NATIONAL HISTORIC PRESERVATION ACT SECTION 106

PROGRAMMATIC AGREEMENT

AMONG THE

DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION;

U.S. ARMY GARRISON, FORT BELVOIR;

COUNTY OF FAIRFAX, VA;

COMMONWEALTH OF VIRGINIA
VIRGINIA DEPARTMENT OF TRANSPORTATION;

DEPARTMENT OF DEFENSE OFFICE OF ECONOMIC ADJUSTMENT;

CATAWBA INDIAN NATION;

NATIONAL TRUST FOR HISTORIC PRESERVATION;

ADVISORY COUNCIL ON HISTORIC PRESERVATION;

And

VIRGINIA STATE HISTORIC PRESERVATION OFFICER

REGARDING CONSTRUCTION OF
ROUTE 1 IMPROVEMENTS PROJECT
IN FAIRFAX COUNTY, VIRGINIA

DHR File No. 2001-0007
1. WHEREAS, the Federal Highway Administration, Eastern Federal Lands Highway Division (herein "FHWA"), serves as the lead Federal agency for the National Environmental Policy Act (herein “NEPA”) and for National Historic Preservation Act (16 U.S.C. § 470; herein “NHPA”) Section 106 compliance for the construction of proposed improvements to the Richmond Highway (U.S. Route 1) corridor between Telegraph Road (Route 611) and Mount Vernon Memorial Highway (Route 235) (herein “Undertaking”) in Fairfax County, Virginia; and

2. WHEREAS, FHWA, the U.S. Army Garrison Fort Belvoir (herein “the Army”), the County of Fairfax, Virginia (herein “the County”) and the Virginia Department of Transportation (herein “VDOT”), as Signatories to this Programmatic Agreement (herein “Agreement”), have also drafted the separate Project Memorandum of Agreement (herein “Project MOA”) (Attachment A) detailing the obligations and responsibilities of each party in relation to the funding, preliminary engineering, land acquisition, construction and maintenance of the Undertaking; and

3. WHEREAS, the Army has NEPA and NHPA Section 106 responsibility and the Army has designated FHWA as the lead Federal agency to fulfill its Federal responsibilities under NHPA Section 106 for the Undertaking (letter dated June 23, 2011, Attachment B); however, the determination of eligibility for any future discoveries on Army property shall be made by the Army; and

4. WHEREAS, pursuant to Section 404 of the Clean Water Act (33 U.S.C. § 1251 et seq.), a Department of the Army (herein “DA”) permit will likely be required from the Norfolk District of the U.S. Army Corps of Engineers (herein “the Norfolk District”) for this Undertaking, and the Norfolk District has designated FHWA as the lead federal agency to fulfill federal responsibilities under Section 106 (letter dated June 21, 2011, Attachment B); and

5. WHEREAS, the Department of Defense Office of Economic Adjustment (OEA) has approved the County's application for funding assistance in an amount not to exceed $180 million for the design and construction of transportation infrastructure improvements to Route 1 that are needed to improve patient access to the new Fort Belvoir Community Hospital, which was constructed to facilitate recommendations of the 2005 Defense Base Realignment and Closure Commission; and OEA has agreed to be a signatory to this Agreement (email dated August 24, 2012, Attachment B); and

6. WHEREAS, the National Trails System Act of 2009 (P.L. 90-453, as amended through P.L. 111-11, March 30, 2009) authorized the establishment of the Potomac Heritage National Scenic Trail and the Washington-Rochambeau Revolutionary Route National Historic Trail (herein “PHNST/WARO NHT”), a
portion of which may be sited within the footprint of the Undertaking and administered by the National Park Service (herein “NPS”); and the Virginia Outdoors Plan: Charting a Course for Virginia’s Outdoors (2007) and the Fairfax County Trails Plan, a component of the Fairfax County Comprehensive Plan, recognize the PHNST/WARO NHT as a regional, state and national resource; however, NPS, and not FHWA, would be the lead federal agency for NEPA/NHPA compliance if the National Trail designation within the footprint of the undertaking is finalized by NPS in the future; and

7. **WHEREAS**, the proposed improvements to Route 1 include:

   a) Reconstructing Route 1 to provide six through travel lanes between Telegraph Road and Mount Vernon Memorial Highway;

   b) Realignment of Route 1 between Belvoir Road and Mount Vernon Memorial Highway south of the existing roadway, as depicted in Attachment C;

   c) **Telegraph Road Intersection** – Modifying the northbound approach to include a third left-turn lane. The roadway would be widened to the north, and the existing Route 1 curb-line that abuts the historic Pohick Episcopal Church property would remain unchanged. The southbound approach would provide for one left-turn lane and one right-turn lane at Telegraph Road;

   d) **Cook Inlet Drive Intersection** – Providing for one left-turn lane in the northbound direction, and one right-turn lane in the southbound direction;

   e) **Fairfax County Parkway Intersection** – Reconstruction of the intersection to provide for two left-turn lanes in the northbound direction, and two right-turn lanes and one right-turn bay in the southbound direction;

   f) **Pohick/Backlick Roads Intersection** – Reconstruction of the intersection to provide one left-turn lane and two right-turn lanes in the northbound direction, and one right-turn lane and one left-turn lane in the southbound direction;

   g) **Belvoir Road Intersection** – Reconstruction of the intersection to provide two left-turn lanes (to the new Lieber Gate ACP) and one right-turn lane in the northbound direction, and two left-turn lanes and one right-turn lane in the southbound direction;

   h) **Woodlawn Road Intersection** – Reconstruction of the intersection to provide one left-turn lane in the northbound direction (existing Woodlawn Road would be extended to connect with the realigned Route 1 roadway, just to the west of Woodlawn Baptist Church. The extension shall be designed and constructed to VDOT standards and maintained by VDOT), and one right-turn lane in the southbound direction. A traffic signal shall also be provided at the intersection;

   i) **Mount Vernon Memorial Highway Intersection** – Reconstruction of the intersection to provide two left-turn lanes and one right-turn lane in the northbound direction; and
8. WHEREAS, the Fairfax County Transportation Plan (2011), and the Final Environmental Impact Statement for Implementation of 2005 Base Realignment and Closure (BRAC) Recommendations and Related Army Actions at Fort Belvoir, Virginia (June, 2007) provide background information to this Agreement; and

9. WHEREAS, the Area of Potential Effects (herein “APE”) has been established in consultation with the SHPO and other Signatories and consulting parties for the Undertaking; and separate APEs were established for archaeological and architectural resources, and are defined in Attachment D; and

10. WHEREAS, FHWA has compiled a listing of previously recorded historic properties within the APE based on SHPO, County and Army records; and FHWA has conducted additional archaeological and architectural surveys [Archaeological Survey of Proposed Area of Potential Effects Route 1 Improvements at Fort Belvoir (Telegraph Road to Mount Vernon Memorial Highway), Fairfax County, Virginia; Architectural Survey of Proposed Area of Potential Effects Route 1 Improvements at Fort Belvoir (Telegraph Road to Mount Vernon Memorial Highway), Fairfax County, Virginia) within the APE to supplement previous surveys and identify properties eligible, or potentially eligible, for listing in the NR; and

11. WHEREAS, FHWA, in consultation with the SHPO and other parties to this Agreement, has determined, and the SHPO concurs, that the sites listed in Attachment E Part A are architectural properties within the APE that are listed in the NR, and that the sites listed in Attachment E Part B are architectural properties within the APE eligible for listing in the NR; and

12. WHEREAS, FHWA, in consultation with the SHPO and other parties to this Agreement, has determined, and the SHPO concurs, that the sites listed in Attachment F Part A are archaeological sites within the APE that are listed in the NR, and that the sites listed in Attachment F Part B are archaeological sites within the APE that are potentially eligible for listing in the NR; and

13. WHEREAS, the proposed alternative minimizes public road right-of-way use of lands currently designated as a National Historic Landmark (herein “NHL”) and properties listed, or eligible for listing, on the National Register of Historic Places (herein “NR”) in accordance with Section 4(f) of the Department of Transportation Act and Section 110(f) of the NHPA, and these minimization strategies include the relocation of Route 1 farther away from Woodlawn NHL, the Woodlawn Quaker Meetinghouse and Cemetery, and the Woodlawn Baptist Church Cemetery; and
14. **WHEREAS**, FHWA, in consultation with the SHPO and other parties to this Agreement, has determined, and the SHPO concurs, that the Undertaking will have an Adverse Effect under NHPA Section 106 on the following properties:

a) Fort Belvoir Military Railroad bed (029-5648); the portion of the railroad bed within the limits of construction will be physically altered and destroyed;

b) Facility No. 1433, Railroad bridge (029-5424); the bridge will be removed from its current location, and may be permanently destroyed if a suitable recipient cannot be identified;

c) Woodlawn Historic District (029-5181, **Attachment E** Part C); adverse effects include: alteration of the viewshed; visual and auditory impacts; changes in relationship among the contributing properties; physical destruction of a portion of the historic landscape for a road and stormwater management infrastructure; and possible relocation of the two non-historic Woodlawn Stables structures to another location within the Historic District; physical relocation of Otis T. Mason House (029-5181-0006) and changes in land use and circulation patterns;

d) Sharpe Stable Complex (029-5181-0005), including the individually NR eligible Bank Barn; adverse effects include: changes in land use that will impact the historic setting; modification of access to pastureland associated with the agricultural use of the Sharpe Stable Complex; and visual and auditory impacts; and

15. **WHEREAS**, FHWA, in consultation with the SHPO and other parties to this Agreement, has determined, and the SHPO concurs, that the Undertaking will have an Adverse Effect under NHPA Section 106 on Woodlawn NHL (029-0056), owned by the National Trust for Historic Preservation (herein “the Trust”); and these adverse effects include: taking of Woodlawn NHL property; physical destruction of a portion of the historic landscape for a road and stormwater management infrastructure; changes in land use and access between different parts of the property; alteration of the viewshed; noise impacts; and cumulative impacts from the combination of the proposed project and the widening of Old Mill Road in connection with the Mulligan Road construction project; and

16. **WHEREAS**, FHWA acknowledges that additional Adverse Effects may occur to historic properties due to specific design features of the Undertaking, such as the location and appearance of noise barriers and stormwater management ponds, once the final design is known and that additional mitigation measures may be necessary; and

17. **WHEREAS**, FHWA, in accordance with 36 CFR § 800.10(a) and in consultation with the parties to the Agreement, has ensured that, to the maximum extent possible, planning and actions to minimize harm to Woodlawn NHL have taken place, including an analysis of alternatives considered to avoid, minimize, and /or mitigate adverse effects; and
18. WHEREAS, FHWA, in consultation with the SHPO and other parties to this Agreement, has conditionally determined, and the SHPO concurs, that the Undertaking will have no adverse effect on King’s Highway/Old Colchester Road (029-0953) if the final project plans maintain existing curb lines adjacent to Pohick Church and minimize realignment of Route 1 south of the Inlet Cove community; and

19. WHEREAS, a determination of effect that the Undertaking will have on Pohick Episcopal Church (029-0046) and the archaeological deposits associated with Woodlawn Plantation (44FX1146) cannot be made at this time and will be deferred until the processes contained in Stipulations IV through VI of the Agreement support such determinations; and

20. WHEREAS, the following archaeological sites have been identified, but additional survey will be required to evaluate their significance and potential impacts resulting from the Undertaking:
   a) 44FX1810
   b) 44FX1936; and

21. WHEREAS, FHWA acknowledges that additional historic properties may be adversely affected by the Undertaking once the final design is known and any further identification and evaluation efforts shall be completed pursuant to Stipulations V through VIII of the Agreement; and

22. WHEREAS, FHWA has invited, in accordance with 36 CFR § 800.6(a)(1), the Advisory Council on Historic Preservation (herein “ACHP”) to participate in consultation and the ACHP has agreed to participate (letter dated June 18, 2012, Attachment B); and

23. WHEREAS, the Trust has requested to participate in consultation as a signatory to the Agreement (letter dated June 8, 2012, Attachment B) and FHWA has agreed to the request based on the significant level of involvement, oversight, and management that will be required in order for the Trust to ensure fulfillment of mitigation requirements stipulated through the execution of the Agreement; and

24. WHEREAS, FHWA has invited, in accordance with 36 CFR § 800.10(c), the Secretary of the Interior (herein “Secretary”) through the NPS to participate in consultation on the Undertaking, and FHWA has received no response indicating the Secretary’s willingness to participate in consultation; and

25. WHEREAS, pursuant to 36 CFR § 800.2(c)(2), and in recognition of the obligation conferred upon FHWA by the American Indian Religious Freedom Act (42 U.S.C. § 1996; herein “AIRFA”), and Section 3(c) of the Native American Graves Protection and Repatriation Act (25 USC § 3002(c); herein “NAGPRA”), FHWA has invited the Catawba Indian Nation, the Eastern Band of Cherokee
Indians, the United Keetoowah Band of Cherokees, and the Tuscarora Nation to participate in the consultation process; and

26. WHEREAS, the Tribal Historic Preservation Officer representing the Catawba Indian Nation (herein “CIN-THPO) agreed to participate in consultation as an invited signatory to the Agreement (email dated May 4, 2012, Attachment B); and

27. WHEREAS, the Eastern Band of Cherokee Indians (herein “EBCI”) (during a telephone conversation, in which EBCI stated that the Undertaking is not located within its area of interest; see Attachment G) declined to participate, the United Keetoowah Band of Cherokees (email dated April 10, 2012; Attachment B) deferred consultation, and no response was received from the Tuscarora Nation; and

28. WHEREAS, VDOT is the State agency with administrative oversight, maintenance, and jurisdictional authority for the Undertaking once the Undertaking is completed and accepted into the systems of state highways; has participated as a consulting party; and has been invited by FHWA to be a signatory to this Agreement; and

29. WHEREAS, the County, through its Department of Transportation, has significant obligations related to implementing and overseeing the stipulations of the Agreement and has agreed to participate in consultation as a signatory to the Agreement; however, the county is not an Agency Official within the meaning of 36 CFR § 800.2, and has no legal or financial duties, responsibilities, obligations, or liabilities with regard to the Undertaking other than those explicitly described in the Agreement, or within any other written agreement signed by the County; and

30. WHEREAS, the Army is obligated through Stipulation II of the existing Base Realignment and Closure Programmatic Agreement (BRAC PA) among the Army, the SHPO, the ACHP, and the CIN-THPO to develop strategies to avoid or minimize any adverse effects to the designated open space areas adjacent to the Woodlawn Historic District which currently consist of 64.4 acres and are depicted in Attachment H; and

31. WHEREAS, construction of the Undertaking will encroach on, and cause the unavoidable loss of, approximately 3.21 acres of designated open space, the Army has identified suitable areas that shall be designated as open space to compensate for the loss, totaling approximately 70.8 acres, as depicted in Attachment I, following the guidelines of the BRAC PA; and

32. WHEREAS, FHWA has invited, in accordance with 36 CFR § 800.2(c)(5), the following parties to participate in the process, and the following parties have participated as Consulting Parties:
a) Woodlawn Baptist Church
b) Alexandria Monthly Meeting of the Religious Society of Friends (herein “Friends”)
c) Pohick Episcopal Church
d) National Park Service – Potomac Heritage National Scenic Trail
e) National Park Service – Washington-Rochambeau Trail
f) Inlet Cove Home Owners Association
g) Save Woodlawn Stables
h) Mount Vernon Ladies Association
i) Gum Springs Historical Society
j) Fairfax County Architectural Review Board (herein “ARB”)
k) Fairfax County Department of Planning and Zoning
l) Fairfax County Park Authority
m) Fairfax County History Commission; and

33. WHEREAS, FHWA has invited, in accordance with 36 CFR § 800.2(c)(5), the following parties to participate in the process, and the following parties have not participated:
   a) Virginia Council on Indians
   b) National Park Service – George Washington Memorial Parkway
   c) Historical Society of Fairfax County
   d) Accotink United Methodist Church; and

34. WHEREAS, FHWA, in accordance with 36 CFR § 800.2(d), has provided the public an opportunity to comment on this Undertaking through combined NEPA/NHPA notifications related to the three public meetings held on December 10, 2010, October 19, 2011, and June 5, 2012;

NOW, THEREFORE, FHWA, the Army, the County, VDOT, OEA, the Catawba Indian Nation, the Trust, ACHP, and the SHPO agree that this undertaking shall be implemented in accordance with the following stipulations in order to take into account the effects of the undertaking on historic properties.
STIPULATIONS

FHWA shall ensure that the following stipulations are implemented:

I. Treatment for Woodlawn Historic District (herein “District”)

This stipulation will describe measures to minimize and mitigate adverse effects to the District as a whole, and its contributing elements, Woodlawn NHL (029-0056); Sharpe Stables Complex including the Dairy, Corncrib, Stable and individually NR eligible Bank Barn (029-5181-0005); Grand View (029-0062); Woodlawn Quaker Meetinghouse (029-0172) and cemetery (44FX1211); Woodlawn Baptist Church cemetery (44FX1212); the George Washington’s Distillery and Grist Mill (029-0330); Otis Tufton Mason House (029-5181-0006); and Pope-Leighey House (029-0058). Mitigation specific to the NHL is contained in Stipulation II.

a) Woodlawn Historic District Design Workshops

FHWA shall facilitate two (2) design workshops among VDOT, the County, the Army, the SHPO, the Trust, Woodlawn Baptist Church, and Friends to evaluate alternative designs for proposed reduction of adverse effects to specific contributing properties and to the District as a whole. The first design workshop shall take place within three (3) months of execution of this Agreement. The date and location of the second workshop shall occur at a mutually agreeable time and place among the parties participating in the design workshops (herein “workshop participants”), and shall occur no later than six (6) months after the first workshop. Other parties to this Agreement not specified above are welcome to participate in the design workshops. ARB and the Fairfax County History Commission shall be included among the County’s representatives invited to attend the workshops. FHWA shall provide notification to all of the Signatories and Consulting Parties, including ARB and the Fairfax County History Commission, regarding the workshops.

FHWA and the County, in consultation with workshop participants, shall develop and submit design plans for review and comment by workshop participants. Designs may be distributed to workshop participants electronically, by mail, or at workshop meetings, as determined appropriate by workshop participants. FHWA shall provide design plans to workshop participants at least fifteen (15) days prior to each workshop. Workshop participants shall provide comments on preliminary design plans within thirty (30) calendar days of receipt. If no comments are received from the workshop participants, FHWA may assume that the non-responding party has no comments.

Any mitigation proposed as a result of the workshops would require land owner approval. Any mitigation proposed within VDOT Right-of-Way as a result of the workshops would be subject to VDOT regulations and approval.
FHWA and the County shall amend and submit revised design plans within thirty (30) days after the end of a comment period. Plan review and submittal deadlines may be changed with the agreement of all workshop participants but in no event shall any comment period be less than two (2) weeks after receipt. If the relevant issues cannot be resolved after two design workshops have been conducted, FHWA may schedule additional workshops.

Features to be discussed shall include, but not be limited to:

i. The shared-use driveway, a portion of which will be controlled and maintained by VDOT, providing access to the Trust, Woodlawn Baptist Church, and Woodlawn Quaker Meetinghouse, including ownership and maintenance issues.

ii. A signalized intersection at Woodlawn Road, which will be constructed to provide safe access to Woodlawn Baptist Church, Woodlawn Quaker Meetinghouse, and the Trust properties within the District.

iii. Landscaping needed to rehabilitate the setting, screen and reduce the visibility of the highway, and maintain viewsheds, to the greatest extent possible, for all Woodlawn Historic District properties, including plantings within and outside VDOT Right-of-Way. FHWA shall be responsible for the installation of all approved landscaping and for its maintenance and replacement over a one-year establishment period.

iv. Circulation patterns within the District, including vehicular, pedestrian and equestrian access, including portions of the PHNST/WARO NHT, and the abandoned section of Rt. 1.

v. FHWA shall fund the fabrication and installation of interpretive signage related to the District and its contributing properties, including the replacement of two (2) interpretive signs manufactured as part of the Mulligan Road project using updated maps of the new roadway and District configuration, the development of two (2) new interpretive signs similar in format to the Mulligan Road interpretive signs and the proposal of two (2) Virginia Historical Highway Markers. Installation of the Virginia Historical Highway Markers is contingent upon the approval of suitable locations by VDOT and the approval of text by SHPO Board of Historic Resources.

vi. Reducing the width of the roadway section, pursuant to Stipulation I.(b), reducing the impacts of the new road construction, and determining future usage of the section of the existing Route 1 corridor that may be abandoned.

vii. Re-establishment of appropriately designed fencing on Trust property.

viii. Location and design of storm water management ponds or drainage areas that minimize the total disturbance of natural vegetation and soil within the boundaries and viewshed of the Woodlawn Historic District so as to minimize adverse effects. The primary objective for designing storm water management areas shall be to create subtle and nearly imperceptible depressions into the landscape through terracing, berming, and
terraforming. Biofiltration and bioretention methods such as vegetated filter strips and swales shall be the preferred approach to managing stormwater.

ix. Design of “gateway” features and elements, at the boundaries of and within the Woodlawn Historic District, to create a context-sensitive setting that is distinctive from other non-historic portions of Rt.1 and Mount Vernon Memorial Highway. Gateway features shall include, but not be limited to, landscaping, lighting, the size and location of sidewalks, trails, fences, and signs.

x. Proposals for the relocation of the Otis Mason House and possible relocation of the non-historic Woodlawn Stables commercial equestrian facility. If equestrian related structures are not relocated on Trust property, proposals for an appropriate driveway entrance from Mount Vernon Memorial Highway to the NTHP property south of Rt. 1 will be discussed.

xi. The appropriateness and feasibility of sound abatement measures, if such measures are requested by qualifying landowners.

If conflicts arise that cannot be resolved to the satisfaction of all parties, they shall be addressed through the dispute resolution process outlined in Stipulation XII.

b) DESIGN AND MINIMIZATION OF ROADWAY SECTION THROUGH WOODLAWN HISTORIC DISTRICT

In an effort to minimize the adverse effects of the Undertaking on the Woodlawn Historic District, consistent with Section 4(f) of the Department of Transportation Act, NEPA and NHPA, to enhance the experience of visiting and traveling through the Woodlawn Historic District, and to provide a safer environment for motorists, pedestrians, and cyclists, FHWA, VDOT, and the County shall work together, in consultation with the SHPO, the Trust and other parties to this Agreement, to reduce the width of the right-of-way and roadway section to the maximum extent possible through the Woodlawn Historic District. These efforts shall include the following:

i. In order to provide an appropriate transition from realigned Route 1 to existing Route 1 north of Mount Vernon Memorial Highway, pursue necessary approvals to extend the roadway section at the eastern terminus of the project (with little or no median) as far into the historic district as is feasible and prudent.

ii. FHWA and the County shall include a requirement in the project’s Request for Proposals, and in the design and construction contract, which directs the contractor to seek design waivers and exceptions to minimize the width of the road and the right-of-way through the Woodlawn Historic District. In attempting to minimize the width of the road, FHWA shall direct the contractor to consider the process and solutions detailed in
c) WOODLAWN BAPTIST CHURCH AND CEMETERY

i. Within six (6) months of execution of this Agreement, the Army shall initiate the granting of an easement for the construction of an access driveway to serve the Baptist property and a use permit with related conditions allowing limited usage of the land on Fort Belvoir located adjacent to the Woodlawn Baptist Church property and bounded by the realigned Route 1 and new access road. The permit would allow the area to be used and maintained by the Baptists for recreation, occasional parking, and other temporary, low impact activities. The construction of permanent buildings, including dwellings, will not be permitted. The construction of certain structures, such as retaining walls, and signage, may be permitted with Army approval. Granting of the access easement and use permit are subject to Department of the Army (DA) approval.

ii. FHWA shall include in its design and implement the removal of pavement from the church’s existing driveway in order to restore the historic character of the landscape. Driveway modifications shall conform to The Secretary of the Interior’s Standards for the Treatment of Historic Properties as they relate to the Guidelines for the Treatment of Cultural Landscapes.

iii. FHWA shall include in its design and implement landscaping that will replace vegetation removed due to the Undertaking. Any landscaping proposed within the VDOT Right-of-Way would be subject to VDOT regulations and approval. Any landscaping proposed on Baptist property will be subject to Baptist approval as described in Stipulation I(a)(iii) of this Agreement. FHWA shall be responsible for the installation of all approved landscaping and for its maintenance and replacement over a one-year establishment period.

iv. FHWA contracted the services of archaeologists with specialized mortuary experience to document the cemetery (FHWA 2012c), including a grave location survey and the cataloging of gravestone data. The survey used FHWA’s Flexibility in Highway Design guide. FHWA shall direct the contractor to propose solutions for VDOT to consider which may include reduction in lane width (for traffic, bicycle, and pedestrian lanes), length of turning lanes, median and shoulder width, size of gutter pan, adjustment of speed limit, limitations on signage, and other elements of the standard roadway design.

iii. VDOT shall consider all design waivers and exceptions presented by the contractor and shall work with the contractor to accommodate, when appropriate, such waivers and exceptions as provided for in VDOT Instructional and Informational Memorandum: Design Exceptions/Waivers, IIM-LD-227.5 and IIM-S&B-70.3, which recognizes the FHWA publication “Mitigation Strategies for Design Exceptions,” as providing mitigation efforts that shall be followed when processing design exceptions.
minimally invasive techniques, such as Ground Penetrating Radar, to determine the locations of graves. The survey included areas within the known boundaries of the cemetery, and extended beyond the known boundaries to areas that may have contained associated graves. A searchable database of gravestone information includes inscriptions, descriptions of the stones, photographs, and other data. The survey was intended as mitigation, but was implemented in advance to assist in the design and project impact analysis process. FHWA shall provide final copies of all materials resulting from Stipulation I(b)(iv) to the Woodlawn Baptist Church, SHPO, the Virginia Room at the City of Fairfax Regional Library, and Cultural Resource Management Branch, Fairfax County Park Authority in a form that is acceptable to each party.

v. Additional activities impacting the Woodlawn Baptist Church, including the relocation of church signs, relocation/replacement of utilities, noise abatement and other details will be determined separately from this Agreement by FHWA, the Woodlawn Baptist Church, and other parties, as appropriate to the specific activity.

d) OTIS TUFTON MASON HOUSE

FHWA shall relocate the Otis Tufton Mason House according to the following procedures:

i. FHWA shall relocate the building to a permanent site selected by the Trust, nearby and on Trust property, as a means of recreating the historic setting, association, and general feel of the Otis Tufton Mason House to the extent possible. FHWA shall ensure that Consulting Parties will have the opportunity to provide input regarding the proposed relocation site, including site improvements such as access and parking area, during the design workshops described in Stipulation I.

ii. FHWA shall contract a professional building mover that is bonded and insured to undertake the relocation of the Otis Tufton Mason House. The SHPO and the Trust will review and approve the experience and professional qualifications of the mover prior to FHWA entering into a contract.

iii. FHWA shall develop a stabilization and moving plan for the Otis Tufton Mason House, in conformance with Moving Historic Buildings (Curtis, 1979), before relocation of the house or any part thereof. The plan shall be developed in consultation with and shall receive the concurrence of the Trust and the SHPO. At a minimum, the plan will consist of the following elements: recordation of significant architectural features of the Otis Tufton Mason House, documentation of the history of the building (through research in federal, state and local archival depositories), documentation of missing architectural features of the Otis Tufton Mason House, identification of features that require stabilization prior to relocation, the method of moving the building, the route which the
building will take from its existing site to its new site, and the method of securing and stabilizing the Otis Tufton Mason House after relocation. FHWA shall ensure that any contract entered into related to the relocation will include the specific regulations or requirements governing the performance of the mover’s responsibilities.

iv. FHWA shall secure any necessary permits and approvals required to move and site the house. Within twelve (12) months of relocation to its new site the FHWA shall ensure that the Otis Tufton Mason House is in a habitable condition and receives a certificate of occupancy from the appropriate local government agency. This will include, at a minimum, connecting utilities to the house in order to provide the building electrical, water, and sewer service. Comparable electrical, water, and sewer service shall also be provided to benefit the other buildings within the Sharpe Stables Complex. The Trust shall be responsible for the final connections to the interior of Sharpe Stables Complex structures. Access and parking will also be provided by FHWA.

v. Within twelve (12) months of the move, FHWA shall demonstrate to the satisfaction of the Trust and the SHPO that the relocation occurred according to the previously approved stabilization and moving plan.

vi. FHWA shall be responsible for the following costs as may be necessary to satisfy the terms of this Agreement: architectural and engineering services, stabilization of the Otis Tufton Mason House prior to relocation, moving the Otis Tufton Mason House, the construction of a new foundation that is compatible with the historic character of the Otis Tufton Mason House, installation of utilities consistent with Stipulation I(d)(iv), and access/parking modifications. FHWA shall also ensure that the Otis Mason House is reasonably protected from vandalism and the elements during the construction and relocation process. All windows, doors, and other entry ways shall be locked and/or secured to prevent unauthorized entry. Any temporary external openings required for the relocation of chimneys, roofing, or other structural components will be blocked when unattended using plywood, tarps, or other materials, as appropriate, to prevent damage by vandals, animals, or the elements.

vii. FHWA shall ensure that prior to the construction of the new foundation the proposed relocation site is adequately surveyed for archaeological deposits according to the processes outlined in Stipulations V through VII.

viii. FHWA shall ensure that archaeological monitors are present when the existing foundation and/or associated builder’s trench are disturbed and that an archaeological monitoring report is prepared and submitted to the SHPO and other parties to this agreement.

e) Within twelve (12) months of execution of this Agreement FHWA shall prepare a draft NR nomination form for the Woodlawn Historic District. The draft nomination shall be developed in consultation with the SHPO and other consulting parties. Development of the supporting documentation will commence after the completion of Stipulations I.A, V and VI. FHWA shall submit the final
f) Within six (6) months of execution of this Agreement, FHWA shall complete draft SHPO Intensive Level Survey forms for the following properties contributing to the District:
   1. Sharpe Stables Complex (Dairy, Corncrib, Stable, and Bank Barn)
   2. Grand View

FHWA shall ensure that the forms are entered electronically into the Virginia Department of Historic Resources (DHR) Data Sharing System (DSS), or its successor electronic inventory system. FHWA shall submit the draft Intensive Level Survey forms to the SHPO for review and acceptance.

g) Within six (6) months of execution of this Agreement FHWA shall complete measured drawings of the following individually listed or eligible properties within the District:
   1. Woodlawn Quaker Meetinghouse
   2. Pope-Leighey House

FHWA shall provide the respective owners of these properties copies of the completed measured drawings for the properties which they own, and the SHPO copies of the completed measured drawings for these properties.

h) The Department of the Army shall provide a permanent ingress/egress easement to the Trust, Alexandria Monthly Meeting of the Religious Society of Friends, and Woodlawn Baptist Church for a shared use driveway to ensure access to Route 1.

i) Upon completion of the Undertaking and the re-opening of the improved Route 1, VDOT, through its Commissioner of Highways, shall file an application with the Commonwealth Transportation Board requesting the abandonment of any sections of the existing Route 1 alignment within the Woodlawn Historic District that are outside of the area required for the improved Route 1 alignment. The Commonwealth Transportation Board will consider such application in accordance with the requirements and procedures set forth in Article 10 of Title 33.1 (33.1-145 et seq.) of the Code of Virginia. The Commissioner of Highways has the authority to convey any abandoned section of Route 1 by deed to another party in accordance with the requirements of Article 10 of Title 33.1 (33.1-149) of the Code of Virginia and VDOT’s Right of Way Manual of Instructions. Within six (6) months of award of the design-build contract, the FHWA shall prepare a title report along with a preliminary survey of Route 1 within and adjacent to the Woodlawn Historic District depicting any existing and proposed easements and restrictions, including but not limited to utility easements and drainage easements, within the right-of-way.

II. Treatment for Woodlawn National Historic Landmark
a) FHWA shall provide and oversee the distribution of project funding to mitigate
for impacts to Woodlawn NHL. These mitigation measures are directly relevant to
the adverse effects of the project on the Trust’s ability to manage and maintain
this historic property, and to the adverse effects of the project on the experience of
visitors to the site. These mitigations are provided to benefit any structure or
landscape within the NHL boundaries including the Woodlawn Plantation, Grand
View, and Pope-Leighey House. The following is a list of mitigation measures
that will be provided within the boundaries of Woodlawn NHL:

i. Installation of public water service sufficient to serve the Woodlawn
property. Upgraded water mains will be provided with stubs from the
water main towards the buildings. The Trust shall be responsible for the
final connections to the buildings. The water service shall be sufficient to
provide fire protection through the use of fire hydrants and water mains
adequate in capacity for fire protection and a sprinkler system.

ii. Installation of a sanitary sewer service line sufficient to serve the
Woodlawn property. The Trust shall be responsible for the final
connections from the buildings to the lateral stubs and manholes at the
main sewer line.

iii. Installation of natural gas service. The Trust shall be responsible for the
final connections to the buildings.

b) FHWA shall ensure that the areas for proposed location of water and sewer lines,
landscaping and other ground disturbing activity resulting from mitigation
measures are adequately surveyed for archaeological deposits according to the
processes outlined in Stipulations V – VII.

c) FHWA shall install an underpass beneath Route 1 adjacent to the Sharpe Stable
Complex in order to restore access to the pastureland associated the Sharpe Stable
Complex buildings which would otherwise be diminished due to the Undertaking.
The underpass shall be built to allow limited farm equipment and vehicular access
between the NHL and remainder of the Woodlawn property which is listed on the
National Register of Historic Places. FHWA shall also provide an appropriate
driveway entrance from Mount Vernon Memorial to the Trust pastureland.

d) FHWA shall develop and submit design plans for review and comment by the
Trust and the SHPO. The Trust and the SHPO shall provide comments on
preliminary design plans within thirty (30) calendar days of receipt. If no
comments are received from the Trust or the SHPO, FHWA may assume that the
non-responding party has no comments. FHWA shall amend and submit revised
design plans within thirty (30) days after the end of a comment period. Plan
review and submittal deadlines may be changed with the agreement of all parties.

e) FHWA shall ensure that all work conducted on the Trust’s property under this
Undertaking shall be closely coordinated with the Trust in order to avoid any
harm to the property through the construction of the mitigation measures and to
minimize impacts on the Trust’s operation of the property. Prior to beginning work on the mitigation measures on the Trust’s property, the FHWA must receive written permission from the Trust in the form of a right of entry agreement, which outlines the scope of the work being performed and the roles, responsibilities, and obligations of each party.

III. Documentation and Treatment for Fort Belvoir Military Railroad Bed and Bridge

A. Prior to its removal FHWA shall conduct Historic American Engineering Record (HAER) Level I documentation of the Bridge and portions of the Railroad Bed within the APE. The documentation will include large-format photography, a narrative history of the structures, and measured drawings. Upon completion of the HAER documentation, FHWA shall provide final copies to the Army, the Virginia Room at the City of Fairfax Regional Library, the Fairfax County Department of Planning and Zoning, the Cultural Resource Management Branch, Fairfax County Park Authority and the SHPO in a form that is acceptable to each party.

B. In consultation with the Army and the SHPO, FHWA shall develop within six (6) months of execution of this Agreement a marketing plan for determining if there is a capable party willing to relocate and assume ownership of Railroad Bridge Facility No. 1433. The marketing plan shall identify parties to whom FHWA shall send direct solicitations for expressions of interest as well as the media outlets through which the availability of the bridge will be advertised to the general public. FHWA shall provide the marketing plan to the Army and the SHPO for review and approval.

C. Once the marketing plan has been approved by the Army and the SHPO, FHWA shall follow the process outlined below to identify a capable party to relocate and assume ownership of Railroad Bridge Facility No. 1433:

1. FHWA shall implement the marketing plan developed pursuant to Stipulation III.B. Interested parties shall have until 5:00 pm on the thirtieth (30th) calendar day following receipt of a direct solicitation from FHWA or following initial publication notice of the bridge’s availability to submit to FHWA a detailed proposal for the relocation and preservation of the bridge.

2. Proposals must describe in detail:
   a) the individual, organization, or government agency that will assume ownership;
   b) the prospective use of the bridge and a plan for implementing that use;
   c) a plan and schedule for moving the bridge in accordance with a construction schedule specified by FHWA;
d) the financial and technical capabilities of the recipient to move and
maintain the bridge; and

e) the ability of the recipient to indemnify the Army from all future
liability and claims.

3. Proposals must include a map showing the location of the proposed new site
for the existing structure, maps or drawings depicting any areas of the new site
where the ground surface will be disturbed by the reconstruction activities,
and a plan to identify any archaeological sites that might be present at the new
site and for avoiding harm to any archaeological sites eligible for the NR.

4. Proposals must certify that the recipient will:

a) assume responsibility for conducting all work associated with the
bridge relocation, including complying with all applicable
environmental regulations and laws, obtaining all appropriate
environmental clearances and permits, conducting any necessary
archaeological studies, and moving, dismantling, and reconstructing
the bridge according to *The Secretary of the Interior’s Standards for
the Treatment of Historic Properties* (36 CFR Part 68);

b) assume all liability associated with the bridge and will indemnify the
Army from any further responsibility; and

c) consent to offer the donation of a preservation easement on the bridge
to the Board of Historic Resources, to be administered by the Virginia
Department of Historic Resources (*Code of Virginia* 10.1-2204), or to
another party selected in consultation with the SHPO and other parties
to this Agreement. The Board of Historic Resources or another
selected party is not obligated to accept a preservation easement
offered pursuant to this Agreement. If no entity is found that will
accept an easement on the bridge, the parties to this Agreement shall
consult in order to decide upon a mutually acceptable alternative.

5. FHWA shall consider only those proposals submitted in accordance with the
established schedule. If FHWA receives no expressions of interest in
acquiring the bridge by the close of the thirtieth (30th) day following receipt of
a direction solicitation from FHWA or following initial publication of any
notice of the bridge’s availability, FHWA shall so notify the Army and the
SHPO. After fulfilling the additional requirements of Stipulation III.g) of this
Agreement, FHWA may proceed to demolish the bridge.

6. In consultation with the Army and the SHPO, FHWA shall review any
proposal received in accordance with the established schedule for submission,
but FHWA reserves the exclusive right to accept or reject any or all proposals.

7. FHWA shall reject any proposal that fails:

a) to include the information or certifications requested;
b) to preserve the historic significance of Railroad Bridge Facility No. 1433 by using the entire bridge at another location within either the District or a location nearby;
c) to demonstrate that the prospective recipient has the financial and technical capabilities to move and maintain the bridge;
d) to ensure that the bridge will be moved in accordance with FHWA’s specified construction schedule; or
e) to include appropriate and adequate measures for avoiding harm to archaeological sites eligible for the NR that may be present at the new site for the bridge.

8. In reviewing the proposals FHWA shall also consider:
   a) the degree to which each proposal conforms to the Secretary of the Interior’s Standards for the Treatment of Historic Properties (36 CFR 68); and
   b) any comments received from the Army or the SHPO within thirty (30) calendar days of receipt of the proposals from FHWA.

D. FHWA shall inform the Army and the SHPO of its final decision to accept or reject any proposals received for relocating and assuming ownership and responsibility for maintenance and preservation of Railroad Bridge Facility No. 1433. If an acceptable proposal is identified and the bridge is subsequently relocated, FHWA shall submit to the Army and the SHPO both black and white and color 35 mm photographs of the bridge at its new location within thirty (30) calendar days of completion of the relocation and installation.

E. After fulfilling the requirements of Stipulation III.A. through III.D and Stipulation III.G of this Agreement, and after coordinating with the Army, FHWA may demolish Railroad Bridge Facility No. 1433 if (a) FHWA identifies no willing party or acceptable proposal for moving and assuming ownership and responsibility for maintenance and preservation of the bridge, or (b) FHWA accepts such a proposal from a willing party but the selected party fails to execute an agreement with FHWA for ownership, removal, and maintenance and preservation of the bridge within forty-five (45) calendar days of acceptance of its proposal or fails to remove the bridge in accordance with the construction schedule specified by FHWA. After demolishing the bridge, and in addition to the documentation required by Stipulation III(a), FHWA shall update DHR’s DSS, or its successor electronic inventory system, file on the rail bridge. This update shall indicate that the bridge has been demolished and reference the HAER Level I documentation.

F. FHWA shall offer as an incentive to ownership a one-time monetary payment up to an amount not to exceed the cost of demolition (approximately $50,000, as estimated and approved for reimbursement by the FHWA) to be used by a new owner for implementing a plan, approved by the Army, the SHPO and FHWA, for the relocation and preservation of the Railroad Bridge Facility No. 1433. FHWA
shall provide this payment only on a reimbursement basis for funds already
expended by the new owner on the relocation and preservation plan.

G. The portions of the FBMRR track bed north of Telegraph Road have suffered
erosion damage due to severe weather in 2011. FHWA shall repair and stabilize
the damaged sections of the track bed. Repairs shall meet all necessary storm
water regulations and the standards outlined in Stipulation X of this Agreement.

H. FHWA and the Army shall develop and install six (6) Fort Belvoir historic
markers at key locations along the route of the Fort Belvoir Military Railroad
(FBMRR) which will interpret the history of the route. The markers will conform
to the style of the existing Fort Belvoir historical sign program using upright cast
metal markers. Marker locations shall include the crossings at Telegraph Road,
John J. Kingman Road, Pohick Road, 21st Street, Rail Bridge 1433, which will be
demolished as a part of the widening, and Rail Bridge 2298, which crosses over
Beulah Road in Accotink Village. Fort Belvoir will provide FHWA with a copy
of the FBMRR Multi-Property National Register Nomination to assist FHWA in
the development of the signage. FHWA shall submit a draft historic marker
development plan to the SHPO and Fort Belvoir for review and comment. This
plan will include, but is not limited to, design graphics, draft language, and site
plans for marker location. This mitigation will be implemented within twenty-four
(24) months of this Agreement. FHWA shall submit to the SHPO and other
parties to this Agreement drafts of the markers texts and design for their review
and comment. The SHPO and other parties of this Agreement shall have thirty
(30) days upon receipt of complete information in which to respond. If the SHPO
or another party to this Agreement does not respond within thirty (30) days
FHWA may assume that the non-responding party(ies) has no comment. FHWA
shall fund the fabrication and installation of the historic markers.

IV. Protective Measures and Determination of Effects for Pohick Episcopal
Church

A. Vibration Monitoring

1) Prior to beginning construction, FHWA shall contract the services of a
qualified individual or firm to conduct a Pre-Construction Survey of Pohick
Episcopal Church. The contractor must demonstrate experience in working
with historic masonry buildings, and have at least five (5) years of
professional experience as a Building Conservation Specialist. The
contractor will have successfully completed at least three (3) building
conservation projects where he/she has taken into account the effects of
different levels of vibration on historic masonry and frame buildings.
FHWA shall ensure that all contract documents contain the specifications
described in this stipulation.
2) The Pre-Construction Survey shall establish baseline conditions for monitoring vibration impacts during construction, and shall:
   a) Establish an area of vibration impact;
   b) Establish existing vibration levels unrelated to construction activity from the Undertaking;
   c) Provide details about fragility of building materials and the existing conditions of the foundation and masonry/brick structure using photographs, measurements, and other documentation, as appropriate;
   d) Specify site-specific environmental conditions in the area of impact that would affect the transmission of vibrations including geology, soil types, water table, etc.;
   e) Recommend appropriate vibration thresholds for monitoring during construction to prevent damage Pohick Episcopal Church; and
   f) Recommend appropriate vibration mitigation strategies that may be incorporated into the Vibration Monitoring Plan (herein “VMP”).

3) Prior to beginning construction, FHWA shall prepare a VMP based on the findings from the Pre-Construction Survey. The VMP shall include the following:
   a) Construction activities that require monitoring;
   b) General timeframes for monitoring; and
   c) Thresholds of vibration levels that should not be exceeded during construction in the vicinity of Pohick Episcopal Church.

4) FHWA shall submit the VMP to the SHPO and Pohick Episcopal Church for review and comment prior to beginning construction. The SHPO and Pohick Episcopal Church shall have fifteen (15) days for review and comment. If the SHPO and Pohick Episcopal Church do not respond within fifteen (15) days, FHWA may assume that the non-responding party has no comment. FHWA shall submit any modifications to the VMP to the SHPO and Pohick Episcopal Church for review and comment. The SHPO and Pohick Episcopal Church shall have fifteen (15) days for review and comment. If the SHPO and Pohick Episcopal Church do not respond within fifteen (15) days, FHWA may assume that the non-responding party(ies) have no comment.

5) If vibrations are found to exceed the thresholds established for protection of the church, the work causing that vibration will cease and corrective action shall be taken to return the vibration level to acceptable thresholds.

6) FHWA shall be responsible for any repairs to damage to the church resulting from construction activities within the vibration monitoring area, in accordance with The Secretary of the Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (1994).
Before initiating repairs, FHWA shall, in consultation with Pohick Episcopal church, develop specifications for repair work. FHWA shall submit rehabilitation plans to the SHPO, for a period not to exceed thirty (30) calendar days, for review and comment. If no comments are received from the SHPO with thirty (30) days, FHWA can assume concurrence.

B. TELEGRAPH ROAD INTERSECTION DESIGN WORKSHOPS

FHWA shall facilitate two (2) design workshops among VDOT, the County, the SHPO, the Army, Pohick Episcopal Church and representatives of the Inlet Cove Board of Directors or Home Owners Association to evaluate alternative designs at the intersection of Telegraph Road and Route 1. The first design workshop shall take place within three (3) months of execution of this Agreement. The date and location of the second workshop shall occur at a mutually agreeable time and place among the workshop participants, and shall occur no later than six (6) months after the first workshop. Other consulting parties may participate in the design workshops. ARB and the Fairfax County History Commission shall be included among the County’s representatives invited to attend the workshops. FHWA shall provide notification to all of the Signatories and Consulting Parties, including ARB and the Fairfax County History Commission, regarding the workshops.

FHWA and the County, in consultation with workshop participants, shall develop and submit design plans for review and comment by workshop participants. Designs may be distributed to workshop participants electronically, by mail, or at workshop meetings, as determined appropriate by workshop participants. FHWA shall provide design plans to workshop participants at least fifteen (15) days prior to each workshop. Workshop participants shall provide comments on preliminary design plans within thirty (30) calendar days of receipt. If no comments are received from the workshop participants, FHWA may assume that the non-responding party has no comments.

Any mitigation proposed as a result of the workshops would require land owner approval. Any mitigation proposed within VDOT Right-of-Way as a result of the workshops would be subject to VDOT regulations and approval.

FHWA and the County shall amend and submit revised design plans within thirty (30) days after the end of a comment period. Plan review and submittal deadlines may be changed with the agreement of all workshop participants but in no event shall any comment period be less than two (2) weeks after receipt. If the relevant issues cannot be resolved after two design workshops have been conducted, FHWA may schedule additional workshops.

If conflicts arise that cannot be resolved to the satisfaction of all parties, they will be addressed through the dispute resolution process outlined in Stipulation XII.
C. DETERMINATION OF EFFECT FOR POHICK CHURCH

A determination of effect cannot be made at this time due to uncertainty related to the final design, particularly the potential construction of sound walls, and the possibility of damage resulting from construction vibration. When the design plans are more fully developed a determination of effect based on visual impacts will be made by FHWA in consultation with the parties to this Agreement. If the project will have an adverse effect on Pohick Church, an appropriate minimization and mitigation strategy will be developed in consultation with the parties to the Agreement. If construction vibration results in an adverse impact, corrective action will be taken as described in Stipulation IV.A.

V. ADDITIONAL TESTING OF ARCHAEOLOGICAL PROPERTIES

A. FHWA acknowledges that identification surveys have not been conducted in all portions of the APE, including the vicinity of Accotink Village and near Telegraph Road. All areas within the archaeological APE shall be surveyed prior to construction in accordance with the stipulations of this agreement.

B. An archaeological survey of the entire Trust property was conducted by the Chicora Foundation in 1999; however the survey recommendations and results did not receive SHPO concurrence. Within six (6) months of the execution of this agreement, FHWA shall review and update the Chicora survey, as necessary, to identify and evaluate archaeological sites throughout the entire Trust property. This will help guide the design of mitigation measures so that impacts to any significant deposits can be avoided or minimized, including the archaeological deposits associated with the NHL (44FX1146).

C. FHWA shall evaluate sites 44FX1810 and 44FX1936 for NR eligibility. FHWA shall consult with the Signatories, and other consulting parties, regarding the NR eligibility of the sites, and seek concurrence and development of avoidance, minimization, or mitigation measures.

D. If activities related to the implementation of the Undertaking, and having the potential to impact archaeological resources, are to occur outside the previously identified APE, FHWA shall identify and evaluate archaeological properties prior to initiation of any land disturbing construction activities. If, as a result of testing, archaeological sites are identified that are eligible for listing in the NR, a plan for their treatment will be developed as described under Stipulation VII.

E. FHWA shall ensure that archaeological properties occurring within the APE that are to be impacted by activities related to the implementation of the Undertaking (including, but not limited to, construction of stormwater management measures, borrow and staging areas, or tree removal and revegetation) are evaluated for NR eligibility by FHWA in consultation with SHPO. Evaluation shall be accomplished
prior to initiation of land disturbing activities. FHWA shall consult with the
Signatories, and other consulting parties, regarding the NR eligibility of
archaeological properties evaluated, and seek concurrence and development of
avoidance, minimization, or mitigation measures.

VI. Eligibility Determination and Determinations of Effect for Archaeological
and Architectural Properties

A. FHWA shall submit its findings regarding archaeological Phase I and II testing in a
report to the SHPO with a formal request for concurrence. FHWA shall apply the
NR criteria for eligibility to surveyed archeological sites in consultation with the
SHPO, CIN-THPO, Signatories, and other consulting parties, to reach one of the
following conclusions:

1. If FHWA determines the criteria are not met, and the SHPO and CIN-THPO
agrees, the property shall be considered not eligible. Such sites shall typically
require no further review or consideration under this Agreement. If FHWA
and the SHPO or CIN-THPO do not agree, or if ACHP or the Secretary so
request, FHWA shall obtain a determination of eligibility from the Secretary
pursuant to 36 CFR Part 63.

2. If FHWA determines any of the NR criteria are met and the SHPO or CIN-THPO agree, the property shall be considered eligible for listing in the NR for purposes of this Agreement, and shall be included in the Archeological Property Treatment Plan (herein “Treatment Plan”) described in Stipulation VII if such property would be adversely affected by the Project.

B. For those archaeological properties identified subsequent to the signing of this Agreement, FHWA shall oversee the Determination of Effects, which shall be based on the APEs for the Project (see Attachment D), preliminary engineering data, the Determinations of Eligibility (Stipulation VI.A.), and consultation with the Signatories and consulting parties. This determination shall be in accordance with procedures outlined in 36 CFR § 800.5.

C. A determination of effect for archaeological site 44FX1146, the deposits associated with Woodlawn Plantation, shall be made after the site has been delineated as described in Stipulation V.B and the locations of any utility installations or other components of the Undertaking have been determined. Significant deposits shall be avoided to the extent possible. If an adverse effect cannot be avoided, an Archaeological Treatment Plan shall be developed in consultation with the parties to this Agreement.

D. If future design modifications, such as the proposed construction of sound walls or storm water management facilities, would adversely impact an architectural property in a manner that was not previously anticipated, a revised determination of effect shall be issued by FHWA, in consultation with the SHPO and other parties to this Agreement, and appropriate avoidance, minimization, and/or
mitigation measures shall be developed if necessary and in consultation with the parties to this Agreement.

E. If any architectural property is inadvertently damaged as a result of the Undertaking in a manner that was not previously anticipated, a revised determination of effect shall be issued by FHWA and appropriate mitigation measures shall be developed in consultation with the parties to this agreement.

VII. Archaeological Property Treatment Plan

A. If, as a result of the testing program, archaeological sites are identified that are eligible for listing in the NR, a plan to avoid, minimize, or mitigate adverse effects shall be developed by FHWA in consultation with the Signatories, and other consulting parties; and approved by the SHPO prior to implementation.

B. When adverse effects to archaeological properties cannot be avoided, a Treatment Plan shall provide specific treatment measures that could include, but shall not necessarily be limited to, data recovery or other documentation.

C. Wherever prudent and feasible, the Treatment Plan shall provide for the preservation of archaeological sites in place, with as little change as possible, and include provisions for long term management. Where necessary to preserve such sites, the plan shall provide for such management actions as physical stabilization, planting, and fencing where applicable and appropriate.

D. With respect to archaeological sites associated with Native American occupation and use of the area, regardless of age, the Treatment Plan shall be developed in full consultation with the CIN THPO and the appropriate state-recognized tribe(s) to the extent the CIN THPO and the appropriate state-recognized tribe(s) are willing to participate. To the maximum extent prudent and feasible, the plan shall give deference to their wishes for treatment of archaeological sites and/or objects of cultural significance.

E. Where physical disturbance is unavoidable, and data recovery is agreed to be the appropriate option, all data recovery plans prepared under the terms of this Agreement shall include the following elements:

1. Information on the archaeological property or properties where data recovery is to be carried out and the context in which such properties are eligible for the NR;
2. Information on any properties, or portions of properties that will be destroyed without data recovery;
3. Discussion of the research questions to be addressed through the data recovery with an explanation/ justification of their relevance and importance;
4. Description of the recovery methods to be used, with an explanation of techniques of analysis, data management and dissemination of data;
5. Information on arrangements for any regular progress reports or meetings to keep the signatory and consulting parties up to date on the course of the work. The plan shall contain the expected timetable for excavation, analysis and preparation of the final report.

6. Proposed methods for disseminating results for the work to the interested public; and

7. If Native American human remains or associated funerary objects are expected to be encountered, information on consultation with the CIN THPO, and/or the appropriate state-recognized tribe(s) regarding final treatment and disposition of the materials, including a Plan of Action pursuant to NAGPRA, if appropriate.

8. The disposition of recovered materials and records shall be in accordance with Stipulation X.C of this Agreement regarding curation, dependent upon whether material/and or records are found on Federal, Commonwealth or private lands.

VIII. Late Discoveries of Archaeological Properties

A. In order to address the potential for the late discovery of archaeological properties within the APE, the parties to this Agreement are bound to the provisions of this stipulation. Additionally, FHWA shall ensure that all contract documents contain the provisions of this stipulation, as appropriate to the contractor’s involvement, and that contractors are appropriately notified of their obligation to protect archaeological discoveries.

B. In the event that previously unidentified archaeological properties are discovered during ground disturbing activities, the contractor shall immediately halt all construction work involving subsurface disturbance in the area of the property and in the surrounding area, and immediately notify FHWA. FHWA shall notify the SHPO, Signatories, and other consulting parties of the discovery within two (2) business days.

C. Using a qualified archaeologist meeting the Secretary’s Professional Qualifications Standards for Archaeology, FHWA shall promptly inspect the work site and determine the area and nature of the affected archaeological property. Other Signatories may participate in this or a separate inspection of the discovery site if they so desire. Construction work may then continue in the area outside the archaeological property as defined by FHWA and the SHPO, or their designated representative.

D. Within five (5) business days of the original notification of discovery, FHWA, in consultation with the Signatories and other consulting parties, shall determine the NR eligibility of the property and provide the eligibility determination to SHPO for concurrence.
E. If the property is determined eligible for the NR, or contains human burials, FHWA shall prepare a plan for its avoidance, protection, or recovery of information. The plan shall be submitted to the Signatories and other consulting parties for review and approval prior to its implementation. If comments are not received within five (5) business days following receipt, it shall be presumed that the party has no objection and the plan may be implemented.

F. Work in the affected area shall not proceed until either:
   1. The development and implementation of appropriate data recovery or other recommended mitigation procedures is completed, or
   2. The determination is made that the located properties are not eligible for inclusion on the NR.

G. Any disputes over the evaluation or treatment of previously unidentified properties shall be resolved as provided in the section of this Agreement entitled Dispute Resolution (Stipulation XII).

IX. Discovery of Human Remains or Funerary Objects

If suspected human remains or funerary objects are identified during construction, FHWA shall require that construction be halted immediately at the location of the remains. The County Police Department or Army Military Police, as appropriate, shall be immediately contacted by the on-site FHWA engineer to determine if the discovery is a crime scene. FHWA shall ensure that further construction does not occur within 200 feet in any direction of the discovery until a qualified archeologist arrives to assess the discovery. FHWA shall secure the area of the apparent human remains to ensure no further disturbance or removal of those remains and associated material occurs. FHWA shall also ensure that vehicular traffic across the area is restricted to a location removed from the discovery. After arrival at the site, FHWA shall ensure that a qualified archaeologist shall evaluate the discovery. If it does consist of human remains, the archaeologist shall follow the procedures as follows:

A. HUMAN REMAINS ON FEDERAL LANDS

If Native American human remains and cultural items, as defined by NAGPRA, are encountered on Federal lands during inventory, testing, data recovery or any construction-related activities, work within 200 feet of the discovery shall cease. FHWA shall immediately notify the SHPO, CIN-THPO and all other Signatories and consulting parties, of the discovery. The Army, as the Federal land-management agency, shall comply with the requirements of NAGPRA (43 CFR § 10) and shall take into account, if applicable, the Catawba Indian Nation THPO Burial Policy and Procedures, provided as Attachment J.

B. HUMAN REMAINS ON COMMONWEALTH OR PRIVATE LANDS
The treatment of any human skeletal remains and associated funerary objects recovered from non-Federal lands, including those controlled by the Commonwealth, shall be in accordance with the terms of the burial permit issued by the Director of the SHPO governing the removal of such remains, and if applicable, the Catawba Indian Nation THPO Burial Policy and Procedures, as provided in Attachment J.

C. PERMITS

A permit for the archaeological removal of human remains on Commonwealth and private lands is required under Virginia Code 10.1-2305(A), together with assurances that any such remains shall be treated with dignity and respect.

1. FHWA shall ensure that human skeletal remains and associated funerary objects encountered during the course of actions taken as a result of this agreement shall be treated in accordance with the Regulations Governing Permits for the Archaeological Removal of Human Remains (Virginia Register 390-01-02) found in the Code of Virginia (17VAC5-20-30, 10.1-2305, et seq., Virginia Antiquities Act) and the Catawba Indian Nation THPO Burial Policy and Procedures, as applicable, provided in Attachment J. FHWA shall obtain a permit from the SHPO for the removal of human remains in accordance with the regulations stated above.

2. FHWA shall notify the appropriate state-recognized tribe(s) and CIN-THPO when burials, human skeletal remains, or funerary objects are encountered on the Project, prior to any analysis or recovery.

3. FHWA shall ensure that the general public is excluded from viewing any Native American burial sites, human remains, or associated funerary objects. The Signatories, and the consulting parties to this Agreement, shall not release any photographs of any American Indian burial site or associated funerary objects to the press or the general public.

4. Any Native American human remains and associated funerary objects recovered pursuant to this agreement shall be re-interred in consultation with the CIN THPO and the appropriate state-recognized tribe(s). The appropriate state-recognized tribe(s) or CIN THPO shall consult with the SHPO to determine the party or parties that shall assume responsibility for planning and executing the re-interment. FHWA shall deliver these remains and objects to the party or parties designated by the CIN THPO and the appropriate state-recognized tribe(s) and shall be responsible for the costs of re-interment. The disposition of any other human skeletal remains and associated funerary objects shall be governed as specified in any permit issued by the SHPO or any order of the local court authorizing their removal.

X. Standards

A. PRESERVATION STANDARDS AND PROFESSIONAL QUALIFICATIONS
1. All work carried out pursuant to this agreement shall be conducted by or
under the direct supervision of an individual or individuals who meet, at a
minimum, the Secretary of the Interior professional qualification standards for
history, architectural history, archaeology, or architecture, as appropriate to
the specific property, and as defined in 36 CFR Part 61.

2. In accordance with Section 4 of the Archaeological Resource Protection Act
of 1979 (ARPA), all archaeological investigations on Federal land shall be
performed under an appropriate ARPA Cultural Resource Use Permit issued
by the Army. FHWA shall ensure that all contract documents contain
procedures for obtaining the permit.

3. A Department of Historic Resources permit (under Code of Virginia § 10.1-
2302) and a VDOT Land Use Permit (under 24VAC30-151-20) are required
for archaeological investigation on Commonwealth highway right of way.

B. DOCUMENTATION STANDARDS

1. All archaeological reports, including data recovery plans included in
Treatment Plans, shall be consistent with the Secretary’s Standards for
Archaeological Documentation (48 FR 44734-37, September 29, 1983) and
the professional standards set forth in SHPO’s Guidelines for Conducting
Historic Resources Survey in Virginia (October 2011), and shall take into
account the ACHP’s publications, Recommended Approach for Consultation
on Recovery of Significant Information from Archeological Sites (1999) and
Section 106 Archaeology Guidance (June 2007).

2. All historical and architectural reports and survey documentation shall be
consistent with pertinent standards and guidelines of the Secretary, including
as applicable the Standards for Historical Documentation (48 FR 44728-30),
the Secretary of the Interior's Standards for Architectural and Engineering
Documentation (48 FR 44730-34, September 29, 1983), and the SHPO’s
Guidelines for Conducting Historic Resources Survey in Virginia (October
2011).

3. The FHWA shall provide the VDOT Preservation Program Manager (VDOT
Central Office, Richmond, VA) one hard copy and one electronic copy in PDF
format on compact disc of the final version of any technical cultural resources
survey or study, prepared in fulfilling the requirements of the Stipulations of
this Agreement, of a geographic area, building, structure, or archaeological
site located within or immediately adjacent to existing or proposed VDOT
right-of-way.

C. CURATION AND CURATION STANDARDS

1. The material remains and associated records resulting from the actions within
the APE shall be curated in accordance with 36 CFR Part 79, with the
exception of artifacts found on private land, human skeletal remains and
associated funerary objects.

2. The curator of artifacts potentially discovered as a result of the Undertaking
shall be dependent upon the owner of the lands where the artifacts are found.
3. On Federal lands, material and records obtained from the Army shall be curated at a curation center or another depository as specified in the Cultural Resource Use Permit issued by the Army. Currently, an agreement is in place with the County to curate artifacts at the Cultural Resource curation facility at the James Lee Center in Falls Church, VA.

4. Pursuant to the Code of Virginia §10.1-2302 all material remains (with the exception of materials found on Army property, human skeletal remains and associated funerary artifacts) resulting from the actions cited in this Agreement, and recovered from lands controlled by the Commonwealth, including highway right of way, are the property of the Commonwealth. SHPO shall pursue the execution of a loan agreement documenting the loan of collections recovered from Commonwealth land or within Commonwealth owned/maintained right of way. The loan agreement would specify that any such collections would be curated by the Fairfax County Park Authority on behalf of the County, pursuant to Federal regulation at 36 CFR Part 79. If the Fairfax County Park Authority should ever close the curatorial facility, or terminate the agreement, the County or the Fairfax County Park Authority shall notify the SHPO and arrange for the transfer of any curated materials.

5. Any private landowner shall have claim to artifacts found on its land as a result of this undertaking, as prescribed by the laws of the Commonwealth.

XI. Continuing Review Process

A. The SHPO and the parties to this Agreement agree to provide comments to FHWA on all plans, technical materials, findings and other documentation arising from this Agreement within thirty (30) calendar days of their receipt, unless otherwise stipulated in this Agreement. If no comments are received from the SHPO or the concurring parties to this Agreement, FHWA may assume that the non-responding party has no comment. FHWA shall take into consideration all comments received in writing from the SHPO and the concurring parties to this Agreement within the thirty (30) calendar day review period, unless otherwise stipulated in this Agreement.

B. All roadway design, signage, landscaping, and other mitigation measures proposed as part of this agreement that will be accepted into the state highway system must meet VDOT standards and requirements, and are subject to VDOT approval, including the granting of exceptions as specified in Stipulation I.b of this Agreement.

C. Unanticipated Effects on Historic Properties: An unanticipated adverse effect is accidental damage or destruction of a historic property or contributing landscape feature. In the event that any contributing features or properties are subject to unanticipated adverse effect(s), FHWA shall immediately notify the SHPO and ACHP, and shall ensure that the Signatories and Consulting Parties are notified of the unanticipated adverse effect within one (1) business day. FHWA shall
immediately enter into consultation in an effort to resolve the unanticipated effect
in accordance with Stipulation VI.E. of this Agreement.

XII. Dispute Resolution

A. OBJECTIONS BY SIGNATORY PARTIES

Should any signatory to this agreement object in writing to FHWA regarding any action carried out or proposed with respect to the undertaking or implementation of this agreement, FHWA shall consult with the objecting Signatory to resolve the objection. If after initiating such consultation FHWA determines that the objection cannot be resolved through consultation, the agency shall forward all documentation relevant to the objection to the ACHP, including the agency’s proposed response to the objection. Within thirty (30) days after receipt of all pertinent documentation, the ACHP shall exercise one of the following options:

1. Advise the FHWA that the ACHP concurs in the agency’s proposed response to the objection, whereupon the agency will respond to the objection accordingly; or

2. Provide the FHWA with recommendations, which the agency shall take into account in reaching a final decision regarding its response to the objection; or

3. Notify the FHWA that the objection will be referred for comment pursuant to 36 CFR Part 800.2(b)(2), and proceed to refer the objection and comment. The agency shall take the resulting comment into account.

Should the ACHP not exercise one of the above options within thirty (30) days after receipt of all pertinent documentation, the FHWA may assume ACHP has no comment. The FHWA shall take into account any ACHP recommendation or comment provided in accordance with this stipulation with reference only to the subject of the objection; the agency’s responsibility to carry out all actions under this Agreement that are not the subjects of the objection shall remain unchanged.

B. CONSULTING PARTY COMMENTS AND DISPUTE RESOLUTION

Should any consulting party to this Agreement object in writing to the FHWA regarding any action carried out or proposed with respect to the undertaking or implementation of this Agreement, the FHWA, in conjunction with all other Signatories to this Agreement, will consult with the objector regarding such objections.

The Signatories shall consult with the objecting consulting party within thirty (30) days after receipt of written comments. If the Signatories and the consulting party cannot resolve the matter with respect to the project, the FHWA shall notify SHPO and provide copies of the objection. SHPO, as appropriate, shall advise the FHWA of measures, if any, that could resolve the matter.
If the Signatories, in consultation with SHPO, cannot resolve the matter with respect to the project, and the Signatories consider the issue of sufficient importance, the Signatories shall proceed as set forth in Stipulation XII.A. above.

At any time during the implementation of the measures stipulated in this Agreement, should a member of the public object to the FHWA regarding the manner in which the measures stipulated in this Agreement are being implemented, the FHWA shall notify the Signatories to this Agreement and consult with the objector to solve the objection. The Signatories may request that the FHWA notify the Concurring Parties to this Agreement about the objection as well.

XIII. Amendment and Termination

A. Any signatory to this Agreement may propose to FHWA that the Agreement be amended, whereupon FHWA shall consult with the other signatories to consider such an amendment. 36 CFR § 800.6(c)(7) shall govern the execution of any such amendment. Any signatory to this Agreement may terminate it in accordance with the provisions of 36 CFR § 800.6(c)(8).

B. If FHWA decides they will not proceed with the Undertaking, they may so notify the signatories and concurring parties and then this Agreement shall become null and void.

C. In the event that this Agreement is terminated or rendered null and void, FHWA shall submit to the SHPO a technical report on the results of any archaeological investigations conducted prior to and including the date of termination, and shall ensure that any associated collections and records recovered are curated in accordance with Stipulation X.C. of this Agreement.

D. In the event of termination, FHWA shall either execute a Section 106 agreement pursuant to 36 CFR § 800.6(c)(1) or request the comments of the ACHP under 36 CFR § 800.7(a). FHWA shall notify all parties to this Agreement and give them the opportunity to participate in the development of any new agreements.

XIV. Duration

A. Unless this Agreement is terminated pursuant to Stipulation XIII or superseded by another Agreement executed for the Undertaking, or the Undertaking has been terminated, this Agreement shall remain in effect for a period of ten (10) years from the date of the final signature.

B. FHWA shall provide quarterly updates to the parties of this Agreement regarding the status of the mitigation commitments contained herein. Upon a determination by FHWA that construction of all aspects of the Undertaking have been
completed and that all terms of this Agreement have been fulfilled in a
satisfactory manner, FHWA shall notify the other Signatories and consulting
parties of that determination in writing. If no objections to the determination are
submitted in writing to FHWA by a Signatory within 30 days, this Agreement
shall no longer have any effect.

C. FHWA shall provide notice of this Agreement’s expiration to all Signatories at
least six months prior to Agreement’s expiration. Amendments to extend the
duration of this Agreement must be consistent with the procedural requirements
set forth in Stipulation XIII.

XV. Other Clauses

A. This Agreement is intended to be consistent with the Project MOA attached hereto
as Attachment A. Furthermore, this agreement will be funded as described in the
Project MOA, and no party will incur any financial obligation not specifically
provided for in the Project MOA.

B. All requirements for funds to be borne by Fairfax County shall be subject to
annual appropriations by the Fairfax County Board of Supervisors.

C. This agreement shall not be construed as creating any personal liability on the part
of any officer, employee, or agent of the parties, nor shall it be construed as giving
any rights or benefits to anyone other than the parties hereto.

D. This agreement shall not be construed as a waiver of the sovereign immunity of
Fairfax County, the Commonwealth of Virginia, or the United States of America
Execution and implementation of this Agreement by the Signatories, and implementation of its terms, shall evidence that FHWA has afforded the ACHP and SHPO an opportunity to comment on the Undertaking and its effects, and that FHWA has taken into account the effects of the Undertaking on historic properties in compliance with 36 CFR Part 800 and Sections 106 and 110(f) of the NHPA.

**FEDERAL HIGHWAY ADMINISTRATION**

By: [Signature]

Date: 13 NOV 2012

Karen A. Schmidt, Director of Program Administration

Federal Highway Administration

Eastern Federal Lands Highway Division
VIRGINIA STATE HISTORIC PRESERVATION OFFICER

By: [Signature]  Date: [Signature]

Kathleen S. Kilpatrick, Director
Department of Historic Resources
PROGRAMMATIC AGREEMENT
Rt. 1 Improvements Project, Fairfax County, VA
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1547  VIRGINIA DEPARTMENT OF TRANSPORTATION
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1550 By: ___________________________ Date: 10/29/12
1551 Stephen J. Long, State Environmental Administrator
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COUNTY OF FAIRFAX, VIRGINIA

By: Edward L. Long, Jr., Fairfax County Executive

Date: 11/1/12
U.S. ARMY GARRISON, FORT BELVOIR

By: [Signature] 
Date: 11/7/2012

Colonel Gregory Gadsen, Garrison Commander
DEPARTMENT OF DEFENSE OFFICE OF ECONOMIC ADJUSTMENT

By: [Signature] Patrick J. O'Brien, Director

Date: 10/19/12
PROGRAMMATIC AGREEMENT
Rt. 1 Improvements Project, Fairfax County, VA
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CATAWBA INDIAN NATION

By: William Hame
Chief, Catawba Indian Nation

Date: 10/25/12

By: Wenonah G. Haire
Wenonah G. Haire, Tribal Historic Preservation Officer

Date: 10/23/12
NATIONAL TRUST FOR HISTORIC PRESERVATION

By: [Signature]

Date: 11/9/12
PROGRAMMATIC AGREEMENT
Rt. 1 Improvements Project, Fairfax County, VA
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ADVISORY COUNCIL ON HISTORIC PRESERVATION

By: [Signature]
Date: 4/18/92
CONCURRING PARTY

WOODLAWN BAPTIST CHURCH

By: ___________________________  Date: ____________
ALEXANDRIA MONTHLY MEETING OF THE RELIGIOUS SOCIETY OF FRIENDS

By: ___________________________ Date: ______________
POHICK EPISCOPAL CHURCH

By: _____________________________  Date: ______________
POTOMAC HERITAGE NATIONAL SCENIC TRAIL & WASHINGTON-ROCHAMBEAU NATIONAL HISTORIC TRAIL, NATIONAL PARK SERVICE

By: __________________________________________  Date: ______________
Donald E. Briggs, Superintendent, Potomac Heritage National Scenic Trail
INLET COVE HOME OWNERS ASSOCIATION

By: ________________________________ Date: ______________
SAVE WOODLAWN STABLES

By: ___________________________  Date: ______________
MOUNT VERNON LADIES ASSOCIATION

By: _______________________________  Date: ___________
FAIRFAX COUNTY PARK AUTHORITY

By: ________________________________     Date: _______________
GUM SPRINGS HISTORICAL SOCIETY

By: ________________________________  Date: ____________
ATTACHMENTS

Attachment A: Route 1 Improvements Project Memorandum of Agreement
Attachment B: Correspondence
Attachment C: Proposed New Alignment for Route 1
Attachment D: Area of Potential Effect
Attachment E: Architectural Properties Listed or Eligible for Listing on the National Register
Attachment F: Archaeological Sites Listed or Eligible for Listing on the National Register
Attachment G: Eastern Band of Cherokee Indians Aboriginal Territory Map
Attachment H: Existing BRAC PA Open Space Map
Attachment I: Proposed BRAC PA Open Space Map
Attachment J: Catawba Indian Nation THPO Burial Policy and Procedures
REFERENCES CITED

Advisory Council on Historic Preservation

Chicora Foundation, Inc.

County of Fairfax, Virginia
2011 Fairfax County Transportation Plan. County of Fairfax, VA.

Curtis, John Obed

Federal Highway Administration
2012a Archaeological Survey of Proposed Area of Potential Effects Route 1 Improvements at Fort Belvoir (Telegraph Road to Mount Vernon Memorial Highway), Fairfax County, Virginia. The Federal Highway Administration, Sterling, VA.

U.S. Army Corps of Engineers

United States Government

Virginia Department of Historic Resources

2011 *Guidelines for Conducting Historic Resources Survey in Virginia.* Virginia Department of Historic Resources, Richmond VA.

Virginia Department of Conservation and Recreation
2007 *Virginia Outdoors Plan.* Virginia Department of Conservation and Recreation, Richmond, VA.

Virginia Department of Transportation
2002 *Road and Bridge Specifications.* Virginia Department of Transportation, Richmond VA.