to \$1,000,000, for the proposed project which includes funding for the preparation of environmental documentation, planning, design, construction engineering, and construction;
 - b. participate as necessary in intermediate and final plan reviews;
 - c. monitor and track the Federal funds being used for the proposed project.; and
 - d. approve the DOT Section 4(f) statement, if applicable, as determined by the EFLHD.
3. The designated points of contact for the coordination of this proposed project are as follows:

Mr. Steven M. Wright
Project Manager
Department of Defense
U.S. Army Corp of Engineers
Fort Worth District
P.O. Box 17300
Fort Worth, Texas 76102-0300
Telephone: (817) 978-0056
Fax: (817) 978-7046
E-mail: steven.m.wright@sef02.usace.army.mil

Ms. Dorothy M. Germain
Programs Engineer
Federal Highway Administration
Eastern Federal Lands Highway Division
21400 Ridgetop Circle
Sterling, VA 20166-6511
Telephone: (703) 404-6280
Fax: (703) 404-6217
E-mail: dorothy.germain@fhwa.dot.gov

4. The COE will request Federal funds from the EFLHD in an amount not to exceed \$1,000,000 for project activities. Based on this request, the EFLHD will secure and authorize funds for the specific activities by reimbursable agreement. Reimbursement to the COE will be based on invoices submitted to the EFLHD, which must reference this MOA, and shall be sent to: FHWA, EFLHD, 21400 Ridgetop Circle, Sterling, Virginia 20166.
5. The Highway Trust Funds for this proposed project are identified by a three-digit program code, PC-414, which will be used by the EFLHD, the FHWA, and the COE to track the obligation and expenditures. The COE shall be responsible for the administration of the Highway Trust Funds for this proposed project which include compliance with all applicable laws, regulations, and reporting of fiscal information required by the FHWA. All reporting of the unobligated funds and expenditures must be identified by the program code as noted above. The COE shall submit quarterly status reports on the project to the EFLHD.
6. The COE shall prepare and submit a final accounting of the costs for the proposed project by project activity to the EFLHD. At the completion of the project a final report and cost accounting shall be submitted to the EFLHD, which shall include copies of the final voucher and Contractor's Release form. The COE shall return any funds advanced by the EFLHD in excess of the actual costs, within 90 calendar days of the final accounting.

REQUIRED AND STANDARD CLAUSES

1. Anti-Deficiency Act: The parties agree that no funds will be expended in excess of available appropriations.
2. Non-Discrimination: The parties will abide by the provisions of Executive Order 11246, as amended; shall be in compliance with the requirements of Title VI of the *Civil Rights Act of 1964*, as amended (78 Stat. 252; 42 U.S.C. 2000(d) *et seq.*); Title V, Section 504 of the *Rehabilitation Act of 1973* (87 Stat. 394; 29 U.S.C. 794) as amended; the *Age Discrimination Act of 1975*, as amended (89 Stat. 728; 42 U.S.C. 6101 *et seq.*); and with all other Federal laws and regulations prohibiting discrimination on grounds of race, color, national origin, handicap, religion, or sex in employment and in providing facilities and services to the public.
3. Lobbying Prohibition: The parties shall abide by the provisions of 18 U.S.C. Section 1913, *Lobbying with Appropriated Moneys*, 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 device, 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 or after 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 of its departments or agencies from communicating to Members of Congress on the request of any Member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of public business.

Whoever, being an officer or employee of the United States or of any department or agency thereof, violates or attempts to violate this section, shall be fined under this title or imprisoned not more than one year, or both; and after notice and hearing by the superior officer vested with the power of removing him, shall be removed from office or employment.

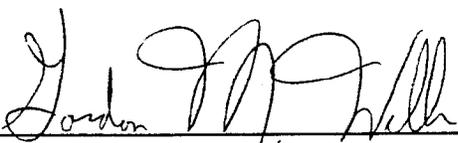
4. Procurement: This MOA is subject to all laws governing Federal procurements and to all regulations promulgated thereunder, whether now in force or hereafter enacted or promulgated.
5. Severance of Terms and Compliance with Applicable Law: Nothing in this MOA shall be construed as limiting or affecting the legal authorities of the Parties, or as requiring the Parties to perform beyond their respective authorities. The Parties shall comply with all applicable laws and regulations, and nothing herein contained shall be deemed to be inconsistent with or contrary to the purpose or intent of any Act of Congress or the laws of the State establishing, affecting, or relating to this MOA. If any term or provision of this MOA is held to be invalid or illegal, such term or provision shall not effect the validity or enforce ability of the remaining terms and provisions.
6. Drug Free Work Place Act (Required for use with Appropriated Funds): The parties certify that comprehensive actions will be taken to ensure the workplace is drug free.
7. In the event that a claim is brought under the Federal Tort Claims Act (28 USC 2671, *et seq*) against any Federal Party, alleging that the basis for the claim is related to the performance of this MOA; it shall be the responsibility of the Party receiving the claim to coordinate with any other Federal Party regarding investigation, settlement, or litigation arising from such claim. All other Parties to this MOA will cooperate in this effort.
8. The COE will be responsible for the administrative investigation, settlement or defense, in litigation of any claim based on the Contract Disputes Act and arising from any contract awarded by the COE in accordance with this MOA. The COE will coordinate its action with the FHWA on the status of these matters.

TERM OF THIS AGREEMENT

This MOA becomes effective on the date of the last approving signature, and shall remain in effect until the project is completed, or through 3 years from the date of execution of the MOA, whichever occurs first. The date of execution is the date of the last signature affixed to this document. The MOA may be modified, extended, or terminated by written consent of all of the Parties.

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

DEPARTMENT OF DEFENSE
DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS



Gordon M. Wells
Colonel, EN
Commanding
Fort Worth District

14 Dec '01
Date

DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
EASTERN FEDERAL LANDS HIGHWAY DIVISION



Mr. Allen W. Burden, P.E.
Division Engineer
Eastern Federal Lands Highway Division

1/3/02
Date