

**PROGRAMMATIC AGREEMENT  
AMONG THE  
FEDERAL RAILROAD ADMINISTRATION,  
DISTRICT OF COLUMBIA STATE HISTORIC PRESERVATION OFFICER,  
NATIONAL CAPITAL PLANNING COMMISSION,  
FEDERAL TRANSIT ADMINISTRATION,  
UNION STATION REDEVELOPMENT CORPORATION,  
NATIONAL RAILROAD PASSENGER CORPORATION,  
AND THE  
ADVISORY COUNCIL ON HISTORIC PRESERVATION  
REGARDING THE  
WASHINGTON UNION STATION EXPANSION PROJECT  
WASHINGTON, DC**

**WHEREAS**, the Union Station Redevelopment Corporation (USRC), a non-profit established as a result of the Union Station Redevelopment Act of 1981 (*Public Law No: 97-125*) is proposing the Washington Union Station (WUS) Expansion Project (the Project) in the District of Columbia (DC), in coordination with the National Railroad Passenger Corporation (Amtrak), to expand and modernize the station's multimodal transportation facilities to meet current and future transportation needs while preserving the historic station building; and

**WHEREAS**, the Project consists of reconstructing and realigning the tracks and platforms; constructing a new train hall, new concourses, and a bus facility; enhancing accessibility; improving multimodal transportation services and connectivity; and improving and expanding infrastructure and other supporting facilities, including below-ground parking and dedicated pick-up and drop-off areas; and

**WHEREAS**, the purpose of the Project is to support current and future long-term growth in rail service and operational needs; achieve compliance with the Americans with Disabilities Act of 1990 (ADA) and emergency egress requirements; facilitate intermodal travel; provide a positive customer experience; enhance integration with the adjacent neighborhoods, businesses, and planned land uses; sustain WUS's economic viability; and support continued preservation, and use of the historic station building; and

**WHEREAS**, the Federal government, acting through the Federal Railroad Administration (FRA), is the fee owner of Lots 171 and 172 in Square 720 (known for Assessment and Taxation Purposes as Lots 171 and 827 in Square 720), including the WUS building, the WUS parking garage and underlying real property; and

**WHEREAS**, Amtrak and the Washington Terminal Company (a DC corporation in which Amtrak owns more than 99.9% of issued and outstanding stock) maintains administrative jurisdiction over the rail terminal rights, extending from the WUS building to Florida Avenue, NW; and

**WHEREAS**, the Project, particularly the construction of the new train hall and bus facility, requires the acquisition of approximately 3 acres of privately owned air rights that are subject to a historic preservation deed covenant that, by its terms, runs with the land and binds future owners of the air rights to comply with the *Secretary of the Interior's Standards*, subject to the prior written approval of the DC State Historic Preservation Officer (SHPO); and

**WHEREAS**, the Project constitutes an "Undertaking" pursuant to Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108) (NHPA), as amended, and its implementing regulations at

36 Code of Federal Regulations [C.F.R.] part 800 (hereinafter collectively referred to as Section 106) because FRA, the U.S. Department of Transportation, or another Federal agency may issue approvals; provide funding; and be involved with the transfer, lease, or disposal of Federally owned air rights if the Project occurs; and

**WHEREAS**, FRA is the lead Federal agency responsible for compliance with Section 106 for the Project; and

**WHEREAS**, the Project requires review under the National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 *et seq.*), and FRA is the lead Federal agency preparing an Environmental Impact Statement (EIS). FRA has coordinated Section 106 compliance with the NEPA process pursuant to 36 C.F.R. § 800.8; and

**WHEREAS**, pursuant to 36 C.F.R. § 800.3(c)(3), FRA initiated consultation for the Project with the SHPO in a letter dated November 23, 2015 (Attachment 1 – Section 106 Correspondence Record); and

**WHEREAS**, FRA coordinated with the SHPO to identify organizations and agencies with a demonstrated interest in the Project, and in a letter dated March 1, 2016, FRA invited them to participate as Consulting Parties in the Section 106 process (Attachment 1– Section 106 Correspondence Record), and 28 organizations and agencies elected to participate as Consulting Parties (Attachment 2 – List of Consulting Parties); and

**WHEREAS**, pursuant to 36 C.F.R. § 800(3)(f)(2), in a letter dated April 5, 2023 (Attachment 1– Section 106 Correspondence Record), FRA invited Federally recognized Indian tribes: Pamunkey Indian Tribe and the Cherokee Nation (herein collectively referred to as Tribes) to participate in the Section 106 process; and

**WHEREAS**, the Pamunkey Indian Tribe did not respond, and the Cherokee Nation, in a letter dated May 12, 2023, stated there are no known Cherokee resources within the Area of Potential Effects (APE) (Attachment 3 – APE); and

**WHEREAS**, pursuant to 36 C.F.R. § 800.4 and 800.16(d), and in consultation with SHPO and Consulting Parties, FRA defined the Project's APE and identified 49 historic properties and six culturally significant viewsheds in the APE during a Consulting Parties meeting on September 7, 2017, and SHPO concurred with the APE and identification of historic properties in a letter dated September 29, 2017 (Attachment 1– Section 106 Correspondence Record); and due to the passage of time, FRA re-confirmed the architectural historic properties identified in the APE during a Consulting Parties meeting on July 17, 2022 (Attachment 3 – APE); and

**WHEREAS**, pursuant to 36 C.F.R. § 800.6(a) and in consultation with SHPO and Consulting Parties, FRA considered avoidance and minimization measures during concept development, screening, and the development and selection of Alternative F as the Preferred Alternative (Attachment 4 - Illustration of the Preferred Alternative) for implementing the Project (as described in the 2023 Supplemental Draft EIS (SDEIS), Chapter 3, Section 3.3. *Description of Alternative F*), and FRA documented these measures in the 2023 Supplemental Assessment of Effects Report (SAOE) (Attachment 5 - SAOE Report) and the 2023 SDEIS; and

**WHEREAS**, Preferred Alternative F includes Programmatic Features of an east-west oriented train hall, integrated bus facility, below-ground parking, and skylights and headhouse set within a central civic space. The central civic space is not a part of the Project and is to be developed by the owner of the private air rights; and

**WHEREAS**, Preferred Alternative F includes a related Programmatic Feature of potential Federal air-rights development that would be made available due to the relocation of station parking; and

**WHEREAS**, pursuant to 36 C.F.R § 800.5 and in consultation with SHPO and Consulting Parties, FRA determined in a letter dated March 10, 2023 that the Preferred Alternative F (herein afterward used interchangeably with the word “Project”) shall have adverse effects on historic properties as it would alter characteristics of WUS, the WUS Historic Site, and the Railway Express Agency (REA) Building and has the potential to alter characteristics of the City Post Office (Postal Museum) that qualify them for inclusion in the National Register of Historic Places (NRHP) in a manner that would diminish their integrity (Attachment 1); and

**WHEREAS**, on November 8, 1964, the Joint Committee on Landmarks of the District of Columbia, established by the U.S. Commission of Fine Arts (CFA) and National Capital Planning Commission (NCPC), designated WUS, built from 1903 to 1908, a Category I Landmark “of great importance which contributes significantly to the cultural heritage of both the Nation and the District of Columbia and which must be preserved”; and

**WHEREAS**, WUS was listed in the NRHP on March 24, 1969 as a property of national significance, meeting NRHP criteria A and C; described as follows: “One of the first great union terminals, this imperial station with its vast interior spaces, was the cornerstone of the McMillan Commission’s efforts to revive L’Enfant’s original plan of the city”; and

**WHEREAS**, Columbus Plaza and the Columbus Memorial Fountain were added to the station listing on April 9, 1980, which was further amended on October 12, 2006 with additional documentation on the design and contributing features of Columbus Plaza; and

**WHEREAS**, an amendment to the WUS listing in the DC Inventory of Historic Sites (DC Inventory) submitted by the DC Preservation League and Committee of 100 on the Federal City and filed on September 24, 2012, proposing to include more detailed descriptions of interior spaces and expand the boundaries of the designated property northward to L Street NE, is pending with the DC Historic Preservation Review Board (HPRB); and

**WHEREAS**, WUS is significant in the formulation and implementation of the 1901-1902 Senate Park Commission Plan for Washington (McMillan Plan), the blueprint for the development of monumental Washington, DC following City Beautiful design ideals during the first half of the 20th century; and

**WHEREAS**, WUS is also significant for its association with American architect Daniel Burnham, who profoundly influenced American civic architecture and the character of Washington, DC as a primary author of the McMillan Plan and as the first chairman of the CFA, established to ensure implementation of that plan; and

**WHEREAS**, in 2019, FRA prepared a DC Determination of Eligibility (DOE) Form for the WUS Historic Site, expanding the WUS historic property boundary to include the station building, Columbus Plaza, First Street Tunnel, REA Building, and the WUS rail terminal (also called the Terminal Rail Yard), which extends to Florida Ave NE (Attachment 6 – WUS Historic Site DOE Form); and

**WHEREAS**, the REA Building, completed in 1908 to the design of Daniel Burnham and Company in conjunction with the development of WUS and a contributing resource to the NRHP- and DC Inventory-eligible WUS Historic Site, is also the subject of an application submitted by the DC Preservation League and filed with the HPRB on October 20, 2015, for designation as a historic landmark in the DC Inventory; and

**WHEREAS**, the City Post Office, now the Smithsonian National Postal Museum, designed by Graham, Burnham and Company and completed in 1914, is an excellent example of Beaux Arts architecture, is associated with the development of WUS, was listed in the DC Inventory as a Category III Landmark on November 8, 1964, and was determined eligible for the NRHP in 1983; and

**WHEREAS**, past archaeological studies were performed in areas where ground-disturbing activities related to the Project shall occur, and FRA determined that the Project has the potential to affect pre-contact and post-contact archaeological resources, requiring further consultation pursuant to 36 C.F.R § 800.14(b)(1)(ii) that would address the identification and evaluation of such resources; and

**WHEREAS**, the Project would minimize some adverse effects on WUS by removing the existing parking garage and the non-historic Claytor concourse, constructed in 1988, to allow for the construction of below-ground parking and vehicular pick-up/drop-off, a new train hall, and other Project elements; and

**WHEREAS**, the visual prominence and vehicular access components of the Project, as represented in the Preferred Alternative, would cause adverse effects on WUS and WUS Historic Site, and it is expected that the Preferred Alternative shall undergo further refinement that could further avoid or minimize those and other adverse effects; and

**WHEREAS**, FRA determined that changing levels of traffic throughout the APE would not cause adverse effects on historic properties because Preferred Alternative F includes measures to minimize increased traffic volumes at intersections with unacceptable levels of service, to monitor traffic congestion, and coordinate with the District Department of Transportation (DDOT), which has jurisdiction over road rights-of-way in the District (See Stipulation VI.A.10); and

**WHEREAS**, FRA, along with the SHPO, determined that it is appropriate to enter into this Programmatic Agreement (PA) to resolve adverse effects pursuant to 36 C.F.R § 800.14(b)(3), which shall govern the implementation of the Project and satisfy FRA's obligation to comply with Section 106; and

**WHEREAS**, pursuant to 36 C.F.R. § 800.6(a)(1), FRA notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination and intention to enter into a PA on March 10, 2023, and the ACHP, in a letter dated March 22, 2023, elected to participate in the consultation pursuant to 36 C.F.R. § 800.6(a)(1)(iii) (Attachment 1); and

**WHEREAS**, the NCPC has review and approval authority over Federal projects located within DC, pursuant to the National Capital Planning Act of 1952, 40 U.S.C. § 8722(b)(1) and (d), and elected to fulfill its Section 106 responsibilities by participating in this consultation and requested to be a signatory to the PA in a letter dated May 9, 2019 (Attachment 1); and

**WHEREAS**, the Federal Transit Administration (FTA) may provide funding to execute the Project in the future, and in a letter dated July 6, 2023, FTA requested to be a signatory to the PA (Attachment 1–Section 106 Correspondence Record); and

**WHEREAS**, USRC is the Project Sponsor who shall be responsible for implementing the Project through final design and construction, including implementation of the mitigation stipulations in this PA, and is a signatory to this PA; and

**WHEREAS**, Amtrak operates certain assets involved in the Project, maintains administrative jurisdiction over those assets, and has certain roles and responsibilities in the implementation of this PA, as detailed further in the stipulations of this PA; and is a signatory to this PA; and

**WHEREAS**, the FRA invited the CFA to be an invited signatory to this PA. CFA declined to sign the PA, but has a statutory obligation (40 USC § 8104) to regulate height, exterior design, and construction of private and semiprivate buildings in certain areas of the National Capital within which the Project falls. CFA has design review authority over new structures erected in the District of Columbia under the direction of the Federal government and is required to comply with 45 CFR § 2101.1(a); and

**WHEREAS**, as documented in the SAOE, FRA undertook a reasonable and good faith effort to seek and consider the views of Consulting Parties and the public in identifying and assessing effects on historic properties within the APE; and

**WHEREAS**, FRA made the draft PA available to the Consulting Parties and the public for review and comment, pursuant to 36 C.F.R. § 800.6, and FRA considered comments received prior to executing this PA; and

**NOW, THEREFORE**, FRA, SHPO, ACHP, NCPC, FTA, USRC, and Amtrak (collectively referred to as the Signatories) agree that the Project shall be implemented in accordance with the following stipulations in order to take into account the effect of the Undertaking on historic properties.

## **STIPULATIONS**

FRA, in coordination with the Project Sponsor, shall ensure the following measures are carried out:

### **I. APPLICABILITY**

- A. This PA applies to FRA's Undertaking and only binds FRA if the agency provides funding; issues approvals; or is involved with the transfer, lease, disposal, or any other action that meets the definition of Undertaking in 36 CFR § 800.16(y).
- B. This PA would apply to any NCPC and FTA Undertaking and only binds those agencies if they have an Undertaking as defined in 36 CFR § 800.16(y) related to the Project; and
- C. In the event that another Federal agency has an Undertaking associated with the Project and the Project otherwise remains unchanged, such Federal agency may designate FRA as the lead Federal agency pursuant to 36 CFR § 800.2(a)(2) and become an Invited Signatory to this PA as a means of satisfying its Section 106 compliance responsibilities, as outlined in Stipulation IX (Adoptability). Federal agencies that do not designate FRA as the lead Federal agency remain individually responsible for their compliance with Section 106.

### **II. TIMEFRAMES, REVIEW PROCEDURES, AND COMMUNICATIONS**

The timeframes, review procedures, and communication protocols described in this stipulation apply to all stipulations in this PA, unless otherwise specified.

- A. All time designations are in calendar days. If a review period ends on a Saturday, Sunday, or Federal holiday, the review period shall be extended until the next business day.
- B. All official notices, comments, requests for further information, documentation, and other communications shall be sent in writing by e-mail or other electronic means.
- C. All review periods are 30 days unless otherwise stated, starting on the day the documents are provided for review. During the 30-day review period, Signatories may request (in writing)

additional information necessary to complete the relevant review and/or an extension of the review period. During the 30-day review period, Signatories may request (in writing) and shall be granted a meeting. The details of the meeting and/or duration of the extension shall be decided by FRA and the Project Sponsor.

- D. The entity responsible for preparing documentation (as specified in Stipulations VI-X of this PA) shall ensure that all written comments received from the Signatories (and Consulting Parties as specified in Stipulation VI of this PA) within the 30-day review period are considered and incorporated as appropriate and shall consult with Signatories as appropriate.
- E. If a Signatory (and Consulting Parties as specified in Stipulation VI of this PA) does not submit written comments to the entity responsible for preparing documentation within the comment period, it shall be assumed the non-responding Signatory or Consulting Party has no comments on the submittal.
- F. If the entity responsible for preparing documentation receives an objection or request for extensive revisions to a document, they shall work expeditiously with the other Signatories (and Consulting Parties as specified in Stipulation VI of this PA) to resolve the issue. If no agreement can be reached within 30 days or within an extended review period agreed upon per Stipulation II.C, FRA may proceed with Stipulation XIII (Dispute Resolution).
- G. If no Signatory (or Consulting Parties as specified in Stipulation VI of this PA) provides written comments within the comment period, the entity responsible for preparing documentation may proceed to the next step of the process and/or finalize the document. The portion of the Project subject to the documentation may proceed without taking additional steps to seek comment from the Signatories.
- H. If the entity responsible for preparing documentation receives substantive (non-editorial) comments and incorporates them into the documentation, they shall provide a track-changes copy of the documentation to the Signatories (and Consulting Parties as specified in Stipulation VI of this PA) for back-check review. Reviewers shall provide their comments on only the revised text within 30 days. Signatories may request in writing a meeting and/or an extension of the review period to be agreed upon by FRA and the Project Sponsor. Should additional comments be received on revised text, the agreed-upon review process time period shall repeat until the entity responsible for preparing documentation, in coordination with FRA, determines that the additional review is unnecessary because comments are not substantive. Should a Signatory object, FRA may proceed with Stipulation XIII (Dispute Resolution). Should no additional comments be received within the agreed-upon timeframe, the entity responsible for preparing documentation shall move forward per Stipulation II.E.
- I. In exigent circumstances determined in a case-by-case basis (e.g., in post-review discovery situations, safety issues, or significant concerns over construction suspensions or delays), all Signatories (and Consulting Parties as specified in Stipulation VI of this PA) agree to expedite their respective document review within seven (7) days.

### **III. ROLES AND RESPONSIBILITIES**

#### **A. FRA**

1. Pursuant to 36 CFR § 800.2(a)(2), FRA has the primary responsibility to ensure the provisions of this PA are carried out. FRA remains legally responsible for all findings and determinations, including determinations of NRHP eligibility, assessment of effects of the Project on historic properties, and resolution of adverse effects, as well as resolution of objections or disputes.
2. FRA is responsible for enforcing the applicable provisions of the Archaeological Resources Protection Act of 1979 (16 U.S.C. 470aa et seq.) (ARPA), including but not limited to the timely issuance of permits for archaeological investigations and investigation of any damages resulting from prohibited activities within their jurisdictional areas.

#### **B. SHPO**

SHPO shall review Project submittals according to the timeframes defined within this PA and participate in consultation, as requested by FRA.

#### **C. NCPC**

NCPC shall review Project submittals according to the timeframes defined within this PA and participate in consultation, as requested by FRA. These reviews do not supersede the statutory or regulatory obligations this body has outside of Section 106, and the Commission shall review the project components as required outside the provisions of this PA.

#### **D. FTA**

FTA shall review Project submittals according to the timeframes defined within this PA and participate in consultation, as requested by FRA.

#### **E. ACHP**

ACHP shall review Project submittals according to the timeframes defined within this PA and participate in consultation, as requested by FRA.

#### **F. PROJECT SPONSOR**

1. USRC is the Project Sponsor and shall be responsible for implementing the Project in accordance with this PA through final design and construction, including implementation of the stipulations in this PA as specified herein.
2. Pursuant to 36 CFR § 800.2(c)(4), upon execution of this PA, FRA authorizes the Project Sponsor to conduct investigations and produce analyses, documentation, and recommendations in a timely manner to address effects on historic properties and the effects of the Project on them pursuant to the terms of the PA.
3. The Project Sponsor is responsible for continued compliance with all commitments outlined in this PA and shall comply with applicable conditions of the PA until such time as the terms of this PA are complete or this PA is terminated or expires. The Project Sponsor may engage

consultants to assist in carrying out the PA commitments, but the Project Sponsor ultimately remains responsible for compliance.

4. The Project Sponsor is responsible for implementing and completing measures to resolve adverse effects pursuant to this PA. The Project Sponsor shall consider these measures to be successfully completed upon the completion of procedures described in Stipulation XVI.
5. The Project Sponsor is responsible for obtaining ARPA permits for any archaeological investigations and for complying with the Native American Graves Protection and Repatriation Act of 1990 (NAGPRA) on Federally owned or administered lands.

#### G. AMTRAK

Amtrak shall review Project submittals according to the timeframes defined within this PA and participate in consultation, as requested by FRA.

#### H. CONSULTING PARTIES

1. Pursuant to 36 CFR § 800.6(c)(3), Consulting Parties are invited to concur with this PA. The refusal of any party invited to concur does not invalidate the PA.
2. Consulting Parties shall review Project submittals according to the timeframes defined within this PA and participate in consultation, as requested, according to each stipulation in this PA. Consulting Parties who choose not to sign this PA as a Concurring Party shall continue to receive and have an opportunity to review and comment upon documents as specified in some stipulations of this PA.

### IV. PROFESSIONAL QUALIFICATIONS STANDARDS

The Project Sponsor shall ensure that all actions prescribed by this PA are carried out by, or under the direct supervision of, qualified professional(s) who meet the appropriate standards in the applicable disciplines as outlined in the *Secretary of the Interior's Professional Qualifications Standards* (48 Fed. Reg. 44716, 44738 (Sept. 29, 1983) or subsequent adopted modifications of the *Standards* at the time of the action. The qualified professionals may be staff employed by the Project Sponsor or be contractors or subcontractors under the direct or indirect supervision of the Project Sponsor.

### V. DOCUMENTATION STANDARDS

All studies, reports, plans, and other documentation prepared pursuant to this PA shall be consistent with pertinent standards and guidelines outlined in the *Archaeology and Historic Preservation: Secretary of the Interior's Standards and Guidelines* (48 Fed. Reg. 44716, Sept. 29, 1983) and the *Guidelines for Archaeological Investigations in the District of Columbia* (issued by the District of Columbia Office of Planning Historic Preservation Office and the District of Columbia Historic Preservation Review Board, 1998). In addition, documentation shall also follow applicable guidance issued by the Secretary of the Interior, ACHP, and any applicable SHPO standards/required formats or subsequent revisions or replacements to these documents.



## VI. TREATMENT MEASURES

FRA and the Project Sponsor shall ensure the following measures to avoid, minimize, and/or mitigate adverse effects on historic properties are carried out:

### A. ARCHITECTURAL HISTORIC PROPERTIES

#### 1. Historic Preservation Covenant

- a. To the extent authorized by law, prior to any transfer of air-rights property out of Federal ownership, FRA shall include a historic preservation covenant in the transfer instrument to be recorded in the real estate records of the District of Columbia.
- b. The covenant shall state that the SHPO shall have prior review and written approval of the location, massing, building orientation, design, and materials of any new construction within the air-rights property to ensure it comports with the recommended approaches set forth in the *Secretary of the Interior's Standards for the Treatment of Historic Properties*. SHPO approval shall not be unreasonably withheld, conditioned, or denied.
- c. If FRA does not develop a preservation covenant under Stipulation VI.A.1.a. and Stipulation VI.A.1.b, FRA shall continue to consult with the Signatories and Consulting Parties to resolve adverse effects from the transfer of the air-rights property out of Federal ownership.

#### 2. Design and Planning Guidelines

The Project Sponsor, in consultation with the Signatories, shall develop and comply with one set of Design and Planning Guidelines that shall be tailored to and guide the future design and review of the Project and the future design and review of the potential development within the Federally owned air rights. The Project Sponsor shall invite any owner of air-rights property above the WUS rail terminal to coordinate and review the Design and Planning Guidelines, but air-rights owner approval is not required for finalization and implementation.

- a. Design and Planning Guidelines for the Project (Preferred Alternative F):
  - i. Design and Planning Guidelines shall require adherence to the *Secretary of the Interior's Standards for the Treatment of Historic Properties*. Design Guidelines shall address, but not be limited to topics relating to location, massing, volume, set-back, architectural expression, civic character, materials, architectural features, landscape features, exterior signage, and exterior lighting.
  - ii. Design and Planning Guidelines shall conform with Preferred Alternative F's Programmatic Features, describe the Project components to which they apply, and explain their purpose, which is to ensure the avoidance, minimization, and/or mitigation of adverse effects on historic properties, especially WUS, the WUS Historic Site, and REA Building, including views to WUS from L'Enfant streets and other views and vistas identified as significant and analyzed in the 2023 SAOE and SDEIS.
  - iii. The Guidelines shall also identify and describe design goals, which may include comprehensive urban planning, historic preservation, new development design, and pedestrian and vehicular circulation systems. The Guidelines shall state that the Project must maintain a uniformly high standard of architecture, representative of contemporary design and planning

- concepts, with great care and sensitivity to the massing, façade design, materials, composition, and detailing of the Project.
    - iv. The Project Sponsor shall provide the draft Design and Planning Guidelines to the Signatories for review, per Stipulation II, and shall convene a meeting with these entities during the review period.
    - v. The Project Sponsor shall convene a separate informational meeting with all Consulting Parties and any owner of air-rights property above WUS rail terminal to share the Guidelines and allow the Consulting Parties and owner of air-rights property above the WUS rail terminal to provide comments. The Project Sponsor, in consultation with the Signatories, shall consider the Consulting Party and air-rights property owner's comments as they finalize the guidelines.
    - vi. The Project Sponsor shall finalize the guidelines prior to the completion of 30% design documents per Stipulation II.
- b. Design and Planning Guidelines for the Federal Air Rights Depicted in Preferred Alternative F:
  - i. Design and Planning Guidelines for Federal Air Rights shall guide the future design and review of development within the Federally owned air rights and ensure it does not undermine the civic character of the Project. They shall address, but not be limited to, topics relating to minimum development parcel, massing, volume, set-back, architectural expression, materials, architectural features, landscape features, exterior signage, exterior lighting, circulation, the pedestrian and vehicular environment.
  - ii. Design and Planning Guidelines shall describe the parcels to which they apply and explain their purpose, which is to ensure the avoidance, minimization, and/or mitigation of adverse effects on historic properties, especially WUS, the WUS Historic Site, and REA Building, including views to WUS from L'Enfant street views and vistas and other views that have been identified as significant and analyzed in the 2023 SAOE and SDEIS. The Guidelines shall also identify and describe design goals, which may include comprehensive urban and civic space planning, historic preservation, new development design, and pedestrian and vehicular circulation systems. The Guidelines shall set forth that future development must maintain a uniformly high standard of architecture, meet minimum development requirements, and be representative of contemporary design and planning concepts with great care and sensitivity to massing, façade design, materials, composition, and detailing.
  - iii. The Project Sponsor shall provide the draft Design and Planning Guidelines to the Signatories for review per Stipulation II and shall convene a meeting with these entities during the review period.
  - iv. The Project Sponsor shall convene a separate informational meeting with the Signatories, Consulting Parties, and any owner of air-rights property above the WUS rail terminal to share the Guidelines and allow the Consulting Parties and owner of air-rights property above the WUS rail terminal to provide comments at the meeting. The Project Sponsor, in consultation with

- the Signatories, shall consider Consulting Party comments as they finalize the guidelines.
  - v. The Project Sponsor shall finalize the guidelines per Stipulation II prior to the transfer of property out of Federal ownership, or prior to the completion of 30% design documents if property is leased.
  - vi. Design and Planning Guidelines shall be referenced in any Historic Preservation Covenant developed per Stipulation VI.A.1.
- c. Historic Preservation Review Board (HPRB) Review of Design Guidelines  
SHPO may elect to refer the draft Design and Planning Guidelines to the DC HPRB to seek its advice and obtain public comment. If SHPO requests HPRB review, the Signatories shall consult to modify the timeframes specified in Stipulation II accordingly to accommodate the next scheduled HPRB monthly public meeting. HPRB review shall not be unreasonably withheld or delayed. HPRB approval shall not be required for finalization and implementation of the Design and Planning Guidelines.
- d. Coordination with Private Air Rights' Design and Planning Guidelines  
SHPO anticipates developing design and planning guidelines for the private air-rights area to facilitate review pursuant to the existing deed covenant referenced in the preamble to this PA, including SHPO review of the approximately 3 acres of privately owned air rights that are intended to be acquired so that portions of the Project can be constructed, and thereby, shall become subject to the existing deed covenant.

### 3. Design Review Process for the Project

The Project Sponsor, in consultation with the Signatories, shall establish and implement a Design Review Process (separate from the review process established in Stipulation II) to review specified phases of the Project's architectural design.

- a. The Design Review Process shall be established to avoid and minimize adverse and potentially adverse effects of the Project on historic properties, especially WUS, the WUS Historic Site, and REA Building. The Design Review process shall ensure the Project adheres to the Secretary of the Interior's *Standards for the Treatment of Historic Properties*.
- b. The Design Review Process shall acknowledge the existing and separate required Federal and District approvals processes and the parties involved. The Project Sponsor shall continue to submit preliminary and final architectural design packages for NCPC approval and concept and final architectural design packages for CFA approval in accordance with the applicable agency's procedures.
- c. The Design Review Process shall ensure that the Project adheres to the Design and Planning Guidelines established in Stipulation VI.A.2 and shall facilitate review of details relating to the location, mass, form, design, materials, architectural features, circulation patterns, lighting, signage, etc. of, at a minimum, the following unresolved design elements:

- i. New integrated train hall and bus facility;
  - ii. New H Street Headhouse;
  - iii. Project elements on the deck, including skylights;
  - iv. Proposed ramps to the east and west of WUS connecting the deck to the front of the station;
  - v. Three vehicular ramps leading to the below-ground facility;
  - vi. Architectural features of new concourses and platforms, including entries to the concourse at First and Second Streets NE;
  - vii. New service building to the north of the REA Building;
  - viii. Restoration and reconstruction of sections of the Burnham Wall; and
  - ix. Other topics addressed in the correspondence record (Attachment 1).
- d. The Design Review Process shall also address potential interior alterations to any historic portion of WUS, including, but not limited to, the remnants of the original plaster cornice on the south wall of the Claytor Concourse and potential changes to the historic passenger concourse, including the potential restoration of its skylights and potential improvements to its east and west elevations, which were altered due to the removal of sections of the concourse in the 1970s.
  - e. Design information that is determined to be security sensitive or is for spaces/elements outside of public view that do not affect historic fabric or character (e.g. Amtrak back-of-house spaces in the new train hall) shall be excluded from Design Review. Otherwise, review parties other than FRA shall sign a Non-Disclosure Agreement for security reasons, certifying confidentiality of any sensitive information related to design elements that affect historic fabric or character.
  - f. The Design Review Process would establish its own timeframes, review procedures and communication procedures, which may include formal and informal meetings and presentations with Signatories and Consulting Parties in addition to the conveyance of drawings for review.
  - g. The Project Sponsor shall provide a draft document outlying the Design Review Process to Signatories for review, per Stipulation II, and finalize the process prior to completion of 30% architectural design documents. The Design Review Process may be developed concurrently with the development of the Design and Planning Guidelines.

#### 4. HABS/HAER Documentation

Prior to 60% design or the initiation of any demolition, construction, or ground-disturbing activity, the Project Sponsor shall complete the documentation of the WUS Historic Site in accordance with *The Secretary of the Interior's Guidelines for Architectural and Engineering Documentation* for inclusion in the Historic American Buildings Survey (HABS) and the Historic American Engineering Record (HAER).

- a. The Project Sponsor shall consult the National Park Service to determine the appropriate level of documentation for the following (but not limited to) contributing resources within the WUS Historic Site: rail terminal, including the location of tracks, umbrella sheds, platforms serving Tracks 11-30, the middle retaining wall that separates the stub and run-through tracks, one representative pneumatic switch valve, single catenaries, catenary with cross beam, and the Pennsylvania, Baltimore & Washington Railroad ownership marker; K Tower; bridge underpasses at H, K, L, and M Streets and Florida Avenue; Signal Bridges H, J, and K; the Burnham walls; and the section of the First Street Tunnel below WUS.

- b. Where possible, documentation shall draw upon primary sources, such as construction documents, historic photographs, period publications, and oral interviews with railroad experts or individuals possessing special knowledge of the history and operation of the facility. As relevant, the content of the HABS/HAER documentation shall draw upon research and documentation included in the *DC State Historic Preservation Office Determination of Eligibility Form for the Washington Union Station Historic Site (including Columbus Plaza, Terminal Rail Yard, and First Street Tunnel)*, completed in 2019 (Attachment 6 – WUS Historic Site DOE Form). Inclusion of Amtrak records or potentially security sensitive information is subject to Amtrak corporate approval.
- c. Upon its completion, the documentation shall be submitted to the National Park Service for review and approval prior to its submittal to the Library of Congress, and a copy shall be provided to SHPO, FRA, Amtrak, and other archives as determined in consultation with the SHPO. The Project Sponsor shall also retain archival and/or digital versions of the final documentation for its records.

## 5. Architectural Salvage

The Project Sponsor, in consultation with Signatories, shall prepare and implement an Architectural Salvage Plan to identify and salvage historic materials and elements that contribute to the WUS Historic Site and must be removed to construct the Project. The Plan shall set forth a process to determine which elements requiring removal or relocation can be salvaged and provide guidance and standards for their removal, treatment, relocation, storage, and reuse. The Plan shall also address timeframes for how long historic materials and elements must be retained, where they are to be stored, and a process to determine whether items may be donated or disposed of should they not be reused within the established timeframes.

- a. Examples of historic elements that contribute to the WUS Historic Site and may be salvaged and either stored or reused throughout the site as design elements or as components of interpretive displays include, but are not limited to: sections of umbrella sheds and support columns, the entirety of K Tower, quarried stone from the bridge underpasses at H Street, single catenaries, the catenary with cross beam, stone from the retaining wall dividing the stub and run-through tracks, pneumatic switch valves, and the Pennsylvania, Baltimore & Washington Railroad ownership marker.
- b. The Project Sponsor shall provide the draft Architectural Salvage Plan to Signatories for review, per Stipulation II, and finalize the plan by 60% design or prior to demolition and ground-disturbing activities. If the design is phased, items may be identified for potential salvage in conjunction with 60% of the phased design as it progresses.
- c. The Project Sponsor shall coordinate the Architectural Salvage Plan with the Interpretation Plan noted in Stipulation VI.A.6.

## 6. Interpretation

The Project Sponsor shall interpret the history, evolution, and significance of the WUS Historic Site from its prehistory, its construction, and its continued and future use. In consultation with the Signatories and Consulting Parties, the Project Sponsor shall develop and implement an Interpretation Plan that shall identify the most appropriate methods for interpretation. The Interpretation Plan shall draw heavily upon the historic photographs and information USRC has amassed regarding the history of WUS and shall address how interpretation of these historic themes shall be integrated into the Project.

- a. The Interpretation Plan shall establish physical signage, historical displays, historically themed artwork, and digital interpretation strategies. The Plan shall recommend the number, placement, and design of interpretation waysides and content for the development of a website, which may include a GIS story map, historic photographs, and documentation to create a dynamic interpretive reference.
- b. The Project Sponsor shall provide the draft Interpretation Plan for Signatories and Consulting Parties to review, per Stipulation II, and finalize the plan by 60% design or prior to demolition and ground-disturbing activities.
- c. The Project Sponsor shall coordinate the Interpretation Plan with the Architectural Salvage Plan noted in Stipulation VI.A.5 as interpretation methods shall document or make use of salvaged materials or objects.
- d. The Project Sponsor shall implement the Interpretation Plan as expeditiously as possible in coordination with Project construction but, at a minimum, shall ensure that interpretive displays are installed prior to the opening of every aspect of the Project.

#### 7. Nomination of WUS Historic Site to the National Register of Historic Places

The Project Sponsor, in coordination with FRA, shall prepare a NRHP Nomination Form for the WUS Historic Site, based on the WUS Historic Site DOE Form reviewed by FRA, SHPO, Amtrak, and USRC and finalized in 2019 (Attachment 6 – WUS Historic Site DOE Form).

- a. Each step of the application process shall comply with *District of Columbia Municipal Regulations Title 10A Historic Preservation Chapter 2: Designation of Historic Landmarks and Districts*.
- b. The Project Sponsor shall submit the application to the SHPO and HPRB, in the format prescribed by the SHPO, for listing in the DC Inventory prior to the completion of 30% design. The application shall recognize the site's local and national significance for its association with the early 20<sup>th</sup>-century development of Washington, DC, and for its association with architect Daniel Burnham, as an exemplary example of Beaux-Arts architecture and rail infrastructure, and other related themes. The nomination shall include all NRHP documentation, including photographs and maps labeled in accordance with NRHP regulations. The nomination shall state whether or not Criterion D was considered and shall specifically recommend designation of portions of the interior of WUS.
- c. The Project Sponsor shall attend and present the nomination at the HPRB hearing. HPRB shall decide whether to accept the application for listing in the DC Inventory and whether to recommend the property for listing in the NRHP.
- d. If the HPRB recommends the WUS Historic Site for listing in the NRHP, the SHPO, in coordination with the Project Sponsor, shall continue the nomination process per NRHP regulations.

#### 8. Historic Properties Construction Protection and Signage Plan

The Project Sponsor, in consultation with the Signatories, shall prepare and implement a Historic Properties Construction Protection and Signage Plan (Protection Plan) to protect against, monitor for, and manage construction-related effects on identified historic properties during Project implementation.

- a. The Protection Plan shall apply to historic properties located inside, adjacent to, or above the Project limits of disturbance, stockpile locations, construction staging areas, tunneling zones, and any other area in which Project activities may take place.

Such properties include, but are not limited to, WUS, the WUS Historic Site, REA Building, Columbus Plaza, City Post Office (Postal Museum), and the Thurgood Marshall Federal Judiciary Building. The Protection Plan shall require security fencing; establish vibration and noise thresholds, in coordination with Stipulation VI.A.9; provide monitoring; require a signage plan that shall incorporate interpretive displays as part of the Interpretation Plan per Stipulation VI.A.6; and a publicly accessible telephone hotline and emergency response procedure for reporting and addressing threats or physical damage to historic properties.

- b. The Project Sponsor shall submit the Protection Plan to the Signatories for their review, per Stipulation II, and finalize the plan prior to 90% design or prior to demolition or ground-disturbing activities.
- c. The Project Sponsor has the right to require the Signatories, excluding FRA, and any other review parties to sign a Non-Disclosure Agreement certifying confidentiality of any sensitive information for security reasons.

#### 9. Construction Noise and Vibration Control Plan

The Project Sponsor shall require the construction contractor to prepare and implement a Construction Noise and Vibration Control Plan (CNVCP), which shall incorporate an assessment of buildings (including historic properties) at risk of structural damage from construction vibration, as identified in the SDEIS and Final EIS. The assessment shall determine appropriate vibration thresholds and define measures to be taken to minimize the risk of damage based on those thresholds.

- a. The CNVCP shall define measures to be taken to minimize the risk of damage to the buildings at risk (including historic properties) based on the assessed vibration thresholds for each building or property. Vibration thresholds may vary depending on the construction type and materials of each property. The Project Sponsor shall engage a vibration consultant and structural engineer with experience in historic building technology and vibration monitoring to aid in establishing vibration thresholds for each building or property. As warranted by the assessment and projections, and as technically feasible, the CNVCP shall require alternative construction methods to be implemented.
- b. The CNVCP shall require the construction contractor to address the need for a preconstruction crack survey, install crack detection monitors, and conduct vibration monitoring. It shall also define a process to alert the contractor of any limit exceedances and implement corrective actions. Construction work shall stop immediately if thresholds at historic properties are exceeded to ensure no damage shall occur.
- c. The CNVCP shall contain an engagement plan specifying measures that shall be implemented to inform the Signatories and other relevant parties (e.g. Consulting Parties, property owners) of vibration projections, instances of exceedance of vibration thresholds, and measures to be taken to remedy these exceedances at historic properties only.
- d. The CNVCP shall include the following measures, unless equivalent or more Project- or location-specific measures are identified during the preparation of the CNVCP: ensure equipment is properly functioning and equipped with mufflers and other noise-reducing features; use quieter construction equipment and methods, as feasible; use noise-control measures along construction paths, such as temporary noise barriers and portable enclosures; replace back-up alarms with strobes if and as allowed by Occupational Safety and Health Administration (OSHA) regulations; maintain

smooth construction truck route surfaces within and next to the Project; and ensure that, when there is a choice, construction trucks use truck routes with the fewest residential receptors.

- e. Additional measures may also be identified and implemented. For example, Amtrak shall evaluate the feasibility of using work trains, instead of trucks to remove spoils during construction, which would decrease the number of trucks circulating on adjacent roadways.
- f. The Project Sponsor shall submit the draft CNVCP to the Signatories for their review of the vibration assessment and related measures for buildings at risk, per Stipulation II. Signatories shall comment only on the aspects of the CNVCP that pertain to historic properties.
- g. The CNVCP shall be finalized prior to 90% design, or prior to any demolition or ground-disturbing activities, including if the Project is implemented in phases.

#### 10. Construction Transportation Management Plan and Traffic Mitigation Approaches

The Project Sponsor shall require the construction contractor to prepare and implement an integrated Construction Transportation Management Plan (CTMP), which shall aim to provide safe passage for pedestrians, cyclists, and vehicular traffic around the construction site with as little inconvenience, impact, and delay as possible. The Project Sponsor shall also work with DDOT to identify traffic mitigation approaches to address congestion at the most impacted intersections in the transportation study area (refer to the Project's 2020 DEIS and 2023 SDEIS).

- a. The CTMP shall define the measures to be implemented by the construction contractor to avoid, minimize, or mitigate impacts from construction on all transportation modes in each phase of construction, along with procedures to enforce, monitor, and evaluate these measures and ensure consistency with District requirements for managing construction impacts.
- b. The CTMP shall be coordinated with DDOT, the Washington Metropolitan Area Transit Authority (WMATA), Architect of the Capitol, and other relevant agencies.
- c. The Project Sponsor shall submit the draft CTMP to the Signatories for their review of measures related to minimization of transportation effects on historic properties, per Stipulation II.
- d. The CTMP shall be finalized prior to 90% design or prior to any demolition or ground-disturbing activities.
- e. The Project Sponsor, in coordination with DDOT, shall develop a multimodal Performance Monitoring Plan (PMP) to be implemented up to ten years after the completion of the Project. Based on the results of the monitoring and whether targets or thresholds have been exceeded, specific mitigations strategies shall be agreed upon between the Project Sponsor and DDOT. Such measures may include: turning movement restrictions; alternative intersection phasing; geometry modifications or traffic-lane reassignment; traffic-control device improvements, including new traffic signals where warranted; pedestrian-crossing safety treatments, including markings, signs, beacons, or raised crossings; sidewalk widening or enhancement; and on-street parking restrictions.
- f. The Project Sponsor shall be responsible for the design, permitting, and installation of the agreed-upon improvements, subject to DDOT approvals. The Project Sponsor shall also coordinate with the owner of air rights above the WUS rail terminal on strategies for traffic distribution and circulation to improve traffic conditions on H Street, as needed and possible. The Project Sponsor, in coordination with the owner of air rights above the WUS rail terminal, shall design and install wayfinding and



other measures to improve traffic distribution on H Street. The Project Sponsor, in coordination with DDOT, shall look for opportunities within each traffic-mitigation approach to inform and involve the Signatories and relevant Consulting Parties.

#### 11. Additional Mitigation at WUS

- a. The Project Sponsor, in consultation with the Signatories, shall prepare a feasibility study that identifies and evaluates a range of projects to rehabilitate the historic station building. Projects to be evaluated in the feasibility study include, but shall not necessarily be limited to, design treatment of the east and west plazas, improvements to the headhouse, rehabilitation of the historic passenger concourse (current “retail concourse”) original skylights, and rehabilitation of the station’s existing east and west terminal ends.
- b. The Project Sponsor shall provide the draft feasibility study to Signatories for review per Stipulation II and finalize the study by 30% design of the Project.
- c. The Project Sponsor shall seek opportunities to incorporate feasible historic preservation projects into its ongoing work at the station, and for potential further mitigation for the Project. If and when a potential future historic preservation project undertaking occurs as a result of the feasibility study, the project would undergo Section 106 review, separate from this PA, in accordance with 36 CFR § 800.

#### B. ARCHAEOLOGICAL RESOURCES

The Project Sponsor, in consultation with the Signatories, shall continue identification and evaluation of archaeological historic properties in accordance with 36 CFR § 800.4 and 800.5.

1. The Project Sponsor shall ensure additional identification, evaluation, and treatment of archaeological resources is accomplished in accordance with the relevant performance and reporting standards in Stipulation V, in addition to the *Guidelines for Archaeological Investigations in the District of Columbia*, applicable Secretary of the Interior’s Standards, and appropriate ACHP guidance.
2. The Project Sponsor shall consult with SHPO to determine the need for archaeological surveys prior to preparing an archaeological work plan. If an archaeological survey is determined to be necessary, no survey shall be conducted without a SHPO-approved archaeological work plan in place specific to that phase, prepared in consultation with the SHPO. The Project Sponsor shall submit an archaeological work plan to the SHPO for a 30-day review and address SHPO comments before finalizing the work plan.
3. The Project Sponsor, in coordination with FRA, shall notify and consult as appropriate with the Tribes in the event pre-contact cultural resources are identified during archaeological investigations.
4. For archaeological studies undertaken by the Project Sponsor, the Project Sponsor shall ensure permanent curation or arrange for long-term management and preservation of the archaeological collections, field records, images, digital data, maps, and associated records in accordance with 36 CFR § 79, *Curation of Federally Owned and Administered Archaeological Collections*, and the relevant SHPO Guidelines. The SHPO maintains a curation facility compliant with 36 CFR § 79, and the Project Sponsor shall first seek to curate any generated collections there. A digital copy of all field records, reports, and collections data shall be supplied to FRA and the SHPO.

5. Prior to 30% design or prior to any ground-disturbing activities, the Project Sponsor shall complete a Phase IB archaeological identification and survey (Phase IB). The Phase IB shall build upon the findings and recommendations of the *Archaeological Assessment for the Washington Union Station* (Karell Archaeological Services, 2015), and the *Phase IA Archaeological Assessment Washington Union Station Subbasement Structural Slab Replacement Project* (Richard Grubb & Associates, 2021), and *Phase IB/II Archaeological Assessment Washington Union Station Subbasement Structural Slab Replacement Project* (Richard Grubb & Associates, 2022) and any other subsequent archaeological assessments conducted within the APE. The Project Sponsor shall prepare and submit a technical document containing the results of the Phase IB to FRA for review. If archaeological resources are identified, the Project Sponsor must inform SHPO and obtain an archaeological site inventory number, which shall be included in the Phase IB. Upon FRA's approval, the Project Sponsor shall submit the Phase IB to the Signatories and Tribes for review per Stipulation II, or the Project Sponsor may elect to use the FastTrack Process described in the *Guidelines for Archaeological Investigations in the District of Columbia*.
6. If archaeological sites are identified in the Phase IB, prior to any ground-disturbing activities, the Project Sponsor shall consult with SHPO on the need to complete one or more Phase II survey(s), as appropriate, to evaluate the NRHP eligibility of any intact archaeological resources that may be affected by the Project and determine if there is an adverse effect to a historic property. The Project Sponsor shall prepare and submit to FRA for review technical document(s) containing the results of each Phase II survey, together with proposed recommendations for NRHP eligibility, recommendation if preparation of a NRHP nomination or Determination of Eligibility is warranted, and assessment of Project effects on archaeological historic properties. Upon FRA's approval, the Project Sponsor shall submit the Phase II document(s) to the Signatories and Tribes for review per Stipulation II.
7. If adverse effects on NRHP-eligible archaeological historic properties are identified, the Project Sponsor, in consultation with Signatories, shall do one of the following treatment measures:
  - a. Propose a minimization and/or Phase III data-recovery plan per standards and guidance in Stipulations V. and VI.B., or a commensurate strategy agreed upon by the SHPO; or
  - b. Depending upon the significance of the resource(s) identified, propose a resource-specific Memorandum of Agreement (MOA) or amendment to this PA to resolve adverse effects. The MOA or PA amendment may address multiple historic properties.

## **VII. PROJECT MODIFICATION AND DESIGN CHANGES**

The Project Sponsor, in coordination with FRA, shall notify the Signatories and Consulting Parties of any proposed modifications to the Undertaking, or changes from further design refinement of Preferred Alternative F, that have the potential to result in adverse effects on historic properties not identified in the 2023 SAOE or alter the nature and extent of previously identified adverse effects. Before the Project Sponsor takes any action that may result in previously unidentified adverse effects on historic properties, or alters the nature and extent of previously identified adverse effects, the Project Sponsor, in accordance with Stipulation VI.A.3, shall proceed according to the Design Review Process. If the modification is sufficiently addressed through the Design Review Process, no additional steps shall be taken. If not, the Project Sponsor, in coordination with FRA, shall consult with Signatories and Consulting Parties to determine the appropriate course of action. This may include revisions to the APE, the identification of

historic properties, the assessment of effects on historic properties, and/or avoidance, minimization, or mitigation measures to resolve adverse effects. This consultation shall occur early enough to not limit the range of options to avoid or minimize the potential adverse effect(s). If FRA determines that an amendment to the PA is required, it shall proceed in accordance with Stipulation XII.

## **VIII. POST-REVIEW DISCOVERIES**

### **A. UNANTICIPATED DISCOVERIES OR EFFECTS ON CULTURAL RESOURCES**

In accordance with 36 C.F.R. § 800.13(a)(2), if a previously undiscovered archaeological or cultural resource that is or could reasonably be a historic property is encountered or a previously known historic property shall be affected in an unanticipated manner during construction, as determined by professionals who meet the qualifications set forth in Stipulation IV, the Project Sponsor shall implement the following procedures. Each step within these procedures shall be completed within seven (7) days unless otherwise specified:

1. The Project Sponsor shall require the construction contractor to immediately cease all ground-disturbing and/or construction activities within a 50-foot radius buffer zone of the discovery. For any discovered archaeological resources, the Project Sponsor shall also halt work in surrounding areas where additional subsurface remains are reasonably expected to be present. The Project Sponsor, in coordination with FRA, may seek written SHPO concurrence during notification that a smaller buffer is allowable based on facts in the field specific to the unanticipated discovery.
2. The Project Sponsor shall ensure that no excavation, operation of heavy machinery, or stockpiling occurs within the buffer zone. The Project Sponsor shall secure the buffer zone through the installation of protective fencing. The Project Sponsor shall not resume ground-disturbing and/or construction activities within the buffer zone until the specified Section 106 process required by this PA is complete. Work in all other Project areas may continue.
3. The Project Sponsor shall notify the Signatories within 48 hours of any unanticipated discovery or unanticipated effect. The Project Sponsor, in coordination with FRA, shall also consider if new Federally recognized Indian tribes and/or Consulting Parties should be identified and invited to consult regarding unanticipated discoveries or unanticipated effects. Unanticipated archaeological discoveries must be reported to the SHPO, and a work plan must be prepared by the Project Sponsor in coordination with the SHPO for investigation, documentation, and treatment per Stipulations V and VI.B.
4. Following notification of an unanticipated discovery or effect, the Project Sponsor shall investigate the discovery site and evaluate the resource(s) according to the documentation standards contained in Stipulation V. The Project Sponsor, in coordination with FRA, shall prepare and submit a written document containing a proposed determination of NRHP eligibility for the resource and/or, if relevant, an assessment of the Undertaking's effects on historic properties, which could include avoidance or minimization measures. The Project Sponsor shall provide that document to the Tribes, Signatories, and Consulting Parties for review in accordance with the timeframes and communication protocols identified in Stipulation II. If SHPO does not concur with the eligibility and/or effects determination, FRA may elect to assume eligibility and/or adverse effects for expediency. If the unanticipated discovery is found to be not eligible for the NRHP or if effects can be avoided, the Project may proceed.

5. If the unanticipated discovery is determined to be eligible for listing in the NRHP and adverse effects cannot be avoided, the Project Sponsor, in coordination with FRA and SHPO (and Tribes if applicable), shall develop and implement treatment measures to resolve adverse effects following the timeframes and communications protocols identified in Stipulation II. For archaeological resources, procedures and documentation outlined in Stipulation VI.B. Archaeological Resources shall be followed.
6. The Project Sponsor shall ensure construction-related activities within the buffer zone do not proceed until:
  - a. The resource is determined not eligible for the NRHP, or is determined NRHP eligible but not adversely affected, consistent with the process identified in Paragraph A.4 of this Stipulation; or
  - b. The treatment measures proposed under Paragraph A.5 of this Stipulation specify that they shall be completed within a specified time period after construction-related activities have resumed; or
  - c. The treatment measures have been implemented.

#### B. UNANTICIPATED DISCOVERY OF HUMAN REMAINS

1. If human remains are encountered during ground-disturbing or construction activities, the Project Sponsor shall immediately halt subsurface disturbance in that portion of the Project area and immediately secure and protect the human remains and any associated funerary objects in place in such a way that minimizes further exposure or damage to the remains from the elements, looting, and/or vandalism. The Project Sponsor shall ensure a perimeter with a 50-foot radius buffer zone around the human remains is established where there shall be no excavation, operation of heavy machinery, or stockpiling. The Project Sponsor shall secure the buffer zone through the installation of protective fencing. The Project Sponsor, in coordination with FRA, may seek written SHPO concurrence during notification that a smaller buffer is allowable based on facts in the field specific to the unanticipated discovery. The Project Sponsor shall not resume ground-disturbing and/or construction activities within the buffer zone until the specified Section 106 process required by this PA is complete. Work in all other Project areas may continue.
2. The Project Sponsor shall immediately notify the SHPO and local police department to determine if the discovery is subject to a criminal investigation by law enforcement and shall notify the other Signatories within twenty-four (24) hours of the initial discovery. This is in compliance with DC Statute DC ST § 5-1406 *Deaths—Notification; penalties for noncompliance*. The DC Metropolitan Police Dept (MPD)/Office of the Chief Medical Examiner (OCME) contact protocol is as follows: for reporting human remains, call the MPD Command Information Center (non-emergency number). MPD shall notify the OCME, and the DC Forensic Anthropologist shall be involved in the classification of the remains as being of historic vs. forensic origin.
3. If a criminal investigation is not appropriate, the Project Sponsor shall apply and implement all relevant laws, procedures, policies, and guidelines concerning the recovery, treatment, and repatriation of burial sites, human remains, and funerary objects. If disinterment is necessary, the Project Sponsor shall consult with SHPO to establish a recovery plan consistent with Stipulation VI.B.6 and VIII.A.3. A SHPO-approved work plan shall be required prior to proceeding with disinterment of non-forensic human remains per documentation and guidance outlined in Stipulations V and VI.B.

4. In the event the human remains encountered could be of Native American origin (pre-contact or post-contact), FRA in coordination with the Project Sponsor, shall consult with the Tribes and SHPO to determine treatment measures for the avoidance, recovery, or reburial of the remains. When applicable, FRA shall follow the principles within the ACHP's *Policy Statement on Burial Sites, Human Remains, and Funerary Objects*, dated March 1, 2023.
5. If the remains are not of Native American origin, the Project Sponsor, in coordination with FRA, shall consult with the Signatories and Consulting Parties pursuant to Stipulation VIII.A.4-6.
6. The Project Sponsor shall ensure the Project contractor shall not proceed with work in the affected area until FRA, in consultation with SHPO and Tribes, as appropriate, determines that the development and implementation of an appropriate research/design/treatment/archaeological work plan or other recommended mitigation measures are completed. If FRA determines that an amendment to the PA is required to record the appropriate treatment plan, it shall proceed in accordance with Stipulation XII. However, work in all other Project areas may continue.
7. The Project Sponsor, in coordination with FRA, shall also ensure ground-disturbing and construction-related activities within the buffer zone do not proceed until the Project Sponsor has consulted with the SHPO.

## **IX. ADOPTABILITY**

In the event that a Federal agency that is not initially a signatory to this PA receives an application for financial assistance, permits, licenses, or approvals for the Project as described in this PA, such Federal agency may become a signatory to this PA as a means of complying with its Section 106 responsibilities for its undertaking. To become a signatory to this PA, the agency must provide written notice to the Signatories that the agency agrees to the terms of the PA, specifying the scope of the agency's undertaking and the extent of the agency's intent to participate in the PA, and identifying FRA as the lead Federal agency for the undertaking. The participation of the agency is subject to approval by the Signatories. Upon approval, the agency must execute a signature page to this PA, file the signature with the ACHP, and implement the terms of this PA, as applicable. Any necessary amendments to the PA shall be considered in accordance with Stipulation XII.

## **X. MONITORING AND REPORTING**

Once yearly, beginning one (1) year from the date of execution of this PA until it expires or is terminated, the Project Sponsor shall provide all Signatories and Consulting Parties to this PA a summary report detailing work undertaken pursuant to its terms. Such a report shall include any progress on implementation, proposed scheduling changes, any problems encountered, and any disputes or objections received as a result of FRA and the Project Sponsor's efforts to carry out the terms of this PA. The Project Sponsor shall also convene an annual meeting to review the summary report with the Signatories and Consulting Parties.

## **XI. ANTI-DEFICIENCY ACT**

Any FRA obligations under this PA are subject to the availability of appropriated funds, and the stipulations of this PA are subject to the provisions of the Anti-Deficiency Act (31 U.S.C. § 1341). If compliance with the Anti-Deficiency Act alters or impairs the ability of FRA to meet its obligations under this PA, the Signatories shall consult in accordance with the amendment or termination procedures found in Stipulations XII and XIV of this PA.

## **XII. AMENDMENTS**

If any amendment is required or any Signatory to this PA requests that it be amended, FRA shall notify the Signatories and Consulting Parties and consult for no more than thirty (30) calendar days (or another time period agreed upon by all Signatories) to consider such amendment. Project activities subject to previous consultation and resolution of effects that are unaffected by a proposed amendment, may continue to progress during an amendment process. An amendment shall become effective immediately upon execution by all Signatories.

## **XIII. DISPUTE RESOLUTION**

- A. Any Signatory to this PA, Tribe, or Consulting Party may object to any proposed action(s) under this PA or the manner in which the terms of this PA are implemented by submitting its objection to FRA in writing, after which FRA shall consult with all Signatories and the objecting party to resolve the objection. If FRA cannot resolve the objection within thirty (30) days, FRA shall:
  - 1. Forward all documentation relevant to the dispute, including FRA's proposed resolution, to the ACHP (with a copy to the Signatories and the objecting party). ACHP may provide FRA with its comments on the resolution of the objection within thirty (30) days of receiving documentation. After which, FRA shall consider ACHP's comments and document the dispute in a written response to Signatories and the objecting party. FRA shall then proceed according to its final decision.
  - 2. If the ACHP does not provide comment regarding the dispute within thirty (30) days, FRA shall consider all comments received, make a final decision on the dispute, inform the Signatories and objecting party, and proceed accordingly.
  - 3. The Signatories remain responsible for carrying out all other actions subject to the terms of this PA that are not the subject of the dispute.
- B. A member of the public may object to the manner in which the terms of this PA are being implemented by submitting their objection to FRA in writing. FRA shall notify the other Signatories of the objection in writing and take the objection into consideration. FRA shall consult with the objecting party, and if FRA determines it appropriate, the other Signatories for not more than thirty (30) days. Within fifteen (15) days after closure of this consultation period, FRA shall provide the Signatories, Consulting Parties, and the objecting party with its final decision in writing.

## **XIV. TERMINATION**

- A. If any Signatory to this PA determines that its terms shall not or cannot be carried out, that Signatory shall immediately consult with the other Signatories to attempt to develop an amendment per Stipulation XII. If within thirty (30) days (or another time period agreed upon by all Signatories) an amendment cannot be reached, any Signatory may terminate the PA upon written notification to the other Signatories.
- B. Once the PA is terminated, and prior to work initiating or continuing the Undertaking, FRA must either: 1) execute a new PA pursuant to 36 C.F.R. § 800.6, or 2) comply with the requirements of

36 C.F.R. Part 800 for all remaining work that was not already accomplished at the time of termination.

## **XV. EFFECTIVE DATE**

- A. This PA shall become effective immediately upon execution by all Signatories. In the event another Federal agency elects to use this PA, their responsibilities under the PA shall become effective on the date they complete the process identified in Stipulation IX of this PA.
- B. Counterparts. This PA may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.
- C. Electronic Copies. Within one (1) week of the last signature on this PA, the Project Sponsor shall provide each Signatory with one high quality, legible, full color, electronic copy of the fully executed PA and all of its attachments fully integrated into one, single document. If the electronic copy is too large to send by e-mail, the Project Sponsor shall provide each Signatory with an electronic copy of the fully executed PA as described above via other suitable, electronic means.

## **XVI. DURATION**

This PA shall expire when all its terms have been fulfilled and the Project Sponsor has completed a final yearly summary report, or in 20 years from the effective date, whichever comes first, unless the Signatories extend the duration through an amendment in accordance with Stipulation XII. The Signatories to this PA shall consult 12 months prior to expiration to determine if there is a need to extend or amend this PA. Upon completion of the stipulations set forth above, the Project Sponsor, in coordination with FRA, shall provide a letter (with attached documentation) of completion to SHPO, with a copy to the Signatories. If SHPO concurs or does not object that the stipulations are complete within 30 days, the Project Sponsor shall notify the Signatories and Consulting Parties in writing and this PA shall expire, at which time the Signatories shall have no further obligations hereunder. If SHPO objects, FRA and the Project Sponsor shall consult further with SHPO to resolve the objection. If the objections cannot be resolved through further consultation, FRA shall resolve the dispute pursuant to Stipulation XIII. FRA shall provide written notification to the Signatories and Consulting Parties on the final resolution.


## **XVII. EXECUTION AND IMPLEMENTATION**

Execution of this PA by the Signatories demonstrates that FRA has taken into account the effect of the Undertaking on historic properties, has afforded the ACHP an opportunity to comment, and FRA has satisfied its responsibilities under Section 106 of the NHPA and its implementing regulations.

**PROGRAMMATIC AGREEMENT  
AMONG THE  
FEDERAL RAILROAD ADMINISTRATION,  
DISTRICT OF COLUMBIA STATE HISTORIC PRESERVATION OFFICER,  
NATIONAL CAPITAL PLANNING COMMISSION,  
FEDERAL TRANSIT ADMINISTRATION,  
UNION STATION REDEVELOPMENT CORPORATION,  
NATIONAL RAILROAD PASSENGER CORPORATION,  
AND THE  
ADVISORY COUNCIL ON HISTORIC PRESERVATION  
REGARDING THE  
WASHINGTON UNION STATION EXPANSION PROJECT  
WASHINGTON, DC**

Signatory

FEDERAL RAILROAD ADMINISTRATION

By: 

Date: 2/16/2024

Amanda Murphy  
Deputy Federal Preservation Officer

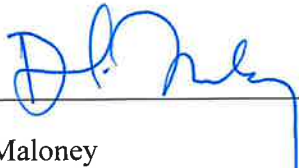


**PROGRAMMATIC AGREEMENT  
AMONG THE  
FEDERAL RAILROAD ADMINISTRATION,  
DISTRICT OF COLUMBIA STATE HISTORIC PRESERVATION OFFICER,  
NATIONAL CAPITAL PLANNING COMMISSION,  
FEDERAL TRANSIT ADMINISTRATION,  
UNION STATION REDEVELOPMENT CORPORATION,  
NATIONAL RAILROAD PASSENGER CORPORATION,  
AND THE  
ADVISORY COUNCIL ON HISTORIC PRESERVATION  
REGARDING THE  
WASHINGTON UNION STATION EXPANSION PROJECT  
WASHINGTON, DC**

Signatory

DISTRICT OF COLUMBIA STATE HISTORIC PRESERVATION OFFICER

By: \_\_\_\_\_



David Maloney  
State Historic Preservation Officer

Date: \_\_\_\_\_

02/08/2024

**PROGRAMMATIC AGREEMENT  
AMONG THE  
FEDERAL RAILROAD ADMINISTRATION,  
DISTRICT OF COLUMBIA STATE HISTORIC PRESERVATION OFFICER,  
NATIONAL CAPITAL PLANNING COMMISSION,  
FEDERAL TRANSIT ADMINISTRATION,  
UNION STATION REDEVELOPMENT CORPORATION,  
NATIONAL RAILROAD PASSENGER CORPORATION,  
AND THE  
ADVISORY COUNCIL ON HISTORIC PRESERVATION  
REGARDING THE  
WASHINGTON UNION STATION EXPANSION PROJECT  
WASHINGTON, DC**

Signatory

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By:  \_\_\_\_\_ Date: February 26, 2024

Reid J. Nelson  
Executive Director

**PROGRAMMATIC AGREEMENT  
AMONG THE  
FEDERAL RAILROAD ADMINISTRATION,  
DISTRICT OF COLUMBIA STATE HISTORIC PRESERVATION OFFICER,  
NATIONAL CAPITAL PLANNING COMMISSION,  
FEDERAL TRANSIT ADMINISTRATION,  
UNION STATION REDEVELOPMENT CORPORATION,  
NATIONAL RAILROAD PASSENGER CORPORATION,  
AND THE  
ADVISORY COUNCIL ON HISTORIC PRESERVATION  
REGARDING THE  
WASHINGTON UNION STATION EXPANSION PROJECT  
WASHINGTON, DC**

Signatory

NATIONAL CAPITAL PLANNING COMMISSION

By: 


Date: 2/12/2024

Marcel C. Acosta  
Executive Director

**PROGRAMMATIC AGREEMENT  
AMONG THE  
FEDERAL RAILROAD ADMINISTRATION,  
DISTRICT OF COLUMBIA STATE HISTORIC PRESERVATION OFFICER,  
NATIONAL CAPITAL PLANNING COMMISSION,  
FEDERAL TRANSIT ADMINISTRATION,  
UNION STATION REDEVELOPMENT CORPORATION,  
NATIONAL RAILROAD PASSENGER CORPORATION,  
AND THE  
ADVISORY COUNCIL ON HISTORIC PRESERVATION  
REGARDING THE  
WASHINGTON UNION STATION EXPANSION PROJECT  
WASHINGTON, DC**

Invited Signatory

FEDERAL TRANSIT ADMINISTRATION



Digitally signed by  
THERESA GARCIA CREWS  
Date: 2024.02.16 08:39:53  
-05'00'

By: \_\_\_\_\_ Date: \_\_\_\_\_

Terry Garcia Crews  
Regional Administrator, Region III

**PROGRAMMATIC AGREEMENT  
AMONG THE  
FEDERAL RAILROAD ADMINISTRATION,  
DISTRICT OF COLUMBIA STATE HISTORIC PRESERVATION OFFICER,  
NATIONAL CAPITAL PLANNING COMMISSION,  
FEDERAL TRANSIT ADMINISTRATION,  
UNION STATION REDEVELOPMENT CORPORATION,  
NATIONAL RAILROAD PASSENGER CORPORATION,  
AND THE  
ADVISORY COUNCIL ON HISTORIC PRESERVATION  
REGARDING THE  
WASHINGTON UNION STATION EXPANSION PROJECT  
WASHINGTON, DC**

Invited Signatory (Project Sponsor)

*UNION STATION REDEVELOPMENT CORPORATION*

By: *Doug Carr* Date: 02/09/2024  
Doug Carr (Feb 9, 2024 14:10 EST)

Doug Carr  
President and Chief Executive Officer

**PROGRAMMATIC AGREEMENT  
AMONG THE  
FEDERAL RAILROAD ADMINISTRATION,  
DISTRICT OF COLUMBIA STATE HISTORIC PRESERVATION OFFICER,  
NATIONAL CAPITAL PLANNING COMMISSION,  
FEDERAL TRANSIT ADMINISTRATION,  
UNION STATION REDEVELOPMENT CORPORATION,  
NATIONAL RAILROAD PASSENGER CORPORATION,  
AND THE  
ADVISORY COUNCIL ON HISTORIC PRESERVATION  
REGARDING THE  
WASHINGTON UNION STATION EXPANSION PROJECT  
WASHINGTON, DC**

Invited Signatory

*NATIONAL RAILROAD PASSENGER CORPORATION (Amtrak)*

By: Craig M Caldwell Date: Feb 12, 2024

Craig Caldwell  
Sr. Director Portfolio Management