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**MEMORANDUM OF AGREEMENT
AMONG
THE UNITED STATES GENERAL SERVICES ADMINISTRATION,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE DISTRICT OF COLUMBIA HISTORIC PRESERVATION OFFICE,
THE NATIONAL CAPITAL PLANNING COMMISSION,
AND
THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY,
REGARDING THE DEVELOPMENT OF THE
REHABILITATION AND ADAPTIVE REUSE OF BUILDINGS 31, 33, 34, 37, 49, 71 AND
A PORTION OF BUILDING 56
AT ST. ELIZABETHS NATIONAL HISTORIC LANDMARK,
WASHINGTON, D.C.**

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This Memorandum of Agreement ("MOA") is made as of this ^{13th} day of April 2010, by and among the United States General Services Administration ("GSA"), the Advisory Council on Historic Preservation ("ACHP"), the District of Columbia Historic Preservation Office ("DCHPO"), the National Capital Planning Commission ("NCPC"), and the United States Department of Homeland Security ("DHS") (all referred to collectively herein as the "Signatories" or individually as a "Signatory" or as the "Parties" or individually as a "Party"), pursuant to Sections 106 and 110 of the National Historic Preservation Act ("NHPA"), 16 U.S.C. §§ 470f and 470h-2(f), and the Section 106 implementing regulations at 36 C.F.R. Part 800 and pursuant to the Programmatic Agreement ("PA") (Exhibit 1) among GSA, ACHP, DCHPO, the United States Federal Highway Administration ("FHWA"), NCPC, and DHS regarding the Redevelopment of St. Elizabeths National Historic Landmark ("NHL"), Washington, DC, dated December 9, 2008, which contemplated a multi-phased redevelopment project and the execution of one or several separate Memoranda of Agreement ("MOAs") per 36 C.F.R § 800.6, of which this is the third for Phase I ("Phase I"); and

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WHEREAS, the Undertaking (hereinafter defined) contemplated by this MOA is part of a larger undertaking, addressed in the PA and the Master Plan ("Master Plan"), which proposes GSA's redevelopment of the entire West Campus ("West Campus") of St. Elizabeths ("St. Elizabeths") and the North Campus Parcel ("North Campus Parcel") of the East Campus ("East Campus") for use as a high-security federal campus for the DHS Headquarters, and FHWA's and GSA's implementation of certain new roadway and interchange construction within portions of United States National Park Service ("NPS") parkland known as Shepherd Parkway ("Shepherd Parkway"), to provide ingress and egress to the West Campus; and

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WHEREAS, the purpose of this MOA is to ensure continued compliance with NHPA, including Sections 106 and 110(f), whereby GSA shall carry out consultation for each phase of development and, prior to any effort that may directly or adversely affect the Site (hereinafter defined) shall to the maximum extent possible, undertake planning and actions as may be necessary to minimize harm while satisfying the programmatic requirements of DHS and shall afford the DCHPO, ACHP, and Consulting Parties (hereinafter defined) a reasonable opportunity to comment, respectively; and

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WHEREAS, St. Elizabeths is located in the Southeast quadrant of Washington, D.C. ("D.C.") and includes the 176-acre West Campus and an adjacent 173-acre East Campus (Exhibit 2; St. Elizabeths Regional Plan). GSA has determined the Area of Potential Effect ("APE") (Exhibit 3) as defined in 36 C.F.R. § 800.16(d) for the Undertaking includes both physical and visual areas; and

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53 WHEREAS, GSA proposes to rehabilitate and adaptively reuse NHL Contributing
54 Buildings 31 (Atkins), 33 (Dining Hall), 34 (Kitchen), 37 (Hitchcock Hall), 49 (Construction
55 Shops), a portion of Building 56 (Power House), and non-Contributing Building 71 (Fan House)
56 (referred to individually by their numbers or together as “Adaptive Reuse Phase 1b”), which are
57 located throughout the West Campus of St. Elizabeths (the “Site”) (Exhibit 4) and together
58 occupy approximately 122,200 gross square feet (“GSF”); demolish 8,400 GSF of non-
59 Contributing existing additions on Contributing Buildings 49 and 56 and construct new additions
60 thereto; excavate and construct Phase A of the below grade National Operations Center
61 (“NOC”) and Collocation of Component Operations Centers; construct road improvements
62 associated with Sweetgum Lane, a Contributing Landscape Feature; install utilities associated
63 with Adaptive Reuse Phase 1b; and to protect and rehabilitate Contributing Landscape Features
64 (“Contributing Landscape Features”) associated site work within the Limit of Disturbance (as
65 defined herein); collectively referred to as the Undertaking (“Undertaking”); and
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67 WHEREAS, GSA, as property owner and lead agency for this Undertaking, is responsible
68 for the ongoing stabilization, maintenance, upkeep and ongoing protection of the West Campus
69 in accordance with the Maintenance Program and the separate National Capital Region
70 Programmatic Agreement and throughout redevelopment and in perpetuity as long as the West
71 Campus remains in its control and jurisdiction *provided that* if GSA proposes to transfer the West
72 Campus or any portion thereof to any non-federal entity, such an undertaking would be subject to
73 the provisions of 36 C.F.R. Part 800; and
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75 WHEREAS, GSA has applied the Criteria of Adverse Effect (36 C.F.R. § 800.5(a)(1)) and
76 found that the Undertaking shall have an adverse effect on the St. Elizabeths NHL, including
77 Contributing Buildings as listed: Building 31 (Atkins); Building 33 (Dining Hall); Building 34
78 (Kitchen); Building 37 (Hitchcock Hall); Building 49 (Construction Shops); and a portion of
79 Building 56 (Power House) (“Contributing Buildings”); and
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81 WHEREAS, GSA has applied the Criteria of Adverse Effect (36 C.F.R. § 800.5(a)(1)) and
82 found that the Undertaking shall have an adverse effect on the St. Elizabeths NHL, including
83 Contributing Landscape Features as listed in a table (Exhibit 5), which is based on information
84 developed for the St. Elizabeths West Campus Master Plan Final Environmental Impact
85 Statement (“FEIS”) and derived from the St. Elizabeths West Campus CLR (hereinafter defined)
86 and LPMP (hereinafter defined); and
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88 WHEREAS, GSA notified DCHPO and ACHP of its adverse effect determination for this
89 Undertaking in accordance with the PA, and GSA has continued its ongoing consultation with
90 DCHPO, ACHP and Consulting Parties to fulfill GSA, DHS and NCPC obligations under NHPA;
91 and
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93 WHEREAS, to complete the Undertaking, GSA and DHS have entered into ten-year
94 preliminary Occupancy Agreements (OA) for Phase I of the project prior to occupancy of the Site
95 and are reviewing additional preliminary OAs for future phases wherein DHS shall occupy the
96 West Campus together with the North Campus Parcel of the East Campus of St. Elizabeths
97 creating a high-security Interagency Security Committee (“ISC”) Level 5 facility that meets DHS’
98 program and functional requirements consistent with the Master Plan; and
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100 WHEREAS, GSA submitted the final Master Plan to NCPC and the U.S. Commission of
101 Fine Arts (“CFA”) on November 10, 2008 and approval was granted on November 20, 2008 by
102 CFA and on January 8, 2009 by NCPC at their regularly scheduled meetings; and

103 WHEREAS, the components of DHS to be housed at St. Elizabeths, which shall achieve
104 the DHS co-location requirement of 4.5 million GSF of office space to house 14,000 DHS
105 employees plus 1.5 million GSF of parking to provide 3,594 employee spaces and 640 visitor
106 and official vehicle spaces, by utilizing both the West Campus and the North Campus Parcel of
107 the East Campus of St. Elizabeths, as included in the DHS National Capital Region Housing Plan
108 and as set forth in the Master Plan; and
109

110 WHEREAS, in accordance with Section III.B (Modifications to Master Plan) of the PA,
111 GSA, through the ongoing Section 106 process, and in response to the conditions set forth by
112 NCPC in January 2009, has refined the Master Plan and the Final Adaptive Reuse Phase 1b
113 Design Submission ("Final Adaptive Reuse Phase 1b Design Submission") (Exhibit 6) includes :
114 (a) demolition of non-Contributing additions to Buildings 49 and 56; (b) construction of a new
115 addition to Building 49; (c) construction of a new small above grade entry building associated
116 with the CUP portion of Building 56 that is significantly smaller than shown in the Master Plan; (d)
117 shifting of the NOC and Collocation of Component Operations Centers Phase A slightly north of
118 the location shown in the Master Plan; and (e) road improvements in the vicinity of Sweetgum
119 Lane to accommodate Phase 1b Adaptive Reuse utilities; and
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121 WHEREAS, the Final Adaptive Reuse Phase 1b Design Submission (Exhibit 6) was
122 reviewed by the Consulting Parties and it was agreed that the content of this submission reflects
123 the modifications to the Master Plan, building plans, inclusive of interior rehabilitation plans, and
124 other agreements reached in consultation for this Undertaking; and
125

126 WHEREAS, GSA acknowledges that future phases of the larger redevelopment outlined
127 in the PA may require further refinements to the Master Plan and that those refinements shall be
128 addressed in ongoing consultation relative to the particular undertaking being considered and
129 from which the modification is resulting; and
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131 WHEREAS, GSA has identified in accordance with 36 C.F.R. § 63.2 the existing
132 Contributing Landscape Features (Exhibit 5) on the Site that contribute to the character and
133 significance of the NHL and proposes to retain, to the maximum extent possible, Contributing
134 Landscape Features and to otherwise be guided by landscape restoration, treatment and
135 maintenance guidelines outlined in the *Preservation, Design & Development Guidelines* ("Design
136 Guidelines"), the Cultural Landscape Report ("CLR") and the associated Historic Landscape
137 Preservation and Management Plan ("LPMP") (Exhibit 7); and
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139 WHEREAS, GSA, in accordance with Section III.D.1.a of the PA, completed Historic
140 American Landscape Survey ("HALS") on January 12, 2010 for the overall West Campus
141 documentation (Exhibit 8); and
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143 WHEREAS, GSA, in accordance with Section III.D.1.a of the PA, shall complete Historic
144 American Buildings Survey ("HABS") documentation in accordance with measures agreed upon
145 with DCHPO and NPS guidance for Buildings 31, 33, 34, 37, 49, 56 and 71; and
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147 WHEREAS, GSA, in accordance with Section III.D.1.c of the PA, completed Historic
148 Structure Reports ("HSRs") and Building Preservation Plans ("BPPs") for each of the Buildings
149 associated with this Undertaking: Buildings 31, 33, 34, 37, 49, 56 and 71 (Exhibit 9); and
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151 WHEREAS, GSA completed the Phase I archaeological survey, *Phase I Archaeological*
152 *Survey of the St. Elizabeths Hospital West Campus, Washington, DC* by Kreisa, McDowell, and
153 Kermes (2008) (Exhibit 10), to which the DCHPO concurred, as part of a phased approach to the

154 identification and evaluation of archaeological resources, pursuant to 36 C.F.R. § 800.4(b)(2),
155 and to the application of criteria of adverse effect, pursuant to 36 C.F.R. § 800.5(a)(3), as
156 appropriate; and

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158 WHEREAS, this Undertaking extends into a previously identified archaeological site area,
159 designated Area N (“Area N”), and because the Site, as part of a larger undertaking addressed in
160 the PA, is large and development at St. Elizabeths shall occur in phases, and predevelopment
161 activities may include excavation of soil and other ground-disturbing activities, the Signatories
162 agree that a flexible phased approach to the identification and evaluation of archaeological
163 resources, pursuant to 36 C.F.R. § 800.4(b)(2), and to the application of the criteria of adverse
164 effect, pursuant to 36 C.F.R. § 800.5(a)(3) is appropriate; and

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166 WHEREAS, completion of this Undertaking is necessary for the occupancy of the United
167 States Coast Guard (“USCG”) building, which is being developed in accordance with the
168 Memorandum of Agreement among the United States General Services Administration, the
169 Advisory Council on Historic Preservation, the District of Columbia Historic Preservation Office,
170 the National Capital Planning Commission, and the United States Department of Homeland
171 Security Regarding the Development of the United States Coast Guard Headquarters at St.
172 Elizabeths National Historic Landmark, Washington, DC executed on December 18, 2009
173 (“USCG MOA”) and to respond to deadlines associated with the American Recovery and
174 Reinvestment Act (“ARRA”); and

175
176 WHEREAS, execution of the undertaking set forth in the Memorandum of Agreement
177 among the United States General Services Administration, the Advisory Council on Historic
178 Preservation, the District of Columbia Historic Preservation Office, the National Capital Planning
179 Commission, and the United States Department of Homeland Security, Regarding the
180 Development of the Interagency Security Committee (ISC) Level 5 Perimeter Security
181 Improvements at St. Elizabeths National Historic Landmark, Washington, DC, executed on
182 March 4, 2010 (“Security Perimeter MOA”), is necessary for the occupancy of the buildings
183 associated with Adaptive Reuse Phase 1b; and

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185 WHEREAS, the footprints associated with this Undertaking and the area immediately
186 surrounding (See Exhibit 4, “Constructing Staging Plan”) are designated as Limit of Disturbance
187 (“LOD”) areas (Exhibit 4) for this Undertaking; and

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189 WHEREAS, pursuant to 36 C.F.R. § 800.3(f), GSA identified and consulted with, in
190 addition to the Signatories identified above, the following Consulting Parties: Advisory
191 Neighborhood Commissions 8A, 8B, 8C, 8D, and 8E, American Society of Landscape Architects,
192 Anacostia Historical Society, Brookings Institution, Committee of 100 on the Federal City,
193 Cultural Landscape Foundation, D.C. Preservation League, District of Columbia Office of
194 Planning, Friends of St. Elizabeths, Institute for Public Representation at Georgetown University
195 Law Center, National Association of Olmsted Parks, Medical and Professional Society of St.
196 Elizabeths Hospital, National Coalition to Save Our Mall, National Historic Landmark Stewards
197 Association, National Museum of Civil War Medicine, National Trust for Historic Preservation,
198 Office of Councilmember Marion Barry, Representative Eleanor Holmes Norton, St. Elizabeths
199 Hospital (DC Department of Mental Health), CFA, U.S. Department of the Interior, U.S. National
200 Park Service, (referred to collectively herein as the “Consulting Parties”); and

201
202 WHEREAS, in accordance with the PA, GSA has consulted with the DCHPO to conclude
203 there are no federally recognized tribes in the District of Columbia, Maryland or Virginia, nor are
204 there any tribes who have relocated to a different area that reasonably have any documented

205 historic ties to the Site. If any federally recognized tribe should come forward to demonstrate
206 historic ties to the Site, and be interested in developing consultation procedures for projects
207 resulting from any undertaking that has not already been approved pursuant to the PA and this
208 MOA that may affect historic properties with which the tribe has historic ties, it may consult with
209 GSA to develop such procedures pursuant to 36 C.F.R § 800.2 (c)(2)(ii)(E); and
210

211 WHEREAS, GSA shall comply with the provisions contained in the Energy Policy Act of
212 2005, P.L. 109-58, 199 STAT. 614, § 109, *Federal Building Performance Standards*, (increasing
213 efficiency to exceed the thirty percent energy savings of ASHRAE 90.1) by using renewable
214 energy sources, lowering energy consumption per square foot by three percent per year, and
215 contributing to increased energy security by expanding Federal supply of energy, and will comply
216 with all energy and sustainability Executive Orders, in coordination with the Governing
217 Documents (hereinafter defined); and
218

219 WHEREAS, GSA, in accordance with Section III.C.1.b of the PA, continued consultation
220 for the redevelopment of St. Elizabeths since approval of the Master Plan in January 2009.
221 Consultation for the development of the Adaptive Reuse Phase 1b was initiated on October 9,
222 2008 (Exhibit 11) and was further defined on February 16, 2010 (Exhibit 12). GSA, in
223 accordance with Section III.C.1.c of the PA, invited NCPC and CFA to participate in this
224 consultation and worked with both agencies to determine appropriate submittal dates for the
225 Final Adaptive Reuse Phase 1b Design Submission; and
226

227 WHEREAS, GSA, in accordance with Sections III.C.2, III.C.3 of the PA, has consulted on
228 and provided design submissions for the Undertaking to the Signatories and Consulting Parties
229 for review. In accordance with Section III.C.4 of the PA, GSA has reviewed and taken all
230 Signatory and Consulting Party comments into consideration; and
231

232 WHEREAS, GSA, in accordance with Section III.C.5 of the PA, has conducted
233 consultation for this Undertaking to facilitate the execution of a signed MOA concurrent with final
234 design submissions to NCPC; and
235

236 WHEREAS, in accordance with the 30-day submission requirement requested by NCPC
237 for this Undertaking, GSA shall submit the Final Adaptive Reuse Phase 1b Design Submission
238 (Exhibit 6) to NCPC on April 2, 2010, for consideration at the May 6, 2010, NCPC meeting; and
239

240 WHEREAS, CFA approved the Master Plan on November 20, 2008, GSA shall submit
241 the Final Adaptive Reuse Phase 1b Design Submission to CFA on April 1, 2010, for
242 consideration at the April 15, 2010 meeting CFA meeting; and
243

244 WHEREAS, GSA shall continue to provide an opportunity for public involvement in the
245 development of future Undertakings of the project in accordance with the PA and 36 C.F.R. §
246 800.2(d) and § 800.6(a)(4); and
247

248 WHEREAS, GSA shall continue to make consultation and non-sensitive Undertaking-
249 related documents accessible to the public through a project website. This MOA includes
250 Sensitive-But-Unclassified (“SBU”) related elements which are included within specific exhibits of
251 this MOA. Any exhibits considered to be SBU, or marked as such, may not be released to any
252 party who does not have a valid and demonstrated “Need to Know”. Nor shall any SBU material
253 be released to a media source or published on any public website that is not accredited to
254 support SBU materials in accordance with SBU guidelines and procedures (Exhibit 13); and
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256 WHEREAS, GSA shall ensure that the Undertaking is carried out in accordance with the
257 Master Plan, and informed by the Design Guidelines, the LPMP, the Archaeological Resources
258 Management Plan (ARMP) (hereinafter defined), and the Secretary of the Interior's Standards
259 and in consultation with DCHPO, ACHP and Consulting Parties. GSA worked collaboratively
260 with the Consulting Parties to evaluate alternatives or modifications to the Undertaking that
261 would avoid, minimize or mitigate adverse effects per 36 C.F.R. § 800.6(a); and
262

263 WHEREAS, GSA, in accordance with Section III.D.1.f of the PA, has substantially
264 completed the LPMP for the West Campus which acknowledges the ever-changing existence of
265 the cultural landscape and inter-relationship of treatment and ongoing maintenance (Exhibit 5);
266 and
267

268 NOW THEREFORE, the Signatories agree that the Undertaking shall be implemented in
269 accordance with the following stipulations ("Stipulations") in order to take into account the effect
270 of the Undertaking on Contributing Buildings, Contributing Landscape Features and
271 Archaeological Resources.
272

273 **STIPULATIONS**

274 GSA shall ensure that the following measures are carried out:
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276 **I. GENERAL REQUIREMENTS**

277 **A. Reference Documents and Documentation**

278 GSA shall carry out this Undertaking in accordance with the Master Plan, and informed
279 by the Preservation Design and Design Development Guidelines, the LPMP, the
280 Archaeological Resources Management Plan (hereinafter defined), the Secretary of the
281 Interior's Standards , the Final Adaptive Reuse Phase 1b Design Submission (Exhibit 6)
282 and the Contributing Building Character Defining Features and Treatments (Exhibit 14);
283 and GSA has and shall continue to take into consideration the HALS (Exhibit 8), the
284 HSRs and BPPs (Exhibit 9) ,and the HABS documentation, which shall be completed per
285 Section III.A.3.i of this MOA (collectively, "Governing Documents"); and GSA shall also
286 comply with applicable Building and Life Safety Codes.
287

288 **B. Alterations to Project Documents**

289 In accordance with Section IX.A of the PA, GSA shall carry forth the following practices
290 and procedures regarding Alterations to Project Documents associated with this
291 Undertaking:
292

293 If GSA desires any material or substantial additions or deletions from the Final Adaptive
294 Reuse Phase 1b Design Submission (Exhibit 6), Construction Staging Plan (inclusive of
295 Site Area and LOD) (Exhibit 4), or other documents that have been reviewed and
296 commented on pursuant to this MOA, which material or substantial changes, additions
297 and/or deletions GSA determines may result in potential adverse effects, GSA shall
298 furnish the Signatories and the Consulting Parties with a statement of the requested
299 material changes, additions and/or deletions, submitting with such statement appropriate
300 plans, specifications or other documentation showing in detail the nature of the material
301 changes, additions and/or deletions requested. If the changes are found to cause or
302 constitute adverse effects on Contributing Buildings, Contributing Landscape Features
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305 and archaeological resources, GSA shall then consult further regarding these potential
306 effects in accordance with Section III.C.1 of the PA.

307
308 **C. Construction Staging Documents**

309
310 As stipulated in the PA, GSA shall ensure that all construction contractors and teams
311 selected to perform work that may result in adverse effects to Contributing Buildings or
312 Landscape Features, follow the Construction Staging Plan (“Construction Staging Plan”)
313 approved by GSA.

314
315 The Construction Staging Plan and LOD for this Undertaking (Exhibit 4), which was
316 developed in consultation with the Consulting Parties and is consistent with GSA Master
317 Specifications, Building and Life Safety Codes, and construction best practices, identifies
318 Contributing Buildings, Contributing Landscape Features and archaeological resources,
319 potentially affected by the Undertaking and associated construction staging activities, and
320 outlines the following measures to avoid and minimize harm to these resources, while
321 providing the necessary access and flexibility to efficiently and effectively complete the
322 Undertaking. GSA shall ensure that the following measures be taken to address these
323 requirements:

- 324
325 1. Site Access and Vehicular Circulation: GSA shall ensure that general construction
326 vehicular access to the construction sites shall occur over the Temporary
327 Construction Access Road established as part of the USCG Construction Staging
328 Plan (USCG MOA Exhibit 2) at Gate 6.
329
330 2. Temporary Construction Trailers: Office trailers shall be located within the LOD as
331 indicated on Exhibit 4 for the duration of construction for this Undertaking. GSA shall
332 ensure that the areas be restored per Exhibit 5 at the end of the construction phase
333 once all temporary trailers have been removed.
334
335 3. Protection of Contributing Landscape Features: GSA shall ensure that the protection
336 measures recorded in Exhibit 5 are coordinated with the LOD (Exhibit 4) and are
337 carried out for the Contributing Landscape Features identified in the LPMP and
338 potentially affected by this Undertaking.
339
340 4. Protection of Human Burials: GSA shall ensure that measures are in place so that
341 construction activities shall not affect human burials within the Cemetery
342 (“Cemetery”).
343
344 5. Protection of Archaeological Resources: A professional archaeologist shall be on site
345 during initial excavation of areas agreed upon by DCHPO and GSA and shall provide
346 appropriate documentation as required per the PA, this MOA, and, upon completion,
347 the ARMP, in accordance with Section III.C.3.
348

349 **II. UNDERTAKING SCOPE**

350
351 GSA shall complete the Undertaking, the major elements of which are described in detail
352 below and are shown in the Final Adaptive Reuse Phase 1b Design Submission (Exhibit
353 6), in accordance with Stipulation I. of this MOA.
354

- 355 A. Rehabilitation and Adaptive Reuse
 356 Contributing Buildings 31 (Atkins), 33 (Dining Hall), 34 (Kitchen), 37 (Hitchcock Hall), and
 357 non-Contributing Building 71 (Fan House) shall be rehabilitated and will accommodate
 358 DHS program space.
 359
- 360 B. Rehabilitation, Construction, Demolition and Adaptive Reuse
 361 Contributing Building 49 (Construction Shops) shall be rehabilitated to accommodate
 362 DHS program space. In order to meet the operational program needs of DHS, an
 363 existing non-Contributing addition of Building 49 will be demolished. A new 36,770 GSF
 364 addition will be constructed in the general footprint of the demolished non-Contributing
 365 addition adjacent to Building 49.
 366
- 367 A portion of Contributing Building 56 (Power House) shall be rehabilitated to
 368 accommodate the Central Utility Plant (“CUP”) to support the operational needs of DHS.
 369 In order to meet the program needs of the CUP, the existing non-Contributing additions to
 370 this portion of Building 56 will be demolished. A new 41,111 GSF below grade space and
 371 a small above grade entry building and plaza will be constructed with a below grade
 372 connection to this portion of Building 56.
 373
- 374 C. Excavation and Construction of the NOC and Collocation of Component Operations
 375 Centers Phase A
 376 Excavate an area between the proposed new USCG Building and the Center Building
 377 (Building 5, a contributing building) (“Center Building”), and construct the approximately
 378 157,000 GSF of below grade area which comprises Phase A of the NOC and
 379 Collocation of Component Operations Centers.
 380
- 381 D. Phase 1b Utilities and Sweetgum Lane
 382 Excavation and construction of below grade utilities to support this Undertaking are
 383 identified in Exhibits 4 and 6. Construction of a portion of the below grade utilities which
 384 will occur under portions of Sweetgum Lane and construction associated with a new road
 385 alignment located south of the existing Sweetgum Lane. The portion of the existing
 386 Sweetgum Lane alignment not impacted by the new road alignment will be resurfaced
 387 and retained as a pathway.
 388

389 **III. AVOIDANCE, MINIMIZATION AND MITIGATION MEASURES**
 390

391 In accordance with Stipulation I. of this MOA, GSA shall carry out actions for avoiding,
 392 minimizing, and mitigating adverse effects, as noted below.
 393

394 A. Contributing Buildings
 395

396 1. Avoidance:
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398 GSA shall take the following actions to avoid unanticipated adverse effects to the
 399 Contributing Buildings, in accordance with Stipulation I. of this MOA:
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- 401 i. In accordance with Exhibit 4, GSA shall fence the LOD around the
 402 Contributing Buildings per the Construction Staging Plan, thereby
 403 protecting nearby contributing buildings not associated with this
 404 Undertaking;

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- ii. GSA shall develop an appropriate system to protect, support and otherwise not adversely affect the Contributing Buildings to be adaptively reused (Buildings 31, 33, 34, 37, 49 and a portion of Building 56). GSA shall adopt a Construction Protection Plan (“CPP”) for the Undertaking which includes but is not limited to the installation of electronic sensing devices to detect any potential vibration or shifting of these Contributing Buildings during construction. This proactive effort is being taken as an added protective measure to ensure the safety, security, and stability of these buildings and their immediate environs and to ensure disturbances are limited. The CPP shall provide for an engineer and/or historical architect meeting the proposed *Secretary of the Interiors Historic Preservation Professional Qualifications Standards 62 Fed. Reg. 33,707 (June 20, 1997)* to supervise implementation of the CPP. Vibrations shall be monitored to ensure that vibration levels do not exceed 0.2 inches/second. In the event the vibration threshold is exceeded, the CPP shall provide a process to ensure that construction work is stopped until such time as the qualified professionals have determined that modifications have been made in the construction activities to assure that no damage shall occur to historic properties;
- iii. In addition to measures outlined in Section B.3 of the USCG MOA, GSA shall utilize crack monitors and monitoring points to measure for any movement associated with the Phase A NOC and Collocation of Component Operations Centers excavation and construction at Building 5 (Center Building); the Building 49 (Construction Shops, a Contributing Building) excavation and construction at Building 49 itself, Building 52 (Ice House, a Contributing Building) and Building 56 (Power House, a Contributing Building); and the excavation and construction at Building 56 itself.

2. Minimization:

GSA shall take the following actions to minimize adverse effects to the Contributing Buildings, in accordance with Stipulation I. of this MOA:

- i. GSA shall adaptively reuse the Contributing Buildings associated with this Undertaking, to support the operational needs of DHS, avoiding unnecessary demolition;
- ii. To the extent exterior wall or roof elements are unable to be repaired or preserved on the Contributing Buildings to be adaptively reused in this Undertaking, GSA shall rehabilitate and or restore these elements with like materials and features to the extent possible;
- iii. Heights of new construction additions associated with the Undertaking shall be in relation to the heights of the surrounding contributing buildings, in an effort to minimize visual effects to, from and within the Site;
- iv. Low-profile removable photovoltaic panels and solar thermal elements shall be utilized on portions of Contributing Building 31 and 33 roofs. The

456 extent of these elements shall be minimal and shall be installed in a
457 manner that does not permanently adversely affect the buildings' character
458 defining features;

459
460 v. Construction of a new addition to Building 49 has been reduced in profile
461 and shall be incorporated within the general footprint of the non-
462 Contributing addition to Building 49. The demolition of the non-
463 Contributing addition allows for a more consolidated footprint than shown
464 in the Master Plan, for the new addition and utilizes both below and above
465 grade construction to minimize impacts of the addition to the extent
466 possible;

467
468 vi. Construction of a new above-grade entry building associated with the CUP
469 portion of Building 56 shall be significantly smaller than shown in Master
470 Plan.

471
472 3. Mitigation:

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474 GSA shall take the following actions to mitigate adverse effects to Contributing
475 Buildings, in accordance with Stipulation I. of this MOA:

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477 i. Conduct Historic American Buildings Survey ("HABS") documentation in
478 accordance with mitigation measures agreed upon with the DCHPO and
479 NPS guidance, and Section III.D.1.a of the PA, GSA shall prepare HABS
480 documentation for Buildings 31, 33, 34, 37, 49, 56 and 71 associated with
481 this Undertaking.

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483 B. Contributing Landscape Features

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485 1. Avoidance:

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487 GSA shall take the following actions to avoid unanticipated adverse effects to the
488 Contributing Landscape Features, in accordance with Stipulation I. of this MOA:

489
490 i. Contributing Landscape Features adjacent to construction and other areas
491 of disturbance shall be protected during construction, per the Construction
492 Staging Plan;

493
494 ii. In accordance with Exhibit 4, GSA shall fence the LOD around adaptive
495 reuse buildings associated with the Undertaking, per the Construction
496 Staging Plan, thereby protecting nearby Contributing Landscape Features
497 not included in the LOD for this Undertaking.

498
499 2. Minimization:

500
501 GSA shall take the following actions to minimize adverse effects to the
502 Contributing Landscape Features, in accordance with Stipulation I. of this MOA:

503
504 i. Temporary construction fencing and/or netting, whichever is least invasive
505 and will protect the tree root system, shall be placed along and around

- 506 significant specimens to identify, protect the specimen(s), avoid and/or
507 minimize effects to the greatest extent possible;
- 508
- 509 ii. Retain the historic width and a portion of the existing Sweetgum Lane
510 length as a pathway;
- 511
- 512 iii. Protect and retain the existing trees and setting along the existing
513 Sweetgum Lane to the extent possible;
- 514
- 515 iv. Reuse portions of Sweetgum Lane and create a new road alignment south
516 of Sweetgum Lane to minimize impacts to the existing stream channel and
517 ravine, a Contributing Landscape Feature;
- 518
- 519 v. Restoration of the existing stream channel and ravine north of Sweetgum
520 Lane in consultation with U.S. Army Corps of Engineers.
- 521

522 3. Mitigation:

523

524 GSA shall take the following actions to mitigate adverse effects to Contributing
525 Landscape Features, in accordance with Stipulation I. of this MOA:

526

- 527 i. Woodland cover with associated views shall be replanted per the LPMP,
528 where possible;
- 529
- 530 ii. Landscape features disturbed shall be replanted, wherever possible, per the
531 LPMP;
- 532
- 533 iii. In areas used temporarily for constructing staging within the LOD,
534 Contributing Landscape Features shall be restored upon completion of
535 construction.
- 536

537 C. Archaeology

538

- 539 1. Archaeological discoveries including sites, features and artifacts recovered from the
540 interiors of buildings or from surface or ground-disturbing activities prior to or during
541 construction phases shall be evaluated by a qualified historic preservation,
542 archaeologist and/or cultural resources specialist in consultation with the DCHPO,
543 and in accordance with the "Unanticipated Discoveries" Exhibit 14 of the PA.
- 544
- 545 2. Archaeological Resources Management Plan ("ARMP"): GSA has issued a Notice to
546 Proceed for the commencement and execution of an ARMP in accordance with
547 mitigation measures agreed upon with DCHPO and Section III.D.1.g of the PA. GSA
548 shall continue to consult with DCHPO on the elements associated with this plan. It is
549 anticipated that a draft of this plan for DCHPO review shall be prepared by spring
550 2010.
- 551
- 552 3. Archaeological investigations:
- 553
- 554 a. The LOD associated with this Undertaking extends into a previously identified
555 archaeological site area, designated Area N. Investigations will be conducted
556 prior to any ground disturbing activities to determine whether the archaeological

557 deposits in Area N are eligible for listing in the NRHP. If the archaeological site
558 Area N is determined eligible for listing, GSA will consult with DCHPO on
559 measures to avoid, reduce, or mitigate impacts to the site.
560

561 b. Portions of the NOC and Collocation of Component Operations Centers Phase A
562 area have been previously surveyed. The NOC and Collocation of Component
563 Operations Centers Phase A excavation area is within the LOD for this
564 Undertaking is also a sub-set of the LOD identified in the USCG MOA and has
565 been surveyed to determine whether significant remains associated with Howard
566 Hall or other archaeological resources are present. Two surveys documented in
567 *Combined Phase I Archaeological Survey, Building/Landscape, and*
568 *Archaeological Assessment Plan: St. Elizabeths Hospital-West Campus* by
569 Burrow, Tvaryanas, Liebknecht, and Sergejeff (2005) and *Phase I Archaeological*
570 *Survey of the St. Elizabeths Hospital West Campus, Washington, DC* by Kreisa,
571 McDowell, and Kermes (2008) (Exhibit 10), have concluded that no intact deposits
572 of this facility remain. Further, soil borings and topography suggest that this
573 portion of the upland plateau has been impacted by the removal of near-surface
574 deposits. The northern one-third of the NOC and Collocation of Component
575 Operations Centers Phase A area, the area northwest of the demolished
576 warehouse building, was covered by a parking lot and could not be surveyed. No
577 additional investigations are recommended within the southeastern NOC and
578 Collocation of Component Operations Centers Phase A area. GSA will have a
579 qualified archaeologist monitor the removal of the parking lot northwest of the
580 demolished warehouse building. GSA will provide DCHPO with an opportunity to
581 review and comment on the findings of the monitoring of this portion of the NOC
582 and Collocation of Component Operations Centers Phase A. If as a result of the
583 investigation an archaeological site is found that is eligible for listing in the NRHP,
584 GSA will consult with DCHPO on measures to avoid, minimize, or mitigate the
585 adverse impacts of the excavation and construction of the NOC and Collocation of
586 Component Operations Centers Phase A.
587

588 c. Portions of the LOD associated with this Undertaking, have not been investigated
589 for the presence of archaeological resources. If it is determined that ground-
590 disturbing activities will occur within the defined LOD, GSA will conduct
591 investigations to determine whether archaeological resources are present. GSA
592 will provide DCHPO with an opportunity to review and comment on the findings of
593 the investigations. If as a result of the investigation an archaeological site is found
594 that is eligible for listing in the NRHP, GSA will consult with DCHPO on measures
595 to avoid, minimize, or mitigate the adverse impacts of the adaptive reuse
596 associated with this Undertaking.
597

598 **IV. PUBLIC ACCESS**

599
600 In accordance with the PA and the USCG MOA, GSA continues to work with DHS to
601 develop a Public Access Program (“Access Program”) for St. Elizabeths that respects the
602 operational and functional needs of DHS and shares the experience, exceptional history
603 and significance of the West Campus with the general public. The Public Access
604 program is not applicable to this MOA with the exception of the construction period in
605 which GSA shall coordinate limited West Campus access through DHS Security once
606 construction has commenced for this Undertaking, in accordance with DHS’ access

607 requirements and in accordance with the screening procedures outlined in Section III of
608 the USCG MOA.

609

610 **V. UNANTICIPATED ADVERSE EFFECTS AND CASUALTY LOSS**

611

612 A. Unanticipated Adverse Effects

613

614 An unanticipated adverse effect is accidental, or previously not considered, damage or
615 destruction of a Contributing Building or Landscape Feature or archaeological resource at
616 the Site. Should any contributing features be subject to unanticipated adverse effects,
617 GSA shall immediately notify the DCHPO and ACHP. GSA shall ensure that the
618 Signatories and Consulting Parties are notified of the unanticipated adverse effect within
619 one (1) business day of its learning of such unanticipated adverse effects. GSA shall
620 enter into Consultation in accordance with the PA, Section III.C.

621

622 B. Casualty Loss

623

624 GSA shall ensure that, if there is damage to a Contributing Building or Landscape
625 Feature or archaeological resource resulting from casualty loss, GSA shall preserve,
626 repair or rehabilitate as appropriate and in accordance with the approved Master Plan, its
627 Design Guidelines, Landscape Preservation Management Plan, and the Secretary's
628 Standards, unless it is not feasible. If it is not feasible to preserve, repair or rehabilitate
629 as required, GSA shall:

630

631 1. Engage in consultation with the Signatories and the Consulting Parties, as
632 appropriate, on alternatives consistent with the Secretary's Standards;

633

634 2. Bear the cost and expense and responsibility of developing and implementing a
635 construction and/or treatment plan;

636

637 3. If the Signatories and Consulting Parties fail to respond to GSA's request for
638 comments on proposed treatment plans within thirty (30) calendar days, or within an
639 agreed upon timeframe, assume consent to the proposed treatment/alternative.

640

641 **VI. DISPUTE RESOLUTION**

642

643 A. For Signatories

644

645 1. Objection: Should any of the Signatories to this MOA object in writing to GSA
646 regarding any action proposed to be carried out with respect to the Undertaking or
647 implementation of this MOA, GSA shall consult with the objecting Party to resolve the
648 objection. If, after initiating such consultation, GSA determines that the objection
649 cannot be resolved through consultation, GSA shall forward all documentation
650 relevant to the dispute to the ACHP, including GSA's proposed response to the
651 objection. Within fourteen (14) calendar days or within an agreed upon timeframe
652 after receipt of all pertinent documentation, the ACHP shall:

653

654 a. Advise GSA that the ACHP concurs in GSA's proposed response to the objection,
655 whereupon GSA shall respond to the objection accordingly;

656

- 657 b. Provide GSA with recommendations. Such recommendations must be considered
658 by GSA, but are not binding. Once GSA takes these recommendations into
659 account and responds, GSA can proceed to make a final decision regarding the
660 dispute; or
661
662 c. Refer the dispute to ACHP membership for comment pursuant to 36 C.F.R.
663 §800.7(c), and shall notify GSA about such referral. The resulting comment must
664 be considered by GSA, but is not binding. GSA shall take into account, and
665 respond to, the resulting comment in accordance with 36 C.F.R. § 800.7(c) and
666 Section 110(l) of the NHPA, and then proceed to make a final decision regarding
667 the dispute.
668
- 669 2. Failure to Comment: Should the ACHP not exercise one of the above options within
670 fourteen (14) calendar days or within an agreed upon timeframe after receipt of all
671 pertinent documentation, GSA may proceed with its proposed response to the
672 objection.
673
- 674 3. Subject of Dispute: GSA shall take into account any ACHP recommendation or
675 comment provided in accordance with this Stipulation with reference only to the
676 subject of the dispute; GSA's responsibility to carry out all actions under this MOA
677 that are not the subject of the objection shall remain unchanged and in full force and
678 effect.
679

680 B. For Consulting Parties

- 681
- 682 1. Objection: A Consulting Party may object in writing to GSA, with copies to the other
683 Signatories and Consulting Parties regarding any action proposed to be carried out
684 with respect to the Undertaking or implementation of this MOA. GSA shall take such
685 an objection into account and may consult about it with the objecting party, other
686 Consulting Parties and Signatories as it deems appropriate. GSA shall then respond
687 to the objecting party in writing, with copies to the Signatories. If GSA subsequently
688 determines that the objection cannot be resolved through consultation, GSA shall
689 notify the objecting party, the DCHPO, and ACHP which of the following options it
690 shall exercise:
691
- 692 a. Seek the assistance of the ACHP in resolving the objection, pursuant to
693 Stipulation VI.A above; or
694
- 695 b. Provide a formal written response to the objection within thirty (30) days of notice
696 to the objecting party.
697

698 **VII. AMENDMENTS**

699

700 Modifications to this MOA shall be carried forth in accordance with consultation
701 processes and procedures outlined in Stipulation III.C.I of the PA. This MOA may be
702 amended when such an amendment is agreed to in writing by all Signatories. The
703 Signatories to this MOA recognize that some modifications may be minor and may not
704 result in adverse effects. GSA shall ensure that the extent and effect of each modification
705 is identified and the appropriate level of review agency involvement is determined. The

706 amendment shall be effective on the date a copy signed by all of the Signatories is filed
707 with the ACHP.
708

709 **VIII. TERMINATION**

- 710
- 711 A. Proposal to Terminate: If for any reason, a Signatory determines that the terms of this
712 MOA cannot be implemented or that this MOA is not being properly implemented, in
713 accordance with the NHPA, the Signatory may propose that this MOA be terminated.
714
- 715 A. Notification: The Signatory proposing to terminate this MOA shall so notify all other
716 Signatories, explaining the reasons for the proposed termination and affording them at
717 least thirty (30) calendar days or within an agreed upon timeframe to consult and seek
718 alternatives to termination.
719
- 720 B. Termination Due to Failure to Agree: If such consultation fails and the Signatories cannot
721 agree on an alternative to termination, this MOA may thereafter be terminated by the
722 Signatories. In the event of termination, GSA shall ensure that each action that would
723 otherwise be covered in this MOA is reviewed in accordance with 36 C.F.R. Part 800.
724
- 725 C. Responsibilities upon Termination: If this MOA is terminated, then the Signatories shall
726 take such actions as are necessary to comply with all requirements of 36 C.F.R. Part 800.
727

728 **IX. ADMINISTRATION OF AGREEMENT**

729

730 Cooperation: During the implementation of this MOA, and until the Signatories agree in
731 writing that the terms of this MOA have been fulfilled; each Party agrees to cooperate
732 with the other Parties to facilitate the satisfaction of their respective obligations under this
733 MOA. The Parties agree to work in good faith with the other Parties to meet their
734 respective obligations in a timely manner.
735

736 **X. EFFECTIVE DATE OF AGREEMENT**

737

738 This MOA shall become effective when executed by the last of the Signatories (“Effective
739 Date”).
740

741 **XI. DURATION OF AGREEMENT**

742

743 This MOA shall be in effect for five (5) years from the date of its execution. If its terms
744 have not been carried out within that time, or if the Undertaking is not completed, or in the
745 event that mitigation related to necessary response actions for a new or previously
746 unknown security threat must be applied, GSA shall consult with the other Signatories to
747 amend the MOA in accordance with Stipulation VII herein.
748

749 **XII. MISCELLANEOUS**

- 750
- 751 A. Monitoring: The ACHP and the DCHPO may monitor any activities carried out pursuant
752 to the MOA. GSA shall cooperate with the DCHPO and ACHP in carrying out these
753 monitoring responsibilities.
754

- 755 B. Availability of Funds: This MOA is subject to applicable laws and regulations. As to the
756 Signatories only, fulfillment of this MOA and all of the provisions herein are subject,
757 pursuant to the Anti-Deficiency Act, 31 U.S.C. § 1341 *et seq.*, to the availability of funds.
758 This MOA is not an obligation of funds in advance of an appropriation of such funds, and
759 it does not constitute authority for the expenditure of funds. If a Signatory does not have
760 sufficient funds available to fulfill the stipulations of this MOA, such Signatory shall so
761 notify the other Signatories and shall take such actions as are necessary to comply with
762 all requirements of 36 C.F.R. Part 800. Nothing in this MOA shall be deemed to
763 authorize an expenditure of funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341
764 *et seq.* GSA, DHS and ACHP shall make reasonable and good faith efforts to seek
765 funding for implementing this MOA.
766
- 767 C. Recitals: The recitals (Whereas clauses) are incorporated herein as a substantive part of
768 this MOA.
769
- 770 D. Definitions: Certain capitalized terms' definitions that are not contained in this MOA may
771 be found in the PA for the DHS Headquarters of December 9, 2008 (Exhibit 1).
772
- 773 E. Authority of Signers: Each Signatory hereto represents that the person or persons
774 executing this MOA on behalf of such Signatory has full authority to do so.
775
- 776 F. Emergency Actions: In addition to Section IX.D of the PA, the provisions of this MOA
777 shall not restrict or otherwise impede DHS from taking immediate actions deemed
778 necessary to protect life and property in order to deter, detect or otherwise respond to a
779 credible terrorist threat or attack upon the St. Elizabeths Campus. Should such action be
780 deemed necessary by DHS, any adverse impacts, should they occur, will be addressed
781 through Article V.
782

783 **XIII. COMMUNICATIONS WITH CONSULTING PARTIES**

- 784
- 785 A. GSA shall provide Consulting Parties with address and contact information for the
786 appropriate office within GSA for the receipt of any comments provided by them under
787 this MOA.
788
- 789 B. GSA shall maintain a list of Consulting Party contacts, presumably by e-mail, which shall
790 be updated by the Consulting Parties with changes should they occur.
791

792 **XIV. SIGNATURES**

793

794 Execution and implementation of this MOA by the Signatories, and implementation of its
795 terms, shall evidence that GSA has afforded the ACHP and DCHPO an opportunity to
796 comment on the Undertaking and its effects, and that GSA has taken into account the
797 effects of the Undertaking on historic properties in compliance with 36 C.F.R. Part. 800
798 and Sections 106 and 110 of the NHPA.
799

800 [signatures follow]
801

802 GENERAL SERVICES ADMINISTRATION

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By:

William B. Bush
Regional Commissioner
Public Buildings Service
National Capital Region

Date:

4/09/10

813 GENERAL SERVICES ADMINISTRATION

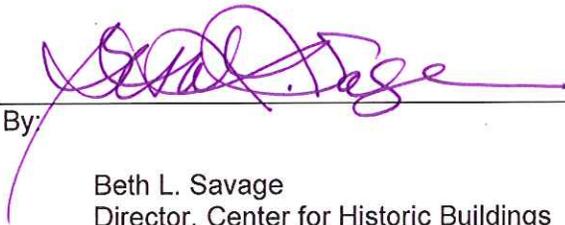
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By:



Date:

4/8/10

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820 Beth L. Savage

821 Director, Center for Historic Buildings

822 Federal Preservation Officer

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853 District Of Columbia STATE HISTORIC PRESERVATION OFFICER

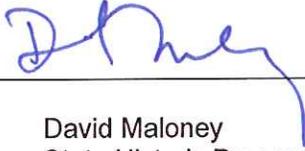
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4-12-2010

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By:

Date:

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David Maloney
State Historic Preservation Officer

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904 ADVISORY COUNCIL ON HISTORIC PRESERVATION

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907



4/13/10

908 By:

Date:

909 John M. Fowler
910 Executive Director

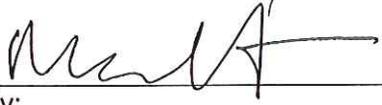
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912 NATIONAL CAPITAL PLANNING COMMISSION

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4/9/10

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By:

Date:

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Marcel C. Acosta
Executive Director

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DEPARTMENT OF HOMELAND SECURITY



9 APR 2010

By:

Donald G. Bathurst
Chief Administrative Officer

Date:

EXHIBIT LIST

- 1011
1012
1013 Available online at www.stelizabethswestcampus.com and in hard copy form from the Library
1014 and Archives at the U.S. General Services Administration, National Capital Region, Regional
1015 Office Building, 7th & D Streets SW, Room 2021, Washington DC 20407-000; Phone (202) 358-
1016 3086; Fax (202) 708-4925
1017
1018 Exhibit 1 Programmatic Agreement
1019 (Exhibit can be found on the project website at
1020 http://www.stelizabethswestcampus.com/document_center/index.php)
1021
1022 Exhibit 2 Regional Plan
1023
1024 Exhibit 3 Area of Potential Effect (APE)
1025
1026 Exhibit 4 Construction Staging Plan (inclusive of Site Area and LOD)
1027 *Exhibit is considered SBU. For permissions and access to this exhibit, in*
1028 *accordance with Exhibit 14, please contact GSA.*
1029
1030 Exhibit 5 Contributing Landscape Features
1031
1032 Exhibit 6 April 2, 2010 NCPC Final Adaptive Reuse Phase 1b Design Submission
1033 *Exhibit is considered SBU. For permissions and access to this exhibit, in*
1034 *accordance with Exhibit 14, please contact GSA.*
1035
1036 Exhibit 7 Landscape Preservation and Management Plan
1037 (Exhibit can be found on the project website at
1038 http://www.stelizabethswestcampus.com/document_center/index.php
1039 under the Historic Preservation/Section 106 Landscape Preservation and
1040 Management Plan 75% Draft Report header)
1041
1042 Exhibit 8 Historic American Landscape Survey (HALS)
1043 (Exhibit can be found on the project website at
1044 http://www.stelizabethswestcampus.com/document_center/index.php)
1045
1046 Exhibit 9 Historic Structures Reports (HSRs) and Building Preservation Plans (BPPs)
1047 (Exhibit can be found on the project website at
1048 http://www.stelizabethswestcampus.com/document_center/index.php)
1049
1050 Exhibit 10 Phase I Archaeological Survey
1051 (Exhibit can be found on the project website at
1052 http://www.stelizabethswestcampus.com/document_center/index.php)
1053
1054 Exhibit 11 October 9, 2009 Consultation Letter
1055
1056 Exhibit 12 February 16, 2010 Consultation Letter
1057
1058 Exhibit 13 Sensitive But Unclassified Guidelines and Procedures
1059
1060 Exhibit 14 Contributing Building Character Defining Features and Treatments