



DEPARTMENT OF THE ARMY
US ARMY INSTALLATION MANAGEMENT COMMAND
HEADQUARTERS, UNITED STATES ARMY GARRISON, FORT BRAGG
2175 REILLY ROAD, STOP A
FORT BRAGG, NORTH CAROLINA 28310-5000

MEMORANDUM OF AGREEMENT BETWEEN
THE US ARMY GARRISON (USAG) FORT BRAGG NORTH CAROLINA
AND
THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (NCDOT)
FOR
NCDOT MAINTENANCE AGREEMENT
MOA-W36Q1T-18156-256

This is a Memorandum of Agreement (MOA) between the USAG Fort Bragg and the NCDOT. When referred to collectively, the USAG Fort Bragg and the NCDOT are referred to as the "Parties".

1. BACKGROUND: USAG Fort Bragg is located within Cumberland, Hoke, Harnett, and Moore Counties of North Carolina; and has a number of roads around the Training Area, exterior to the Access Control Points (ACPs) that are in need of upgrade and regular maintenance; and has requested that the NCDOT perform future maintenance on these roads. The citizens of North Carolina use these roads to access and travel around Fort Bragg. This agreement sets forth the terms, by which NCDOT will perform the maintenance of these roads, once funds are identified, roads improvements completed, and accepted into the State system.

2. AUTHORITIES/REFERENCES: In no way shall it be construed or implied that either the NCDOT or USAG Fort Bragg is by this MOA intending to abrogate its obligation and duty to comply with the regulations promulgated under federal and state law.

2.1. DoDI 4000.19, Support Agreements, 25 April 2013

2.2. Army Regulation (AR) 5-9, Installation Agreements, 17 April 2018

2.3. NCDOT publication "Policies and Procedures for Accommodating Utilities on the Highway Rights of Way"

2.4. 40 C.F.R. §§ 1501.6 & 1508.5.

3. PURPOSE: The purpose of this MOA is to document the responsibilities of both USAG Fort Bragg and NCDOT concerning the maintenance of roadways outside of Fort Bragg ACPs. The NCDOT will maintain said roads. A map of these roads and a table of mileage for each road are attached hereto and incorporated in entirety as if fully set out within this MOA as Appendix A. This MOA is contingent upon the acceptance of those roads by NCDOT after being brought up to State standards.

4. RESPONSIBILITIES OF THE PARTIES:

4.1. The USAG Fort Bragg will –

4.1.1. Petition the NCDOT to add the roads to the State Highway System. Addition of the roads listed in Appendix A will be accomplished in accordance with NCDOT road addition procedures, which includes approval by the NCDOT Board of Transportation.

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4.1.2. Provide access to the NCDOT to perform the work.

4.1.3. Grant a Right of Way to the NCDOT for future access of roads for the purposes of highway maintenance.

4.1.4. Be responsible for the impoundments, any damage that may result there from, and maintenance of the dams or appurtenances as may be required to preserve its integrity as a water impoundment structure, and is responsible for any restorative work required for the Roadway due to the dam or appurtenances.

4.1.5. Be responsible for maintenance of existing heavy vehicle/tank crossings. These crossings shall be maintained in accordance with local, state and federal standards in a manner that will not present a hazard to the traveling public. Any new or proposed heavy vehicle crossings shall be coordinated and installed under an encroachment agreement obtained from the appropriate NCDOT District Engineer's Office.

4.1.6. Be responsible for the relocation and/or adjustment of any and all utilities in conflict with required maintenance of the roads listed in Appendix A.

4.1.7. Allow access to the NCDOT, its employees, contractors, and other personnel as necessary to maintain the roads listed in Appendix A.

4.1.8. Remove guardrails that were installed for security purposes along the roads indicated in Appendix A.

4.1.9. Remove gates and fencing located within the right of way and/or clear recovery area along the roads indicated in Appendix A.

4.1.10 Approve new encroachments in order for the NCDOT to issue encroachment agreements along the roads indicated in Appendix A.

4.1.12. If requested by NCDOT, consolidate all Subject Matter Experts comments and updated Geographic Information System layers, and furnish them to the NCDOT prior to maintenance activities.

4.1.13. Provide updates to changes involving endangered species.

4.2. The NCDOT will –

4.2.1. Be responsible for maintenance of all roads included in Appendix A. This includes maintenance of roadway pavements and shoulders, roadway drainage, traffic signs and pavement markings, guardrail and vegetation.

4.2.2. When a section of roadway crossing a dam is accepted as part of the state maintenance system, NCDOT will maintain that section of roadway for highway purposes from shoulder point to shoulder point only.

4.2.3. Review and approve initial signage installation that is part of Heavy Vehicle/Tank Crossings encroachment agreements. Once installed as a part of an approved encroachment agreement, maintenance of signage will become the responsibility of NCDOT.

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4.2.4. Maintain the existing guardrail installed along the roads in Appendix A that is warranted in accordance with the NCDOT Roadway Design Manual.

4.2.5. Within the rights of way along the routes in Appendix A, apply current state policies and procedures for maintenance of vegetation to these routes which includes but is not limited to: shoulder mowing, longarm mowing, hazardous tree removal, clear zone tree removal, removal of trees conflicting with shoulder and ditch maintenance, removal of trees during emergencies/storm events, spraying of vegetation, etc.

4.2.6. Issue encroachment agreements for utility and non-utility encroachments currently located along the proposed right of way of the roads listed in Appendix A. NCDOT will not issue an encroachment agreement until approval is received from USAG Fort Bragg for the new encroachment.

4.2.7. Approve any assignment or transfer of the responsibilities of USAG Fort Bragg set forth in this MOA to other parties or entities.

4.2.8 Be responsible for all environmental actions and documentation, unless otherwise required under applicable rules and regulations.

4.2.9 Provide a Road Maintenance Improvement Program and planning documents to USAG Fort Bragg, 30 days prior to any planned road closure.

4.3. Both parties will –

4.3.1. Coordinate detours to provide essential access to facilities prior to maintenance activities occurring.

5. PERSONNEL:

5.1 Each Party is responsible for all costs of its personnel including pay and benefits, support, and travel.

5.2 Each Party is responsible for supervision and management of its personnel.

6. GENERAL PROVISIONS:

6.1. POINT OF CONTACT AND CORRESPONDENCE: The following point of contact (POC) will be used by the Parties to communicate in the implementation of this MOA. Each Party may change its' point of contact upon reasonable notice to the other Party. All correspondence and notices to be given pursuant to this MOA will be addressed as follows:

6.1.1. The USAG Fort Bragg –

6.1.1.1. Chief Master Planning, Department of Public Works, Andrew D. Spendlove, PE, 910-396-6761, andrew.d.spendlove.civ@mail.mil

6.1.1.2. ATTN: Andrew Spendlove, IMBG-PWM, 2175 Reilly Road, Stop A, Fort Bragg, North Carolina 28310-5000

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6.1.2. NCDOT

6.1.2.1. Division 6 Engineer, Greg Burns, PE, (910) 364-0600,
gburns@ncdot.gov

6.1.2.2. Greg Burns, PE, 558 Gillespie St., Fayetteville, NC 28301, PO Box
1150, Fayetteville, NC 28302

6.1.3. NCDOT

6.1.3.1. Division 8 Engineer, Brandon Jones, PE, (910) 773-8003,
bhjones@ncdot.gov

6.1.3.2. Brandon Jones, PE, 102 DOT Drive, Carthage, NC 28327

6.2. REVIEW OF AGREEMENT: This MOA will be reviewed annually on or around the anniversary of its effective date for financial impacts and triennially in its entirety.

6.3. MODIFICATION OF AGREEMENT: This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.

6.3.1. Any modification to scope, funding, responsibilities, or time frame will be agreed upon by the Parties by means of a written Supplemental Agreement.

6.3.2. The Parties hereby acknowledge that the individual executing the MOA on their behalf is authorized to execute this MOA on their behalf and to bind the respective entities to the terms contained herein and that he has read this MOA, conferred with his attorney, and fully understands its contents.

6.4. DISPUTES: Any disputes relating to the MOA will be subject to any applicable law, Executive Order, Directive, or Instruction, be resolved by consultation between the Parties or in accordance with DoDI 4000.19.

6.4.1. In the event of a claim against either party by a third party, which arises out of an action taken under this MOA, the party whose actions give rise to the claim shall be responsible for the defense of the claim and any ultimate liability determined; provided, however, that neither party may waive the other's claim of sovereign immunity or similar defense.

6.5. TERMINATION OF AGREEMENT: This MOA may be terminated by either Party by giving at least 180 days written notice to the other Party. The MOA may also be terminated at any time upon the mutual written consent of the Parties.

6.6. TRANSFERABILITY: This MOA is not transferable except with the written consent of the Parties.

6.6.1. This MOA is solely for the benefit of the Parties to the MOA and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

6.7. ENTIRE AGREEMENT: It is expressly understood and agreed that this MOA embodies the entire agreement between the Parties regarding the MOA's subject matter.

6.7.1. This MOA contains the entire agreement between the Parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.

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6.8. EFFECTIVE DATE: This MOA takes effect beginning on the day after the last Party signs.


6.9. EXPIRATION DATE: This MOA expires on 02 May 2029.

7. FINANCIAL DETAIL: This MOA does not transfer funding between the USAG Fort Bragg and NCDOT. However, maintenance performed by the NCDOT will be at their expense and will commence only after the roads have been transferred to the NCDOT as part of their maintenance program.

7.1. All terms of this Agreement are subject to available USAG Fort Bragg and NCDOT funding and fiscal constraints.

AGREED:

For USAG Fort Bragg –


KYLE A. REED
COL, IN
Commanding

5-2-19
(Date)

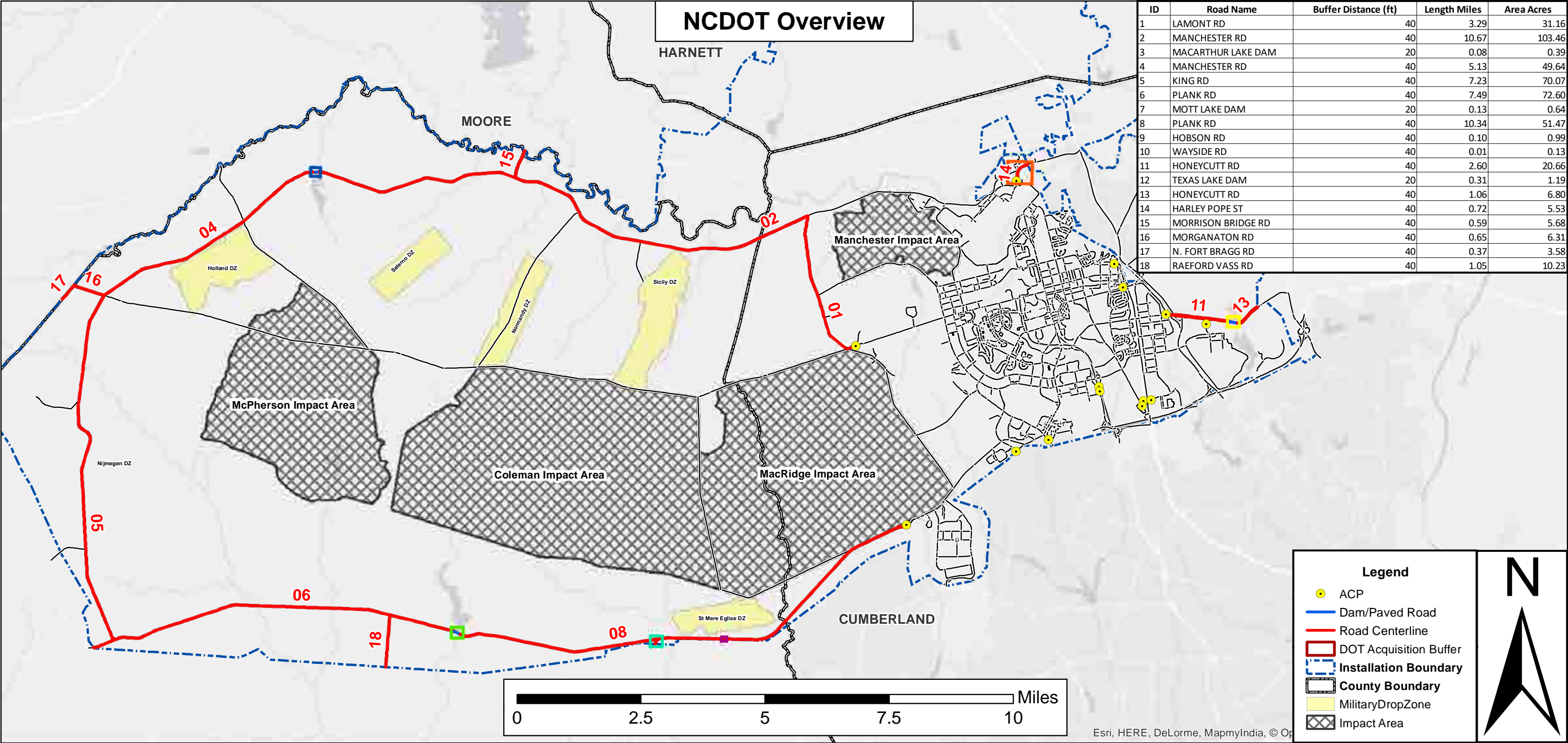
For NCDOT –


JAMES H. TROGDON, III
Secretary, NCDOT

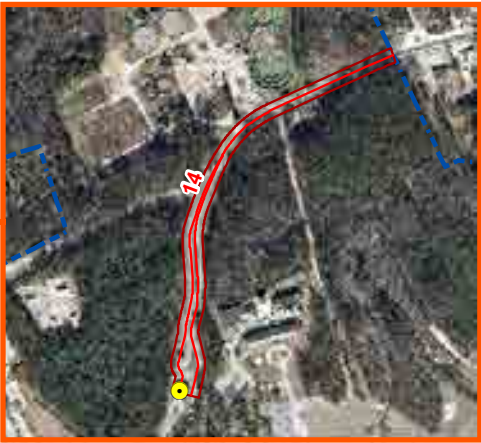
5-2-19
(Date)

Approved by the NC Board of Transportation on 5-2-19.
(Date)

Appendix A – Road Right of Way Maps w/Mileage Chart



Agreement No. 8631







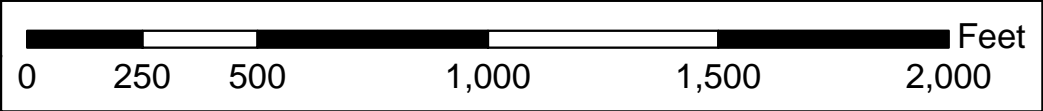
Lamont Rd 2



LAMONT RD

Legend

- ACP
- Roads
- Buffer
- - - Installation Boundary







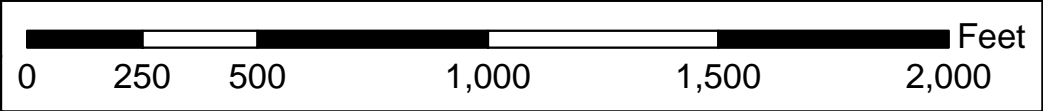


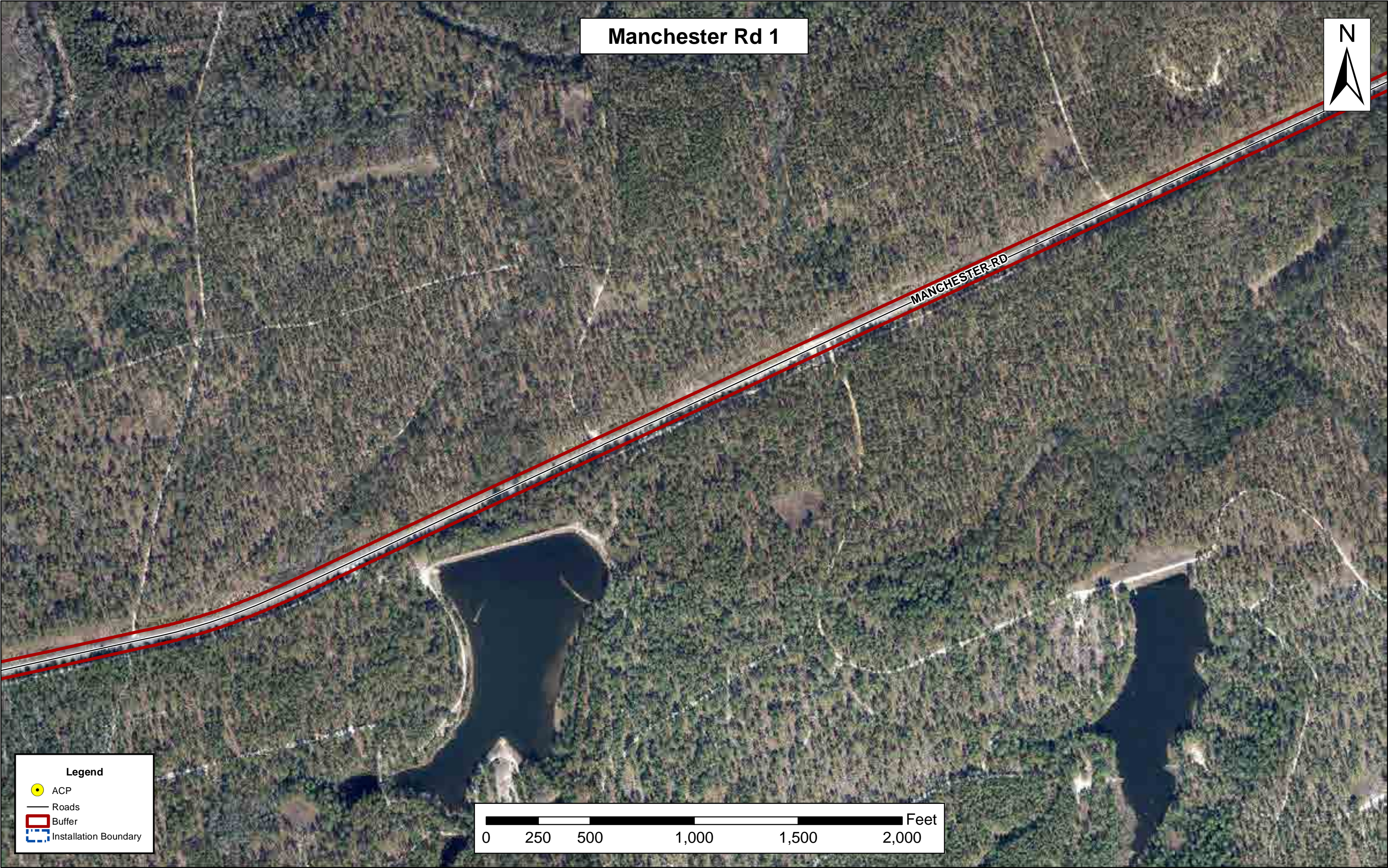
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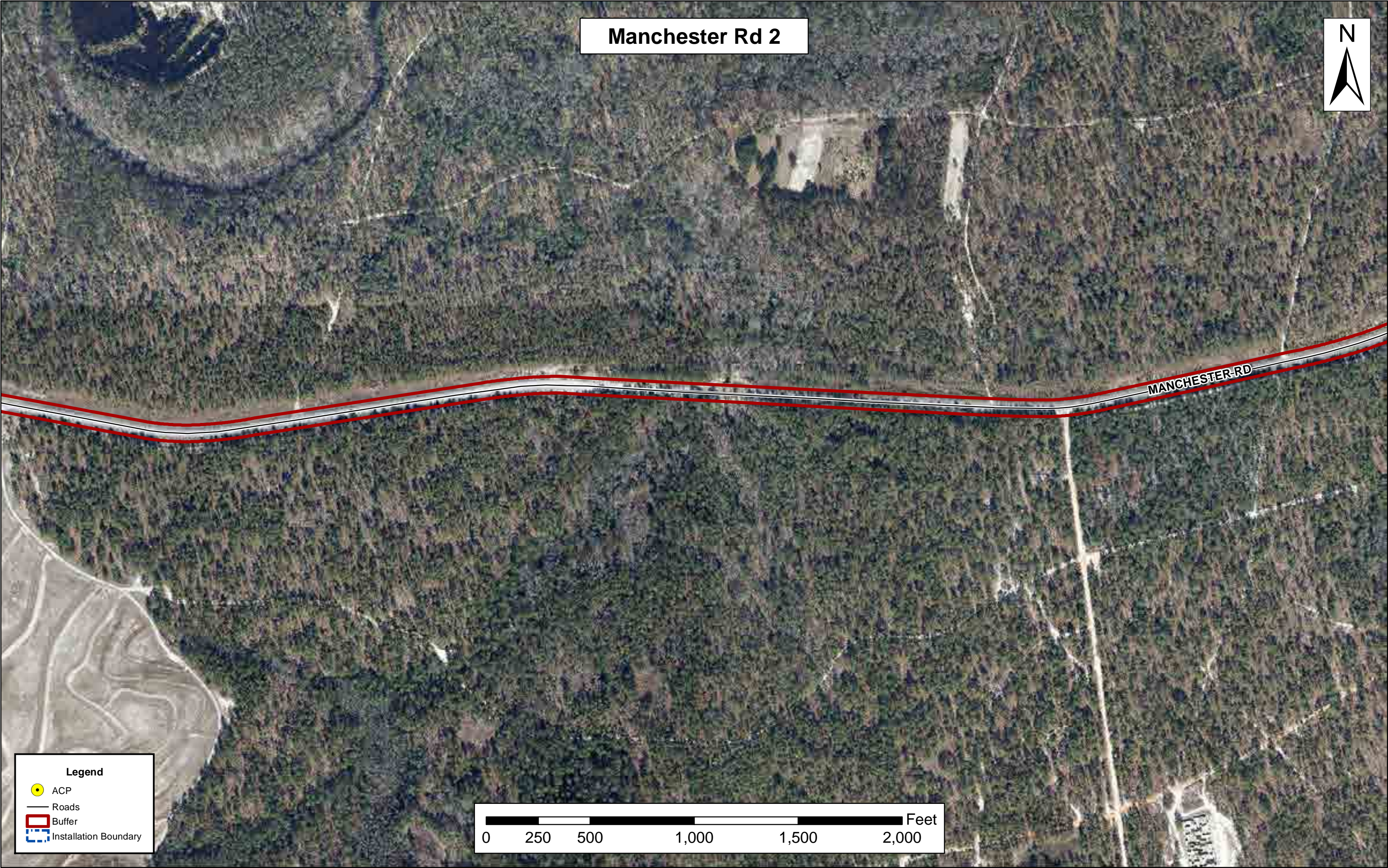


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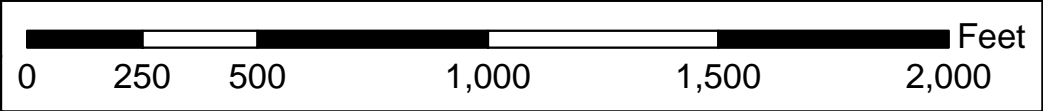


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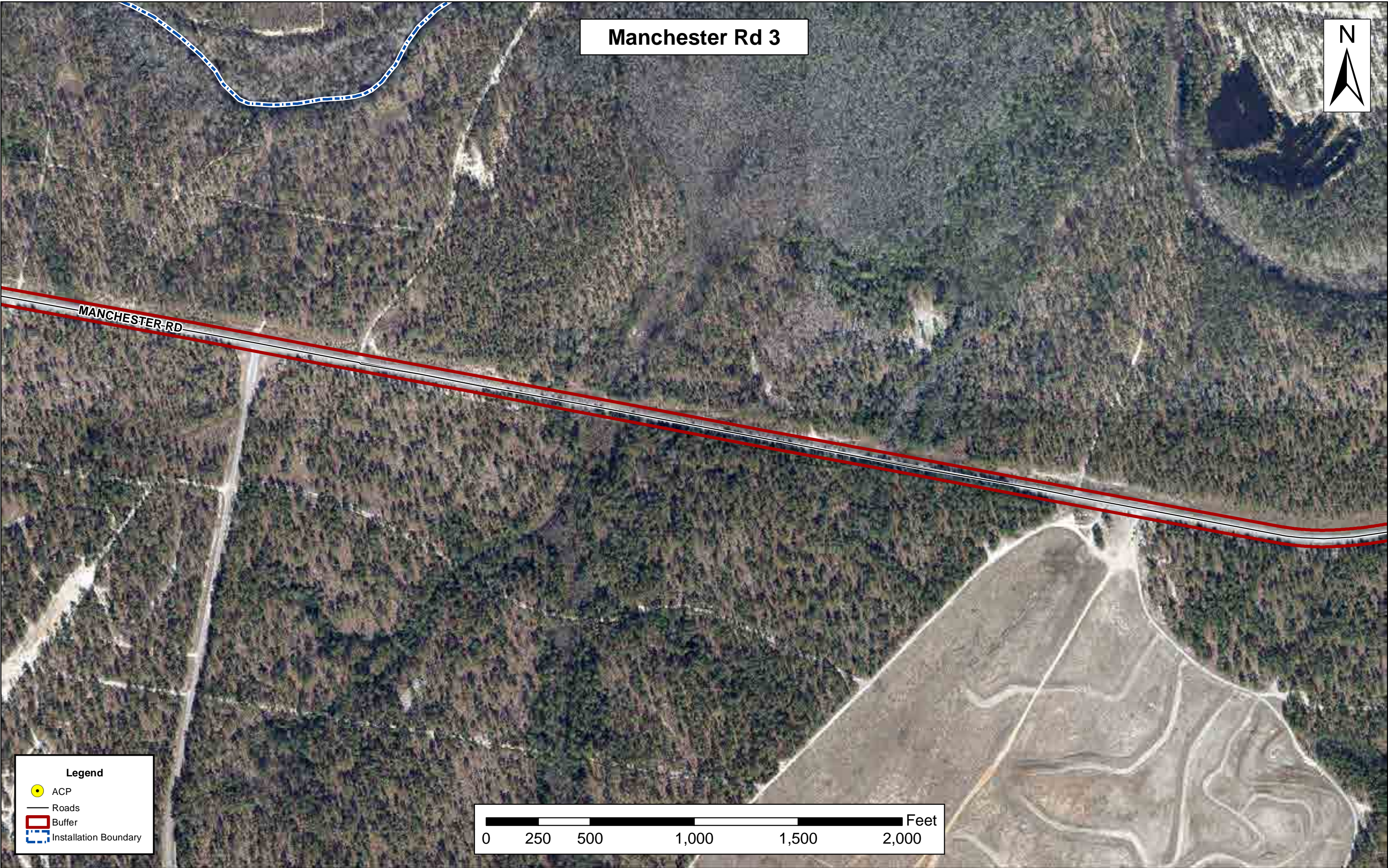


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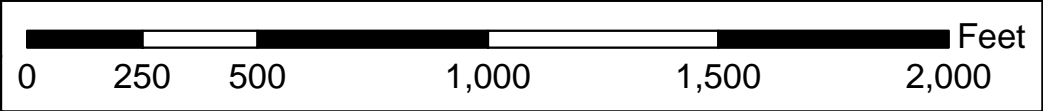


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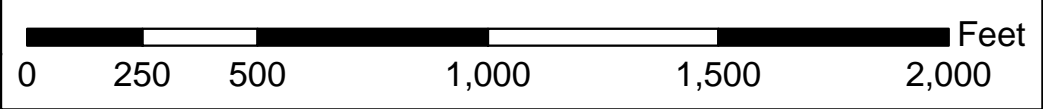


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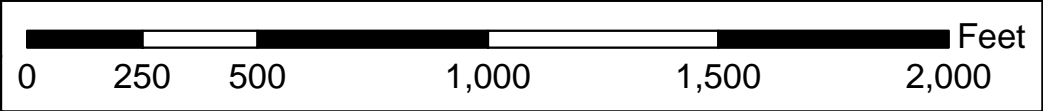


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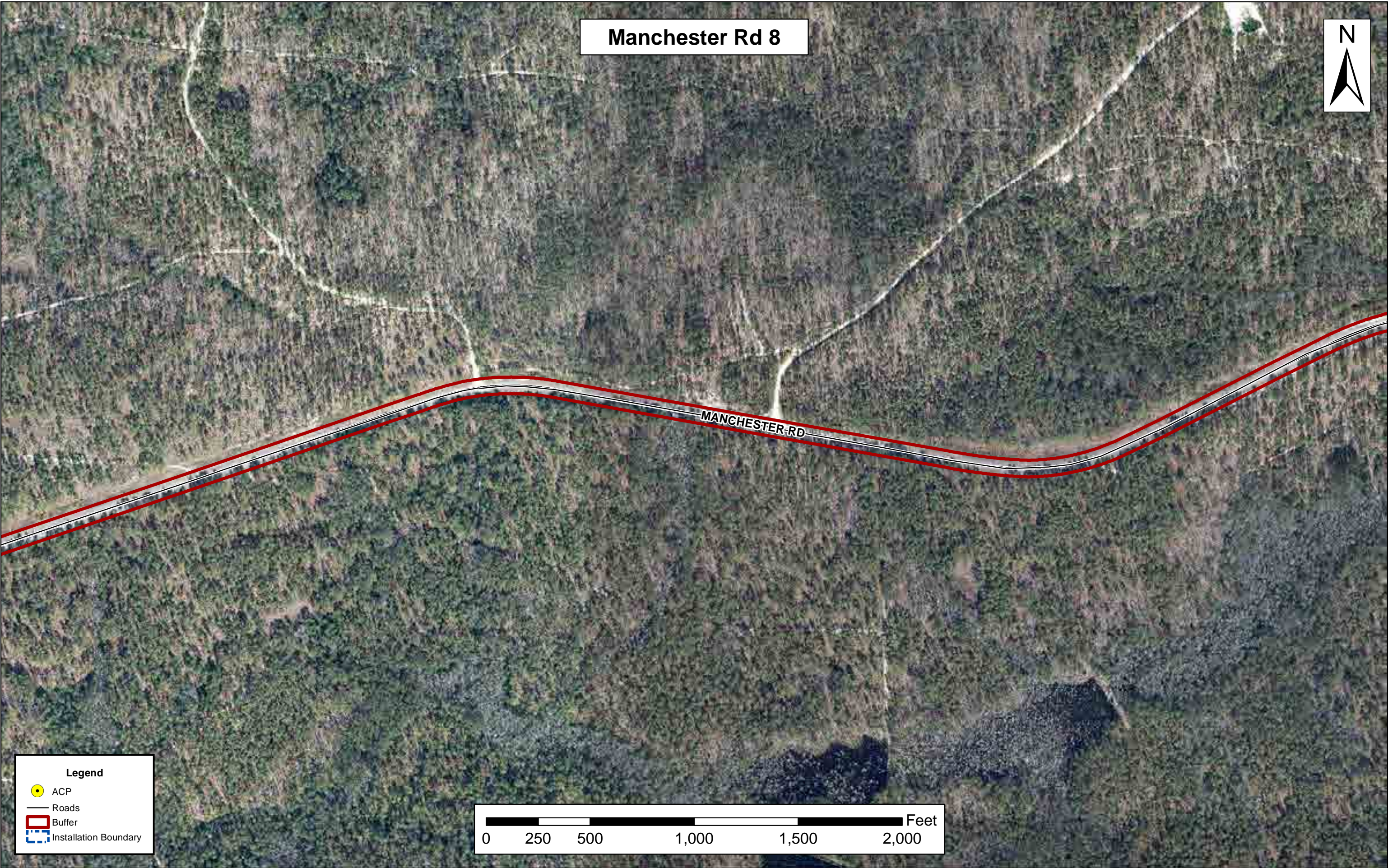
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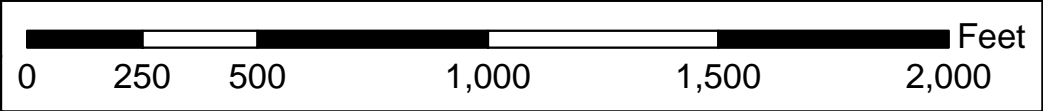


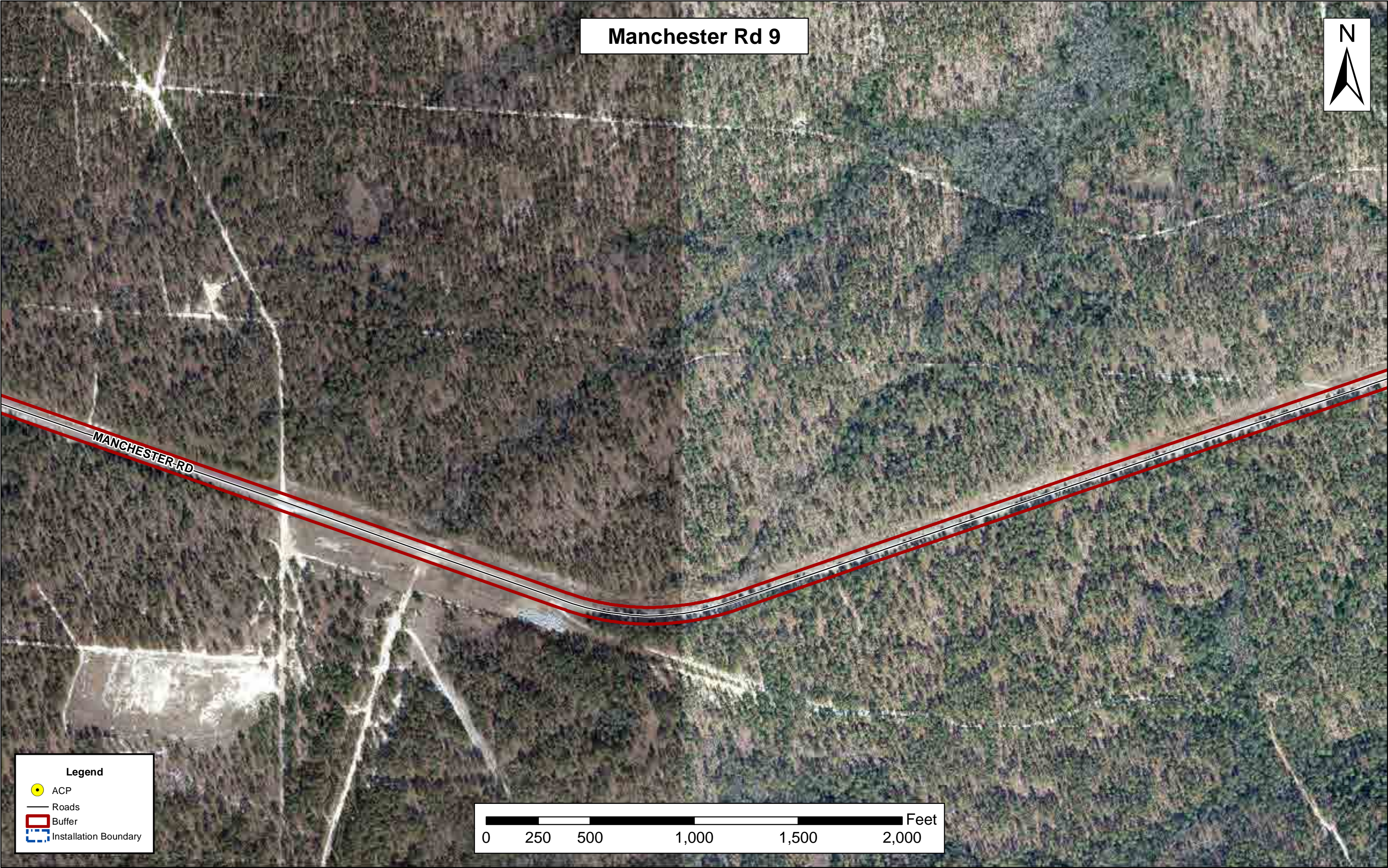
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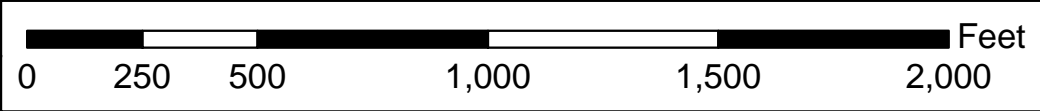


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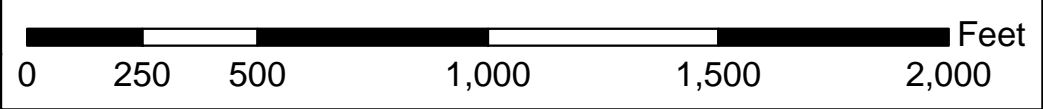
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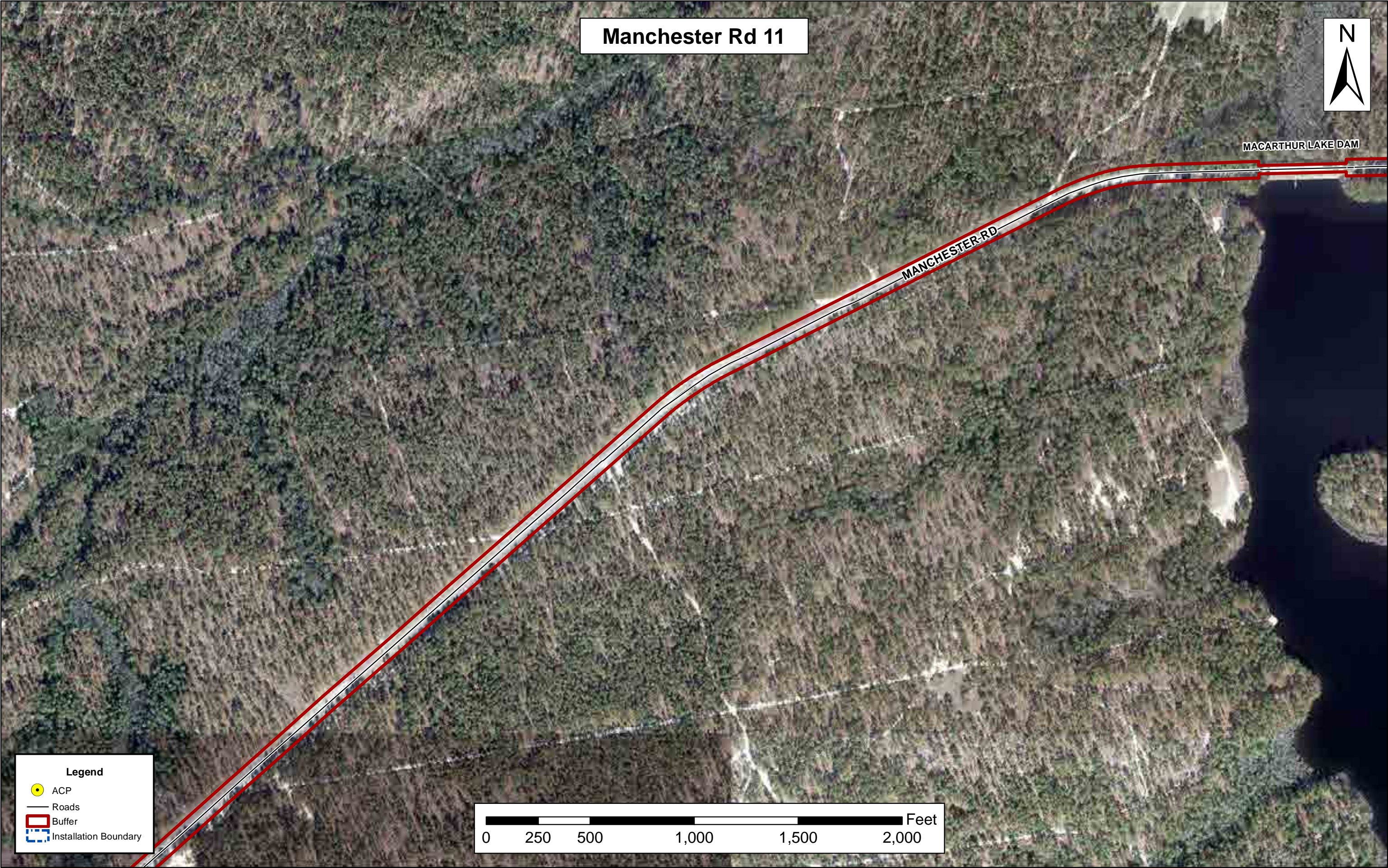
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MANCHESTER RD

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Manchester Rd 11

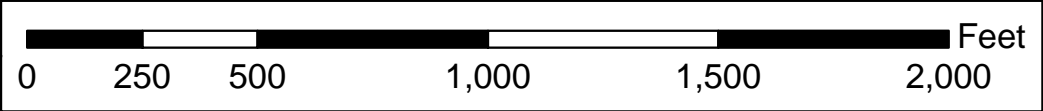


MACARTHUR LAKE DAM

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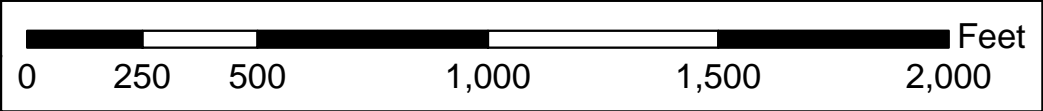
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MANCHESTER RD

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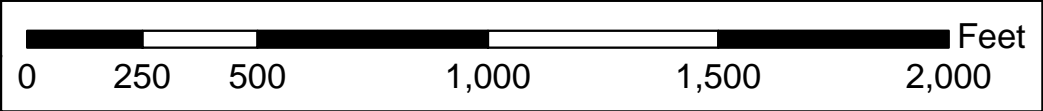
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MANCHESTER RD

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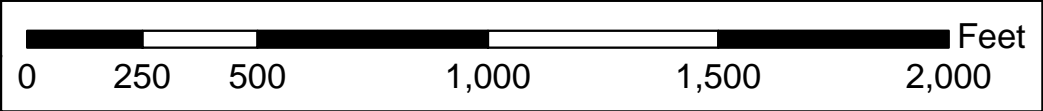
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MANCHESTER RD

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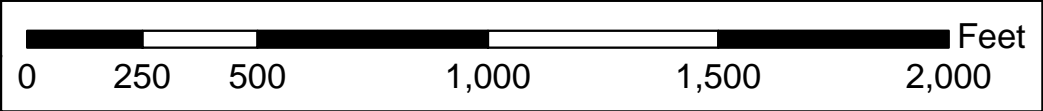
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KING RD

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- Roads
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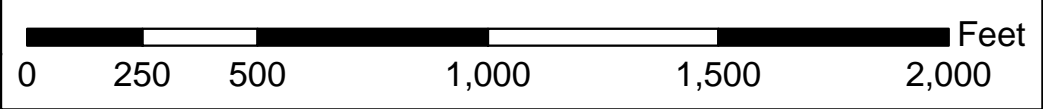


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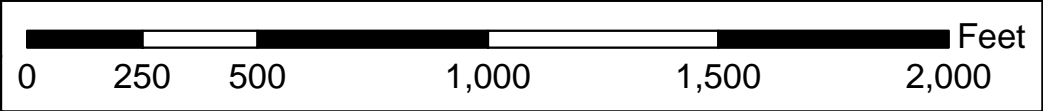


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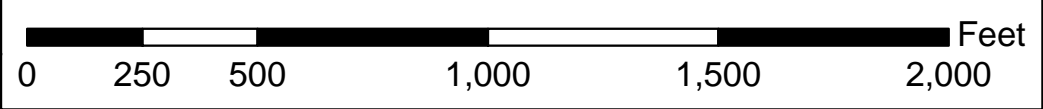
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KING RD

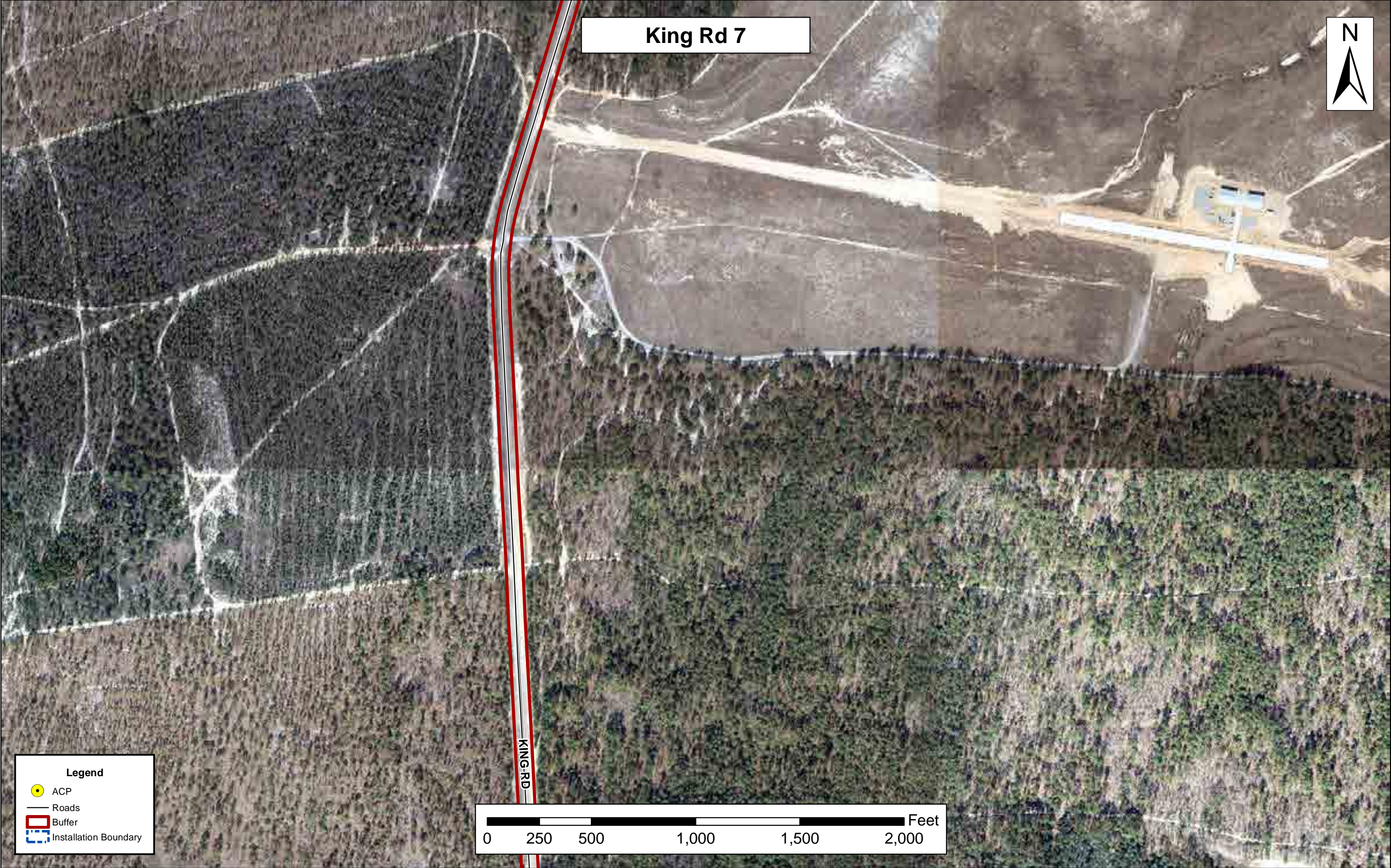


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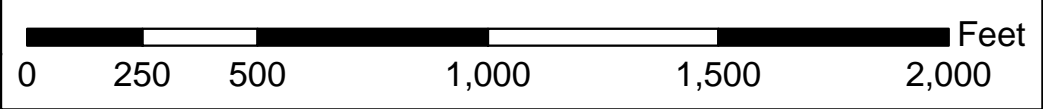


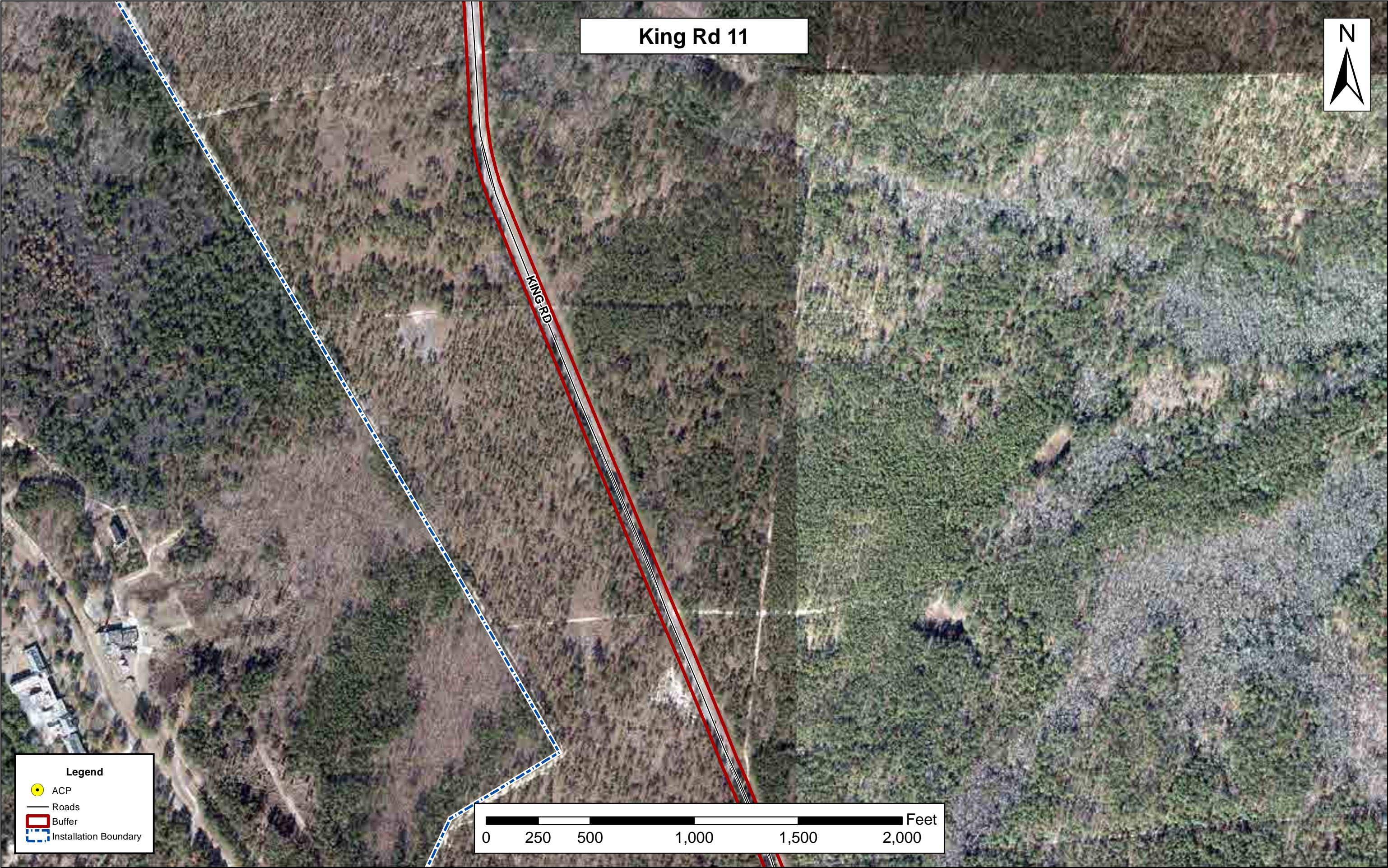
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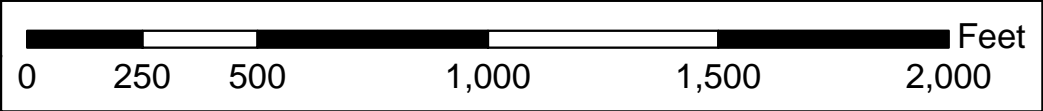
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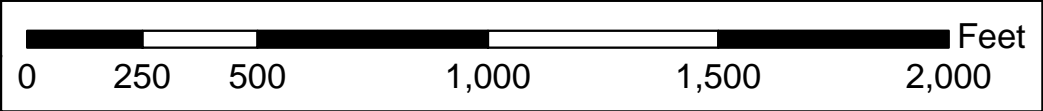


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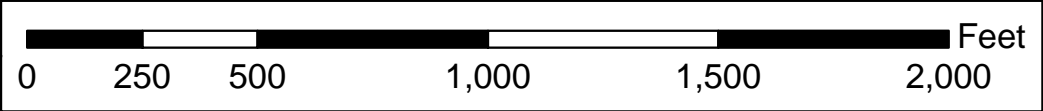


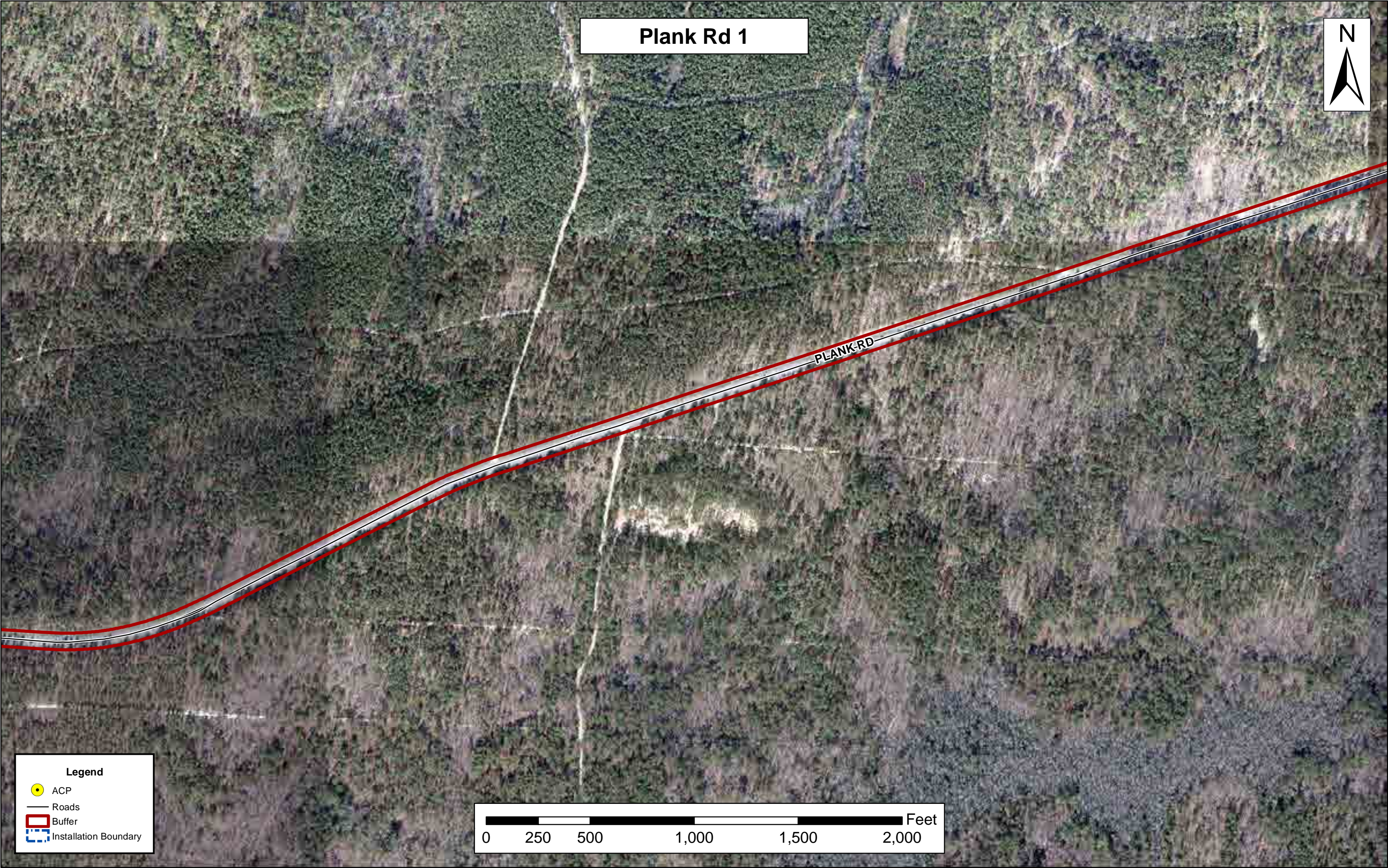
KING RD

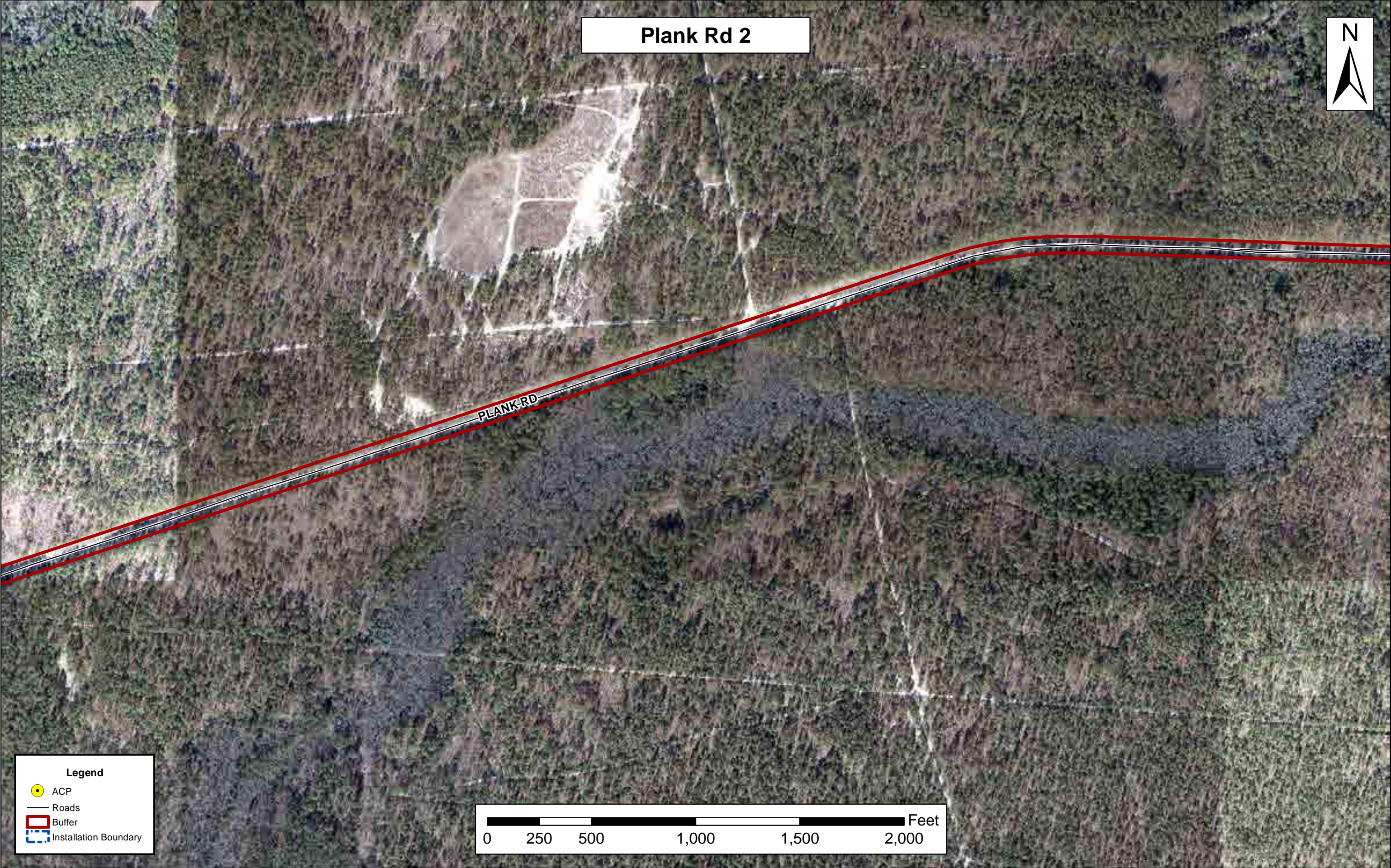
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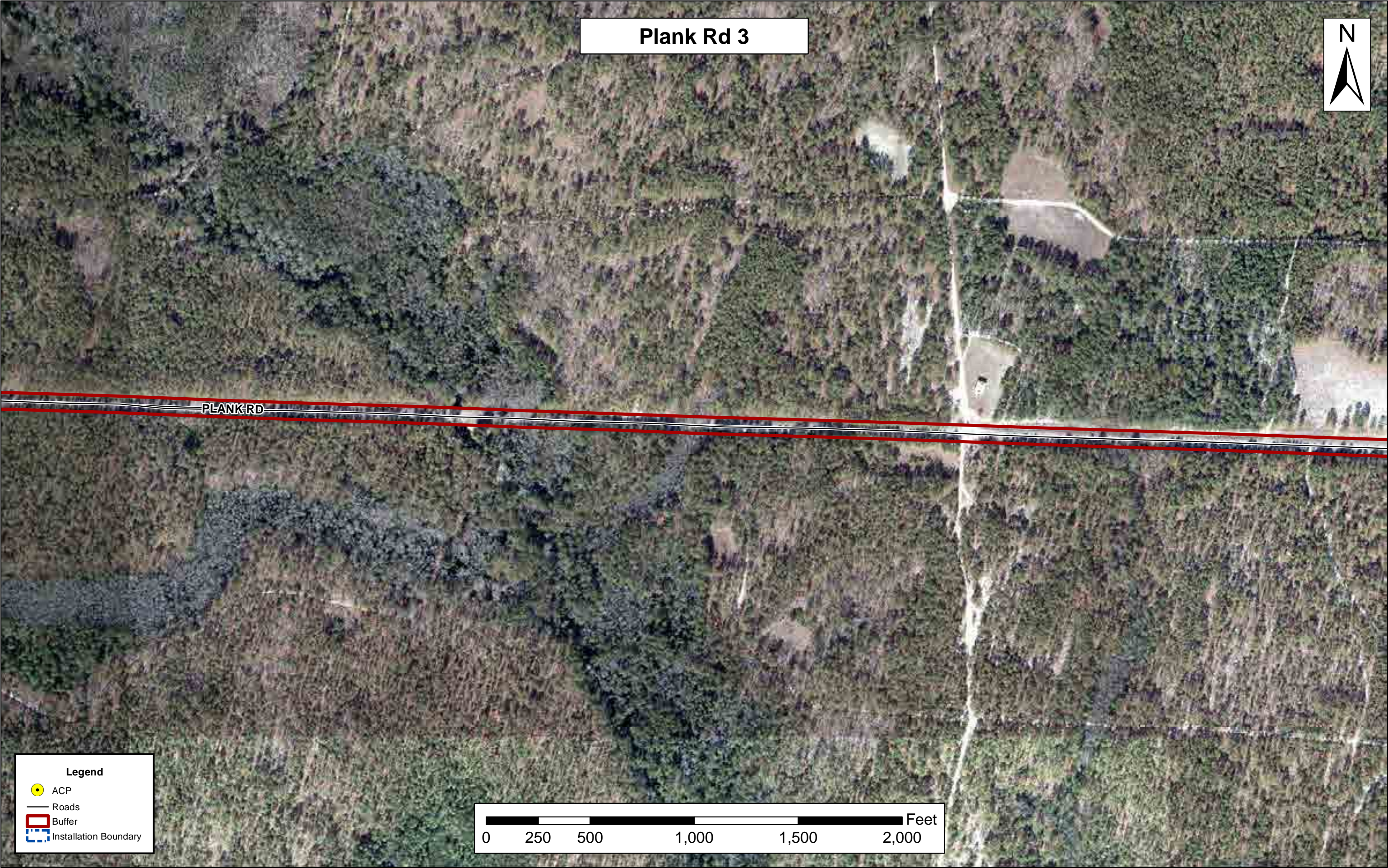
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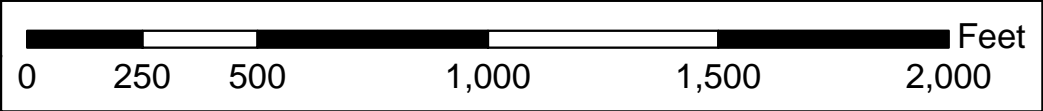
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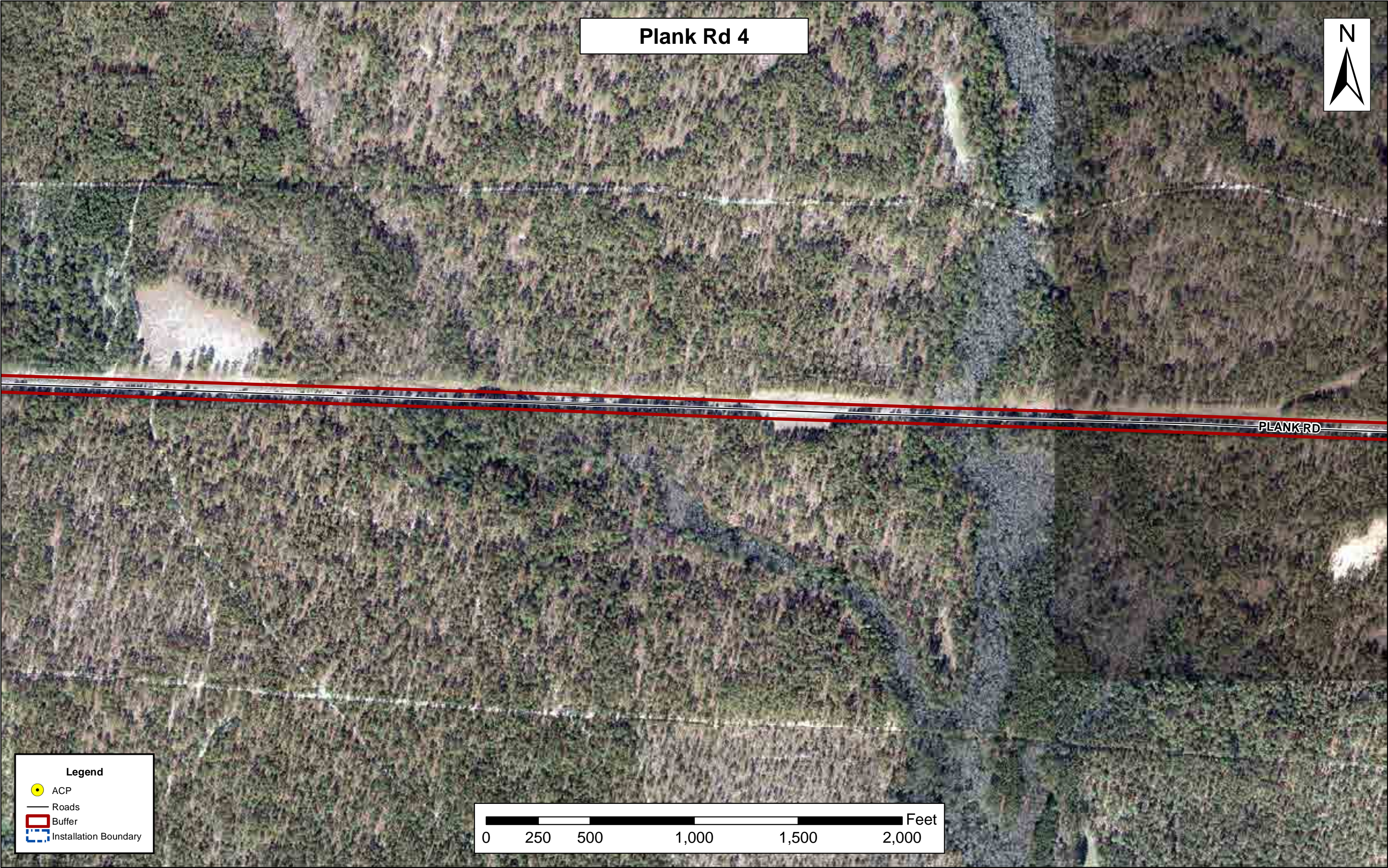


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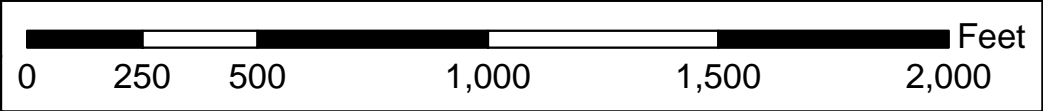


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Plank Rd 5



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Plank Rd 6

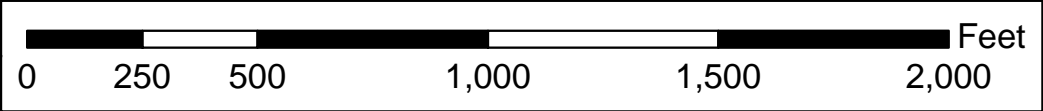


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MOTT LAKE DAM

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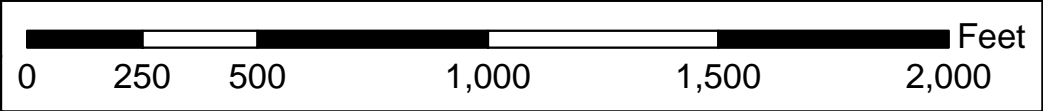


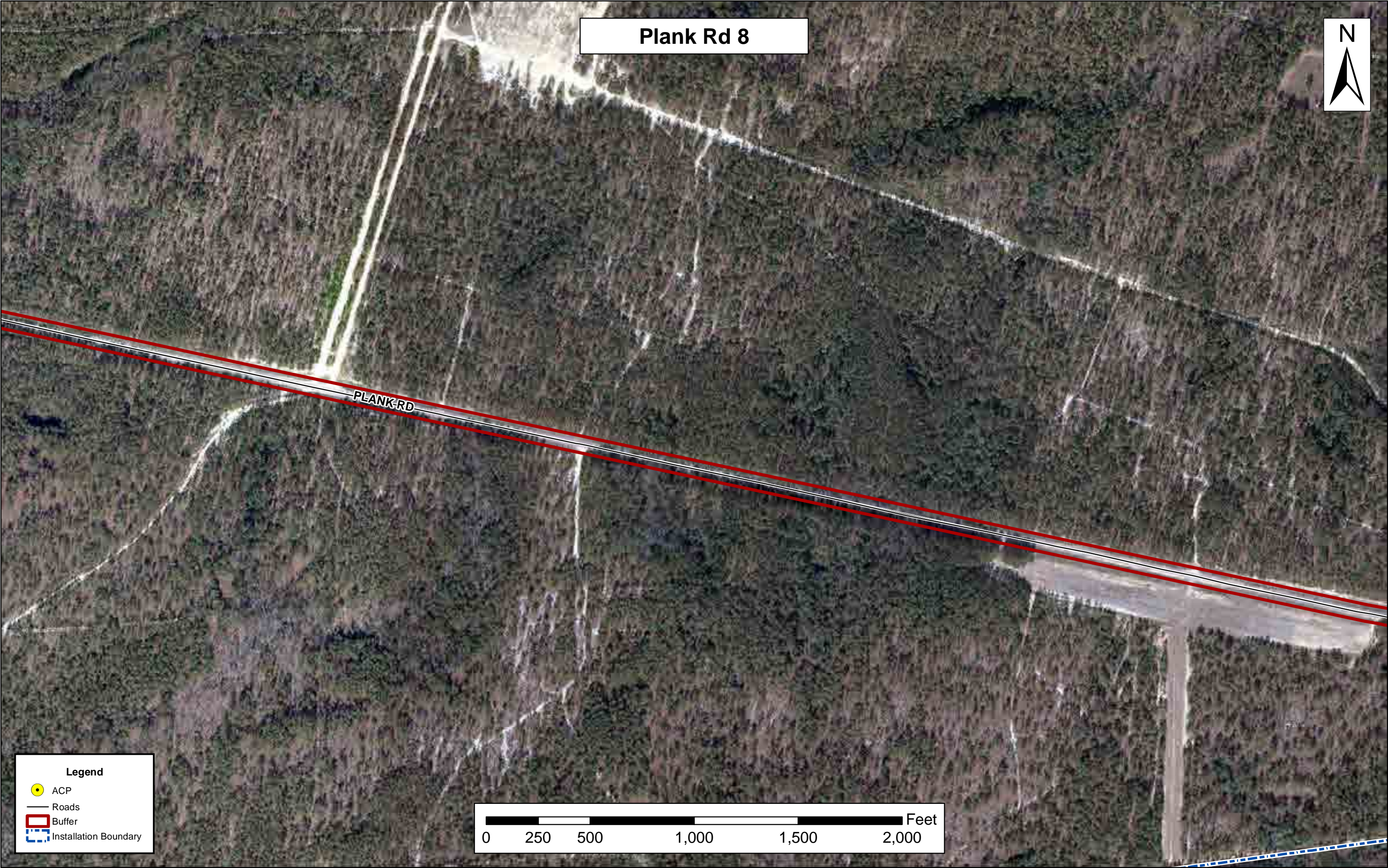
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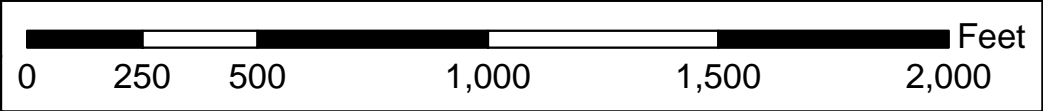


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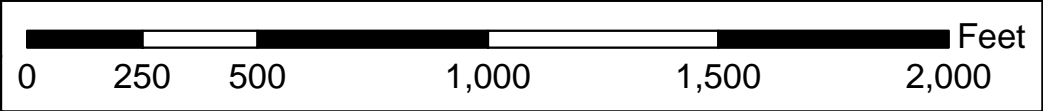


Plank Rd 9



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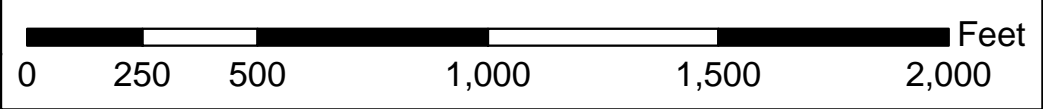


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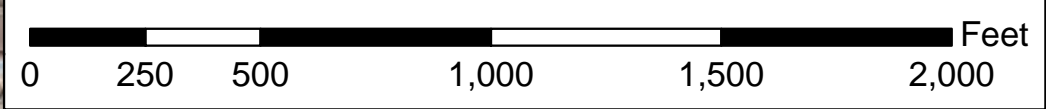
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PLANK RD

Legend

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- Roads
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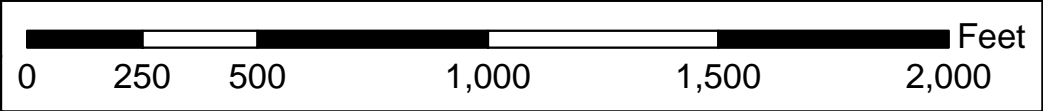


Plank Rd 12



Legend

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- Roads
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- ▭ Installation Boundary



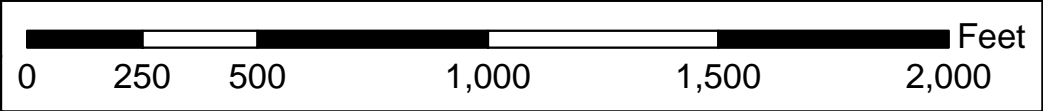


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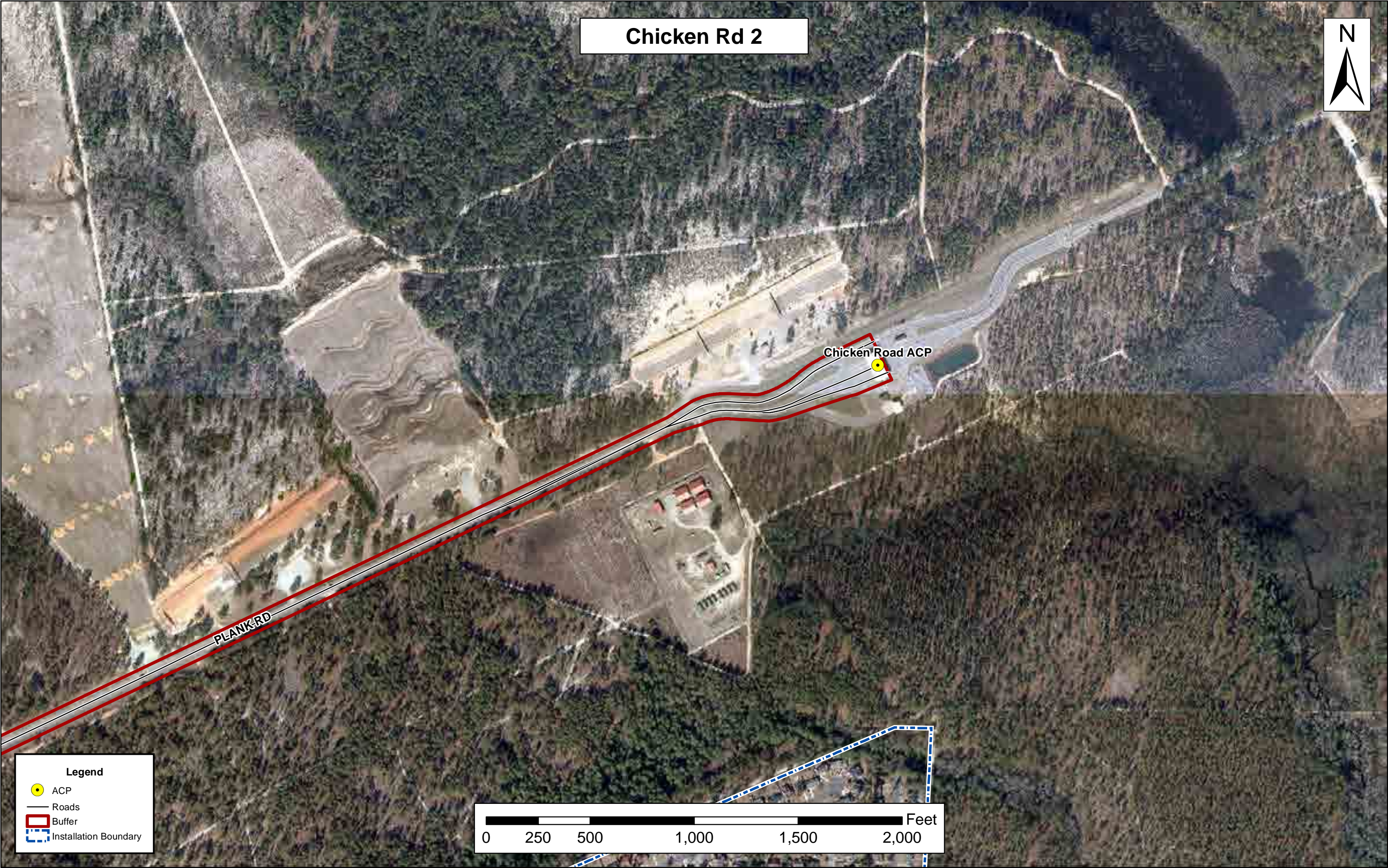
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Chicken Rd 2

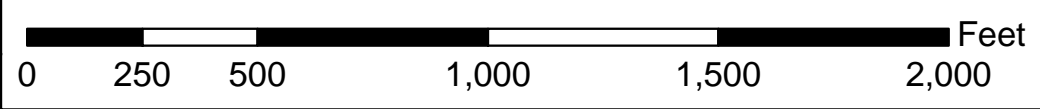


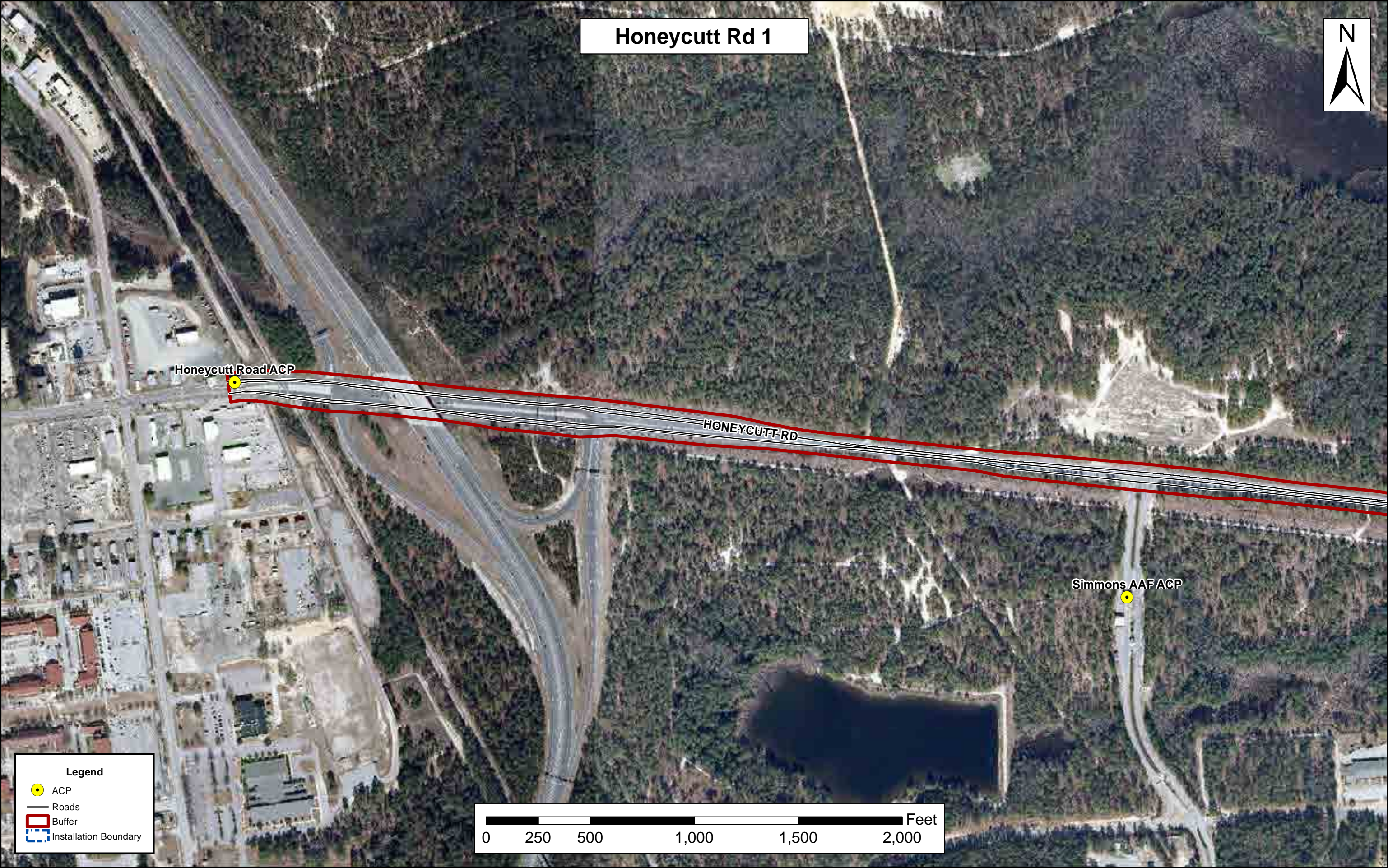
Chicken Road ACP

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Honeycutt Rd 1



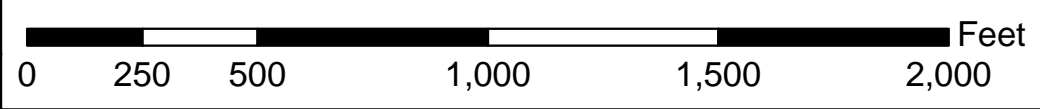
Honeycutt Road ACP

HONEYCUTT RD

Simmons AAF ACP

Legend

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- Roads
- ▭ Buffer
- ▭ Installation Boundary





Honeycutt Rd 2



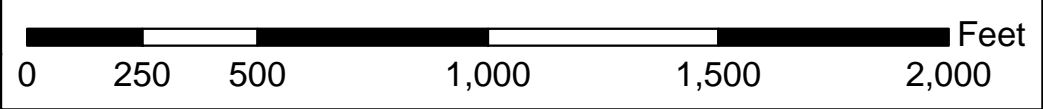
HONEYCUTT RD

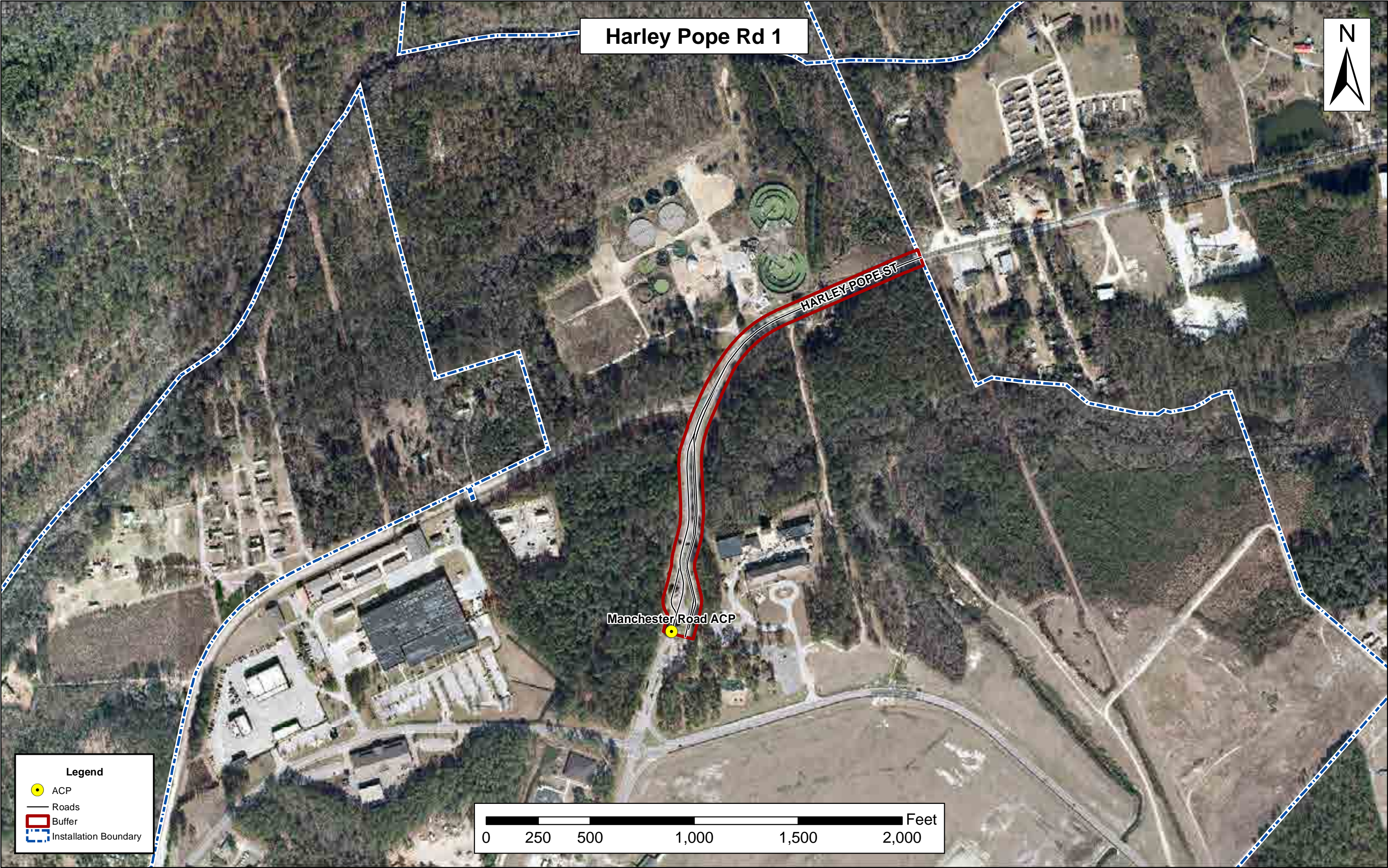
TEXAS LAKE DAM

Simmons AAF ACP

Legend

- ACP
- Roads
- ▭ Buffer
- - - Installation Boundary





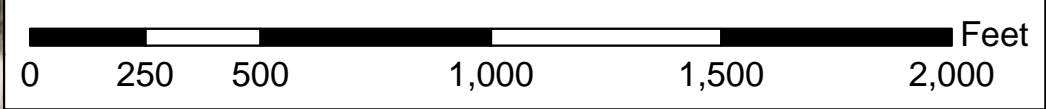
Harley Pope Rd 1

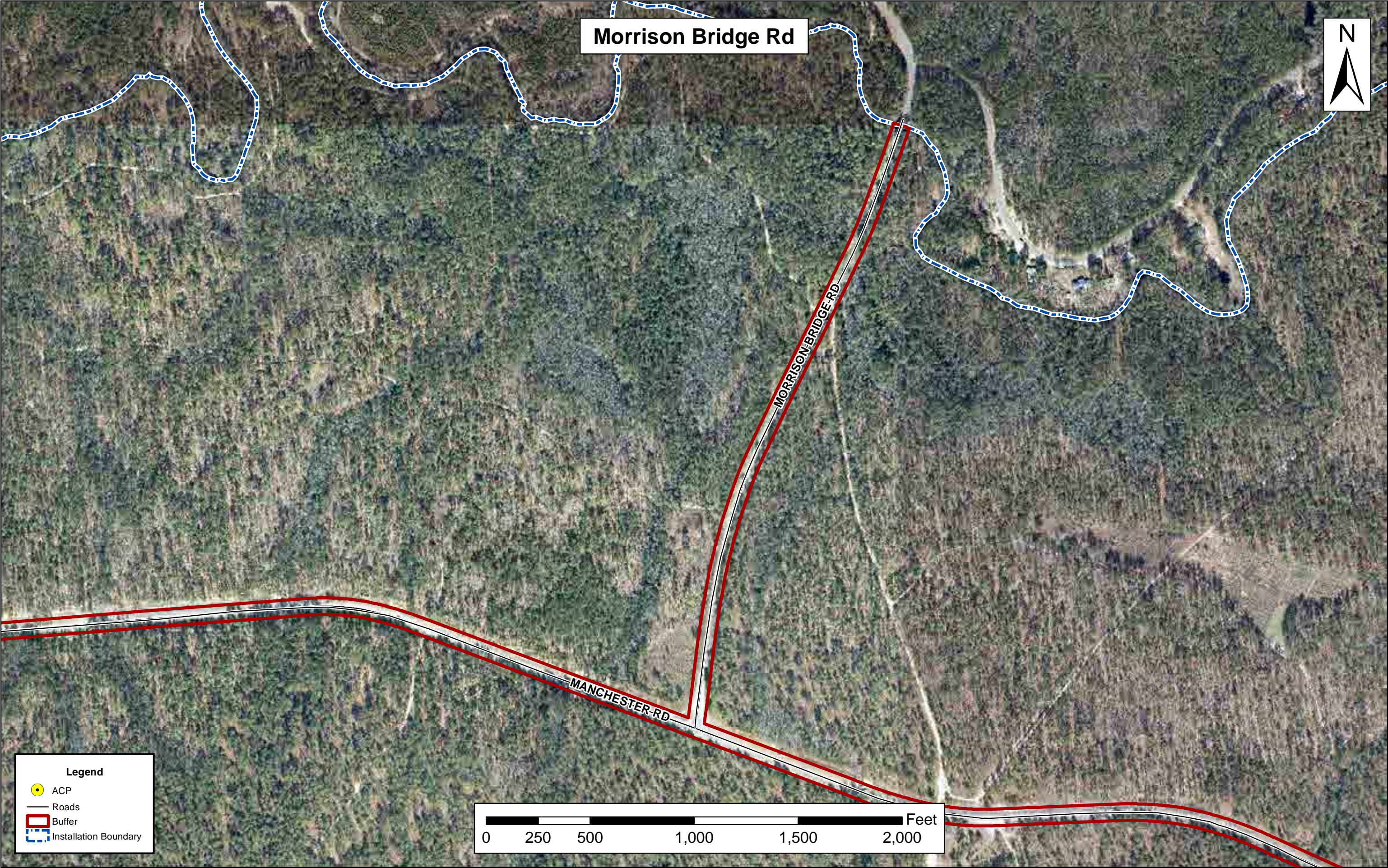
HARLEY POPE ST

Manchester Road ACP

Legend

- ACP
- Roads
- ▭ Buffer
- - - Installation Boundary





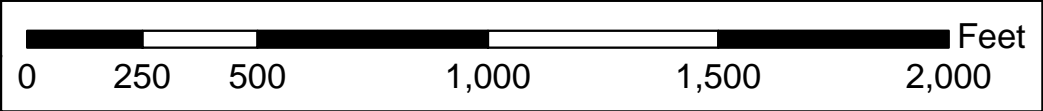
Morrison Bridge Rd

MORRISON BRIDGE RD

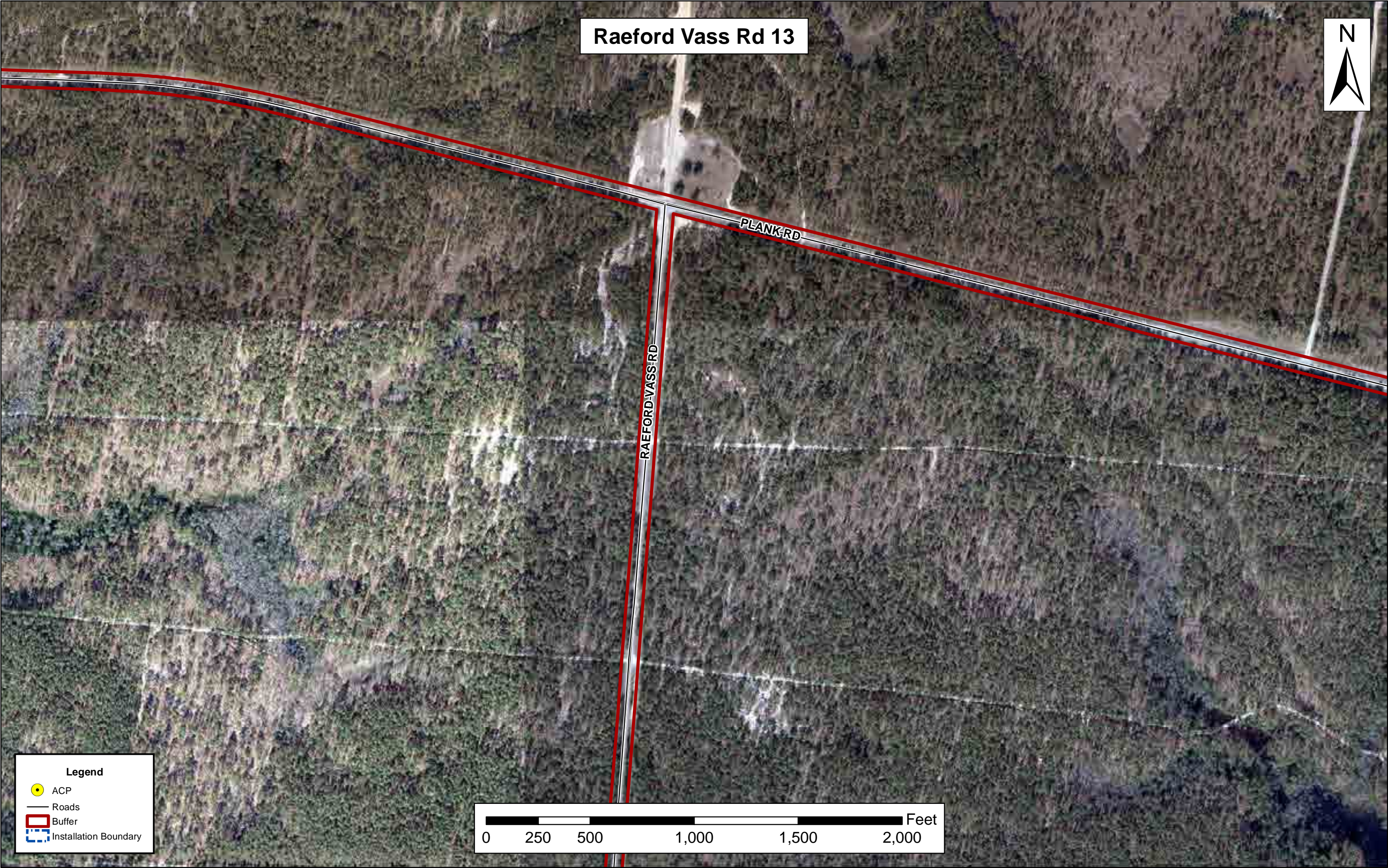
MANCHESTER RD

Legend

- ACP
- Roads
- ▭ Buffer
- - - Installation Boundary









Raeford Vass Rd 14



RAEFORD VASS RD

Legend

- ACP
- Roads
- ▭ Buffer
- - - Installation Boundary

