



**MEMORANDUM OF AGREEMENT  
AMONG THE GENERAL SERVICES ADMINISTRATION,  
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION, AND  
THE DISTRICT OF COLUMBIA STATE HISTORIC PRESERVATION OFFICE  
REGARDING THE MODERNIZATION OF THE U.S. GENERAL SERVICES  
ADMINISTRATION, NATIONAL OFFICE BUILDING**

This Memorandum of Agreement (MOA) is made as of this 19 day of ~~December~~ December 2007, by and among the United States General Services Administration (GSA), the Advisory Council on Historic Preservation (ACHP), and the District of Columbia State Historic Preservation Office (SHPO) (referred to collectively herein as the "Parties" or "Signatories" or individually as a "Party" or "Signatory") pursuant to Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470f, and its implementing regulations 36 CFR Part 800 and sections 110 and 111 of the NHPA.

**WHEREAS**, the United States General Services Administration (GSA) will carry out a comprehensive modernization of the U.S. General Services Administration, National Office Building, located at 1800 F Street, NW, Washington, DC. (Undertaking); and

**WHEREAS**, the GSA National Office Building was constructed in 1917 as the Headquarters for the U.S. Department of the Interior and occupied by GSA as their headquarters in 1949, the building is listed in the National Register of Historic Places with the period of significance extending from 1917 to 1934; and

**WHEREAS**, At this time funding for construction has not been appropriated, but once funded the Undertaking will include: restoration of significant interior public and executive spaces; exterior repairs; elevator upgrades; mechanical, plumbing, and life-safety improvements; perimeter security; changes to tenant spaces; and construction of an in-fill addition.

**WHEREAS**, GSA has defined the Undertaking's Area of Potential Effect (APE) as the building and grounds, bordered by F Street, NW to north, 18<sup>th</sup> Street, NW to the east, E Street, NW to the south and 19<sup>th</sup> Street, NW to the west as well as Rawlins Park, the north façade of the Department of the Interior building and the L'Enfant plan, as it relates to the streetscape that may be affected by the introduction of perimeter security for the building; and

**WHEREAS**, GSA has determined that the Undertaking will have an adverse effect on the National Office Building, and has consulted with the DC State Historic Preservation Office (SHPO) and the Advisory Council on Historic Preservation (ACHP) pursuant to

36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (16 USC. Section 470(f)) regarding the effects of the Undertaking on the National Office Building and the L'Enfant Plan; and

**WHEREAS**, Agreement has been reached among the Signatories on the adverse effect associated with the project . However, the National Capital Planning Commission (NCPC) has requested that GSA consider alterations to its proposed perimeter security elements. Therefore, Section II (Further Design Review and Consultation) of the Stipulations further outlines the process for design consultation on perimeter security.

**WHEREAS**, the National Park Service (NPS) was notified in accordance with 36CFR 800.10(c) of the potential adverse effects and invited to participate in the consultation, but did not respond to GSA's request; and

**WHEREAS**, the SHPO and the ACHP have agreed to be signatories to the MOA. GSA has also identified the NCPC and the Commission of Fine Arts (CFA), the Committee of 100 on the Federal City, and the D.C. Preservation League as consulting parties and consulted with them to resolve the effects; and

**WHEREAS**, in accordance with 36 CFR 800.6(a) (1), GSA has notified the ACHP of its adverse effect determination with the specified documentation and the ACHP has chosen to participate in the consultation pursuant to 36 CFR 800.6(a)(1)(iii);

**THEREFORE**; GSA, the SHPO and the ACHP agree that the Undertaking shall be implemented in accordance with the following stipulations to take into account the effect of the Undertaking on the historic property.

## **STIPULATIONS**

### **I. Preservation Program**

The building's restoration will be consistent with the Secretary of Interior's Standards as further described by the attached Preservation Summary Report.(Exhibit 1). The report details the design approach and treatment of spaces as highlighted in Stipulations I-A and I-B of this document.

#### **A. Interior Spaces and Finishes**

1. The entrance lobby on F Street and all three elevator lobbies at the first floor will be maintained in their original configuration and materials treatment. Lobby stone will be cleaned, floor joints will be repointed.
2. The north main entrance revolving door, not original to the building, will be removed and the original style of door will be reinstated. Recreating a series of doors and partitions based on the original design documents likewise will reinstate the three north vestibules. Illustrated in Exhibit 1, **Appendix H**.

3. The Secretary's Office Suite on the sixth floor and the original corridors on the sixth floor will be maintained and restored. Illustrated in Exhibit 1, **Appendix F**.
4. The corridors on the other floors, where preserved, will be restored to their original configuration by removing the arched ceilings that currently conceal the A/C ducts. The terrazzo floor in these corridors will be restored.
5. Historic corridor walls in the head-house, as well as portions of the corridor walls on other wings will be retained. The walls to be retained are indicated on the attached Exhibit 1, **Appendix B - G**. The southern portions of the remaining corridors will be removed. GSA understands that removal of these corridors does not establish a precedent for future projects at this or other historic properties and that exception to the Secretary of Interior's Standards is discouraged.
6. The existing library lobby will have the upper clerestory windows retained and the library stacks will be removed. Non-original doors to the north corridor will be replaced with historically compatible doors. This structure will be used as a child care center.
7. The auditorium will receive only a minimum of renovation, although the seating and carpet are non-original. Damaged plaster in the auditorium will be repaired. Non-original doors at the north corridor entrance will be replaced with historically compatible doors.
8. A new south entry lobby will be constructed to create better flow and egress for the new in-fill construction and associated population and expanded cafeteria that will be located adjacent to the new entry lobby. The new entrance is delineated in the attached Exhibit 1, **Appendix J**.
9. Two fire stairs will be reconfigured to allow egress from the east and west wings directly to 18<sup>th</sup> and 19<sup>th</sup> Streets. This will obviate the need to modify the main lobbies. Details of these exits are shown on the attached Exhibit 1, **Appendix K**.
10. The elevator core locations will remain as original with the exception of the elevator core at the south end of the central corridor, which will be relocated and contain two additional elevators as well as a freight elevator. Illustrated in Exhibit 1, **Appendix B-G**.

#### B. Exterior Alterations and Enhancements

1. Stone masonry will be cleaned and repaired consistent with the Secretary of the Interior's Standards;
2. Existing wood windows will be restored and new interior blast resistant storm windows will be installed on the street sides of the building.
3. Windows at the 7<sup>TH</sup> floor, which are non-contributing, will be replaced. These windows have deteriorated beyond repair.
4. A redesigned E Street entrance will be installed. The design is illustrated in Exhibit 1, **Appendix J**.
5. The press room and the cooling tower structures in the courtyards will be removed. The stone veneer and wood windows from these two structures will

be reused to the maximum extent possible to close the building façade where the press room was attached. Some windows may be new, but the cast iron trim will be retained. Illustrated in Exhibit 1, **Appendix A**.

6. The modernization will include an infill of new floor space in the east and west courtyards. These additions will be set back from the south facade to allow the three original hyphenated tail-house structures to read as the original design intended. The two building in-fills will have a glass and aluminum curtain wall facade with a fritted glass sun screen. These additions will be distinct from the original fabric of the building. Exhibit 1, **Appendix I**.
7. The rooftop mechanical equipment will be screened and positioned where it will be the least visible from the public way in order to minimize visual impacts.
8. Site security will be obtained through the use of a variety of structural elements located at the line of the sidewalk and planting beds. The design is subject to additional review as outlined in stipulation II - B. The design is illustrated in Exhibit 1, **Appendix K - L**.
9. An outside play deck for the childcare area will be provided through the addition of a lightweight deck and bridge from the library structure to the west wing at the first floor level. This will satisfy the requirement for egress and operating code for the childcare center. Illustrated in Exhibit 1, **Appendix C-D**.
10. Non-original structures in the east courtyard will be removed to reveal the original walls.
11. Where the infill construction ties into the existing building the original limestone façade will be retained to distinguish between the new and historic spaces.

## **II. Further Design Review and Consultation**

- A. **Finishes:** Once construction begins, GSA will submit samples of the interior and exterior finish materials to the SHPO for review (CFA will also be included in the review of all exterior materials). These materials include limestone and marble for exterior patching, light fixtures and other finish elements that will be incorporated in the restoration work and are detailed in the preservation program report.
- B. **Egress stairs:** The design for the hand and center guard rails for the egress stairs will be reviewed with the SHPO prior to construction to minimize the adverse effect of life safety code required alterations. The adverse effect is noted in Exhibit 1, Section 2-B, Preservation Design Issues and Prospective Solutions.
- C. The design for perimeter security is included in the Preservation Summary Report and it should be noted that GSA used the Interagency Security Committee (ISC) guidelines and the GSA Decision Support Tool (DST) for the ISC criteria to determine the appropriate level of security for the 1800 F Street Building. GSA has been asked by NCPD to consider a wider spacing interval between bollards,



incorporating a 6-inch structural bollard and a lower bollard height of 30 inches. GSA has incorporated the NCPD recommendations for spacing and sizing; however, the viability of the NCPD recommendations will ultimately be based on subsequent soil tests to determine if the design will meet the ISC blast design criteria, which will be performed once construction has been funded.

- D. Consultation: GSA will submit design documents to address open issues on finishes, egress stairs and perimeter security and shall afford SHPO, ACHP and the consulting parties 30 days to review and comment on the revised designs. GSA will consult with the Signatories and consulting parties, as necessary during or after the 30-day comment period to resolve any adverse effects and respond to any comments or questions.

### **III. Dispute Resolution**

- A. Objections: Should any party to this MOA object to any action carried out or proposed by GSA with respect to the implementation of this MOA, GSA shall consult with the objecting party to resolve the objection.
  - 1. If, after initiating such consultation, GSA determines that the objection cannot be resolved through consultation, GSA shall forward all documentation including without limit, documentation of GSA's responses to the objections, as submitted by the Party or Parties relevant to the objection, to the ACHP, in accordance with 36 CFR 800.2(b)(2). Within 30 days after receipt of all adequate documentation, the ACHP shall exercise one of the following options:
    - a. Upon receipt of documentation from GSA, the ACHP shall review and advise GSA on the resolution of the objection. Any comment provided by the ACHP, and all comments from the parties to the MOA, will be taken into account by GSA in accordance with 36 CFR 800.7(c)(4), in reaching a final decision regarding the dispute.
    - b. If the ACHP does not provide written comments to GSA regarding the dispute within 30 days after receipt of adequate documentation, GSA may render a decision regarding the dispute. In reaching its decision, GSA will take into account all comments regarding the dispute from the parties to the MOA.
  - 2. GSA's responsibility to carry out all other actions subject to the terms of this MOA that are not subject to the dispute, remain unchanged. GSA will notify all Parties of its decision in writing before implementing that portion of the Undertaking subject to dispute under this stipulation. GSA's decision will be final.

#### **IV. Amendments**

If any signatory to this MOA, including any invited signatory, determines that its terms will not or cannot be carried out or that an amendment to its terms must be made, that party shall immediately consult with the other parties to develop an amendment to the MOA pursuant to 36 CFR Part 800(c)(8). The amendment will be effective on the date a copy signed by all of the original signatories is filed with the ACHP. If the signatories cannot agree to appropriate terms to amend the MOA, any signatory may terminate the agreement in accordance with Stipulation V.

#### **V. Termination**

If the MOA is not amended following the consultation set out in Stipulation IV, any signatory may terminate it. Within 30 days following termination, GSA shall notify the signatories if it will initiate consultation to execute a new MOA with the signatories under 36 CFR Part 800.6(c) (7) and 800.6(c) (8), or request the comments of the ACHP under 36 CFR Part 800.7(a), and proceed accordingly.

#### **VI. Execution**

GSA will carry out its commitments as outlined in the MOA; however this MOA is subject to applicable laws and regulations. As to the Signatories only, fulfillment of this MOA is subject, pursuant to the Anti-Deficiency Act, 31 U.S.C. 1341 et seq., to the availability of funds. This MOA is not an obligation of funds in advance of an appropriation of such funds, and it does not constitute authority for the expenditure of funds. If a Signatory does not have sufficient funds available to fulfill the stipulations of this MOA, such Signatory shall so notify the other Signatories and shall take such actions as are necessary to comply with all requirements of 36 CFR Part 800. Nothing in this MOA shall be deemed to authorize an expenditure of funds in violation of the Anti-Deficiency Act, U.S.C. 1341 et seq.

#### **VII. Duration**

This MOA will be null and void if its terms are not carried out within 10 years from the date of its execution. Prior to such time, GSA may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation IV.


#### **VIII. Monitoring and Reporting**


Following the execution of this MOA until it expires or is terminated, GSA shall periodically provide all the signatories to this MOA a summary report detailing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in GSA's efforts to carry out the terms of this MOA.

**IX. Signatures**

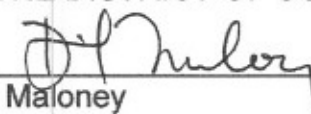
Execution and implementation of this MOA by the Signatories and implementation of its terms, evidence that GSA has afforded SHPO and ACHP an opportunity to comment on the Undertaking, and that GSA has considered the effects of its action on historic properties and fully complies with 36 CFR Part 800, and Sections 110 and 111 of the NHPA.

FOR THE U.S. GENERAL SERVICES ADMINISTRATION

By:  11/26/07  
Bart Bush  
Assistant Regional Administrator  
Public Buildings Service  
National Capital Region  
Date

By:  11/28/07  
Rolando Rivas-Camp, FAIA  
Federal Preservation Officer  
Office of Chief Architect  
Public Buildings Service  
National Office  
Date

FOR THE DISTRICT OF COLUMBIA STATE HISTORIC PRESERVATION OFFICER

By:  12/10/2007  
David Maloney  
State Historic Preservation Officer  
Date

FOR THE ADVISORY COUNCIL ON HISTORIC PRESERVATION

By:  12/19/07  
John M. Fowler  
Executive Director  
Date