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**MEMORANDUM OF AGREEMENT
AMONG
THE SMITHSONIAN INSTITUTION
THE DISTRICT OF COLUMBIA STATE HISTORIC PRESERVATION OFFICER
THE NATIONAL CAPITAL PLANNING COMMISSION
AND
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING
THE CONSTRUCT INTEGRATED BEZOS LEARNING CENTER PROJECT**

This Memorandum of Agreement (MOA) is made as of this ____ day of _____, 2025, by and among the Smithsonian Institution (SI), the District of Columbia State Historic Preservation Officer (DC SHPO), the National Capital Planning Commission (NCPC), and the Advisory Council on Historic Preservation (ACHP) (referred to collectively herein as the “Signatories” or individually as a “Signatory”), pursuant to Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C. § 306108, and its implementing regulations, 36 CFR Part 800 (Section 106), and § 800.6(b) to resolve adverse effects from the Construct Integrated Bezos Learning Center Project; and

WHEREAS, the National Air and Space Museum (NASM) is a Modernist style building designed by Gyo Obata of Hellmuth, Obata & Kassabaum, that opened to the public in 1976. The NASM building is rectangular in plan with alternating bays of blocks of curtain wall construction clad with stone and glazing. The NASM previously included a restaurant addition constructed in 1988 (1988 Addition), which was recently demolished as described below; and

WHEREAS, the NASM is a contributing element of the National Mall Historic District, which was listed in the National Register of Historic Places (NRHP) in 1981, with the District expanded in 2016. The NASM may be eligible for individual listing in the NRHP; and

WHEREAS, on July 14, 2021, the second largest philanthropic gift ever given to the SI enabled the design and construction of a “world class center for education” known as the Bezos Learning Center (BLC) which will focus on both NASM-specific and pan-institutional programs; and

WHEREAS, on March 30, 2022, the SI, DC SHPO, and NCPC entered into the *Programmatic Agreement regarding the NASM East End Project* (NASM East End PA), which governed the demolition of the 1988 Addition and provided stipulations to guide the design and Section 106 review of the BLC, including Stipulation 2.C.iv which requires a separate Memorandum of Agreement to be executed to resolve any adverse effects that would result from the BLC; and

WHEREAS, the Construct Integrated Bezos Learning Center Project (Undertaking or Project) includes: 1.) the design and construction of a three-story addition on the east elevation of the NASM that contains a connecting vestibule and restaurant on the first level, and BLC programming and staff spaces on the upper floors (BLC Addition); 2.) permanent replacement and relocation of the Phoebe Waterman Haas Public Observatory (Haas Observatory) on the southeast side of the site; 3.) creation of outdoor educational programming spaces, including the Phoebe Waterman Haas Astronomy Park on the east terrace and the Learning Courtyard on the north side of the site; 4.) new accessible walkways to the north and south sides of the BLC; and 5.) newly designed landscapes at the east end of the site (Exhibit A – Bezos Learning Center Design); and

1 **WHEREAS**, a separate and ongoing project known as the NASM Revitalization Project is currently nearing
2 completion. The NASM Revitalization Project is the subject of a 2017 Memorandum of Agreement and
3 involves replacement of the NASM building’s exterior cladding and glazing, and the construction of a
4 security vestibule on the north side. The BLC Addition will require removal or modification of stone
5 cladding and the east curtain wall glazing replaced under the NASM Revitalization Project; and
6

7 **WHEREAS**, the SI initiated Section 106 consultation with the DC SHPO for the Project on June 30, 2023,
8 and in accordance with Stipulation 2.C of the NASM East End PA; and
9

10 **WHEREAS**, NCPC, a Signatory to this MOA pursuant to 36 CFR § 800.3(f)(1), has approval authority over
11 federal projects located within the District of Columbia pursuant to the National Capital Planning Act (40
12 U.S.C. § 8722(b)(1) and (d); and
13

14 **WHEREAS**, pursuant to Public. Law No. 108-72, 117 Stat. 888 (August 15, 2003), the SI is “deemed to be
15 an agency for purposes of compliance with regulations promulgated by the ACHP pursuant to Section
16 106 of the National Historic Preservation Act” for projects in the District of Columbia requiring NCPC
17 review and approval; and
18

19 **WHEREAS**, the SI and NCPC have agreed that SI will be the lead Federal agency pursuant to 36 CFR §
20 800.2(a)(2) for the Undertaking to fulfill their collective Section 106 responsibilities. NCPC has elected to
21 fulfill its Section 106 responsibilities by participating in consultation and by signing this MOA pursuant to
22 36 CFR § 800.6(c)(2); and
23

24 **WHEREAS**, in addition to the Signatories, the SI has consulted with a wide group of interested parties
25 and the public and has invited them to participate as Consulting Parties pursuant to 36 CFR § 800.3(f)
26 (Exhibit B – List of Consulting Parties); and
27

28 **WHEREAS**, the U.S. Commission of Fine Arts (CFA) has participated in the consultation as a Consulting
29 Party and has reviewed the project under their legal authorities; and
30

31 **WHEREAS**, the SI has provided opportunities for the Signatories, Consulting Parties and the public to
32 participate in the Section 106 consultation and National Environmental Policy Act (NEPA) review
33 processes through public meetings, site visits, and a public project webpage
34 (<https://airandspace.si.edu/about-transformation/bezos-learning-center/106>), also in compliance with
35 Stipulation 2.C of the NASM East End PA (Exhibit C – Summary of Consulting Parties and Public
36 Meetings); and
37

38 **WHEREAS**, on November 12, 2024, the SI and NCPC released the Draft Environmental Assessment (EA)
39 pursuant to the NEPA for a public comment period. The EA was prepared in accordance with the MOA
40 between the SI and NCPC which directs how NEPA compliance is addressed for SI projects. Analysis
41 determined that the Project will not have a significant impact on the human environment; and
42

43 **WHEREAS**, the Area of Potential Effects (APE) was defined in consultation for this Undertaking and
44 through the NASM East End PA, and is the same as the APE for the NASM Revitalization Project, including
45 the portions of the National Mall Historic District from which the NASM is visible, and extending south of
46 the NASM; and
47

1 **WHEREAS**, the Project was designed in accordance with the Bezos Learning Center Design Framework
2 outlined in Stipulation 2.B of the NASM East End PA so that when the Signatories and the Consulting
3 Parties applied the criteria of adverse effect pursuant to 36 CFR § 800.5(a), they determined adverse
4 effects were avoided by maintaining the NASM's siting relationship to the National Gallery of Art West
5 Building; and by shaping the BLC Addition's height, form, and setbacks to respect contributing vistas of
6 the Plan of the City of Washington and the National Mall Historic District, including the 4th Street north-
7 south vista, the east-west viewshed of the central greensward, and the building line established by the
8 Plan of the City of Washington; and
9

10 **WHEREAS**, the Signatories and the Consulting Parties also determined that the undertaking will result in
11 adverse effects on the NASM and the National Mall Historic District as outlined below and described in
12 the *Assessment of Effects on Historic Resources* (Exhibit D – Assessment of Effects Report Summary); and
13

14 **WHEREAS**, the Signatories and Consulting Parties agree that the design and construction of the BLC
15 Addition, the permanent replacement and relocation of the Phoebe Waterman Haas Public Observatory,
16 and the other changes proposed for the east terrace are substantial alterations and additions that will
17 diminish the integrity of the NASM's design, setting, materials, workmanship, feeling, and association,
18 and will result in adverse effects on the NASM. The Signatories and Consulting Parties further agree that
19 the cumulative effects of the Undertaking, including the BLC Addition's integral façade lighting, will
20 diminish the integrity of the National Mall context and result in adverse effects on the National Mall
21 Historic District (Exhibit E – Assessment of Effects Report); and
22

23 **WHEREAS**, the SI notified the ACHP on November 18, 2024, of the adverse effects associated with the
24 Undertaking in accordance with 36 CFR § 800.6(a)(1) and invited the ACHP to participate in consultation
25 to resolve adverse effects. On February 10, 2025, the ACHP notified the SI of its intent to participate in
26 consultation to develop this MOA; and
27

28 **NOW, THEREFORE**, the Signatories agree that the Undertaking shall be implemented in accordance with
29 the following stipulations in order to take into account the effects of this Undertaking on historic
30 properties.
31

32 **STIPULATIONS**

33

34 The SI shall ensure the following measures are carried out:
35

36 **1. MINIMIZATION MEASURES**

37

38 A. BLC Addition Form: Design of the BLC Addition's form minimize adverse effects on the NASM and the
39 National Mall Historic District as follows:
40

41 i. BLC Addition Form and Height: The maximum height of the BLC Addition will be 52'6", which is
42 less than the NASM's overall height of 82'9" and the National Museum of the American Indian's
43 (NMAI) overall height of 97'. Limiting the BLC's height establishes a hierarchy that identifies the
44 NASM as the primary feature on the site, and the BLC Addition to read as secondary. This
45 configuration recalls the hierarchy and siting of the 1988 Addition.
46

47 ii. BLC Addition Setbacks: Critical setbacks reinforce the site hierarchy and the NASM's
48 prominence. The BLC Addition aligns with the NASM's north and south facades to minimize

adverse visual effects in the Independence Avenue and Jefferson Drive viewsheds. The BLC Addition will be setback 30' from the 4th Street SW right-of-way to mirror the NMAI's site arrangement and maintain the 4th Street vista within the National Mall Historic District.

iii. Solid to Void Pattern: The NASM has distinctive seven bay solid (stone) to void (glazing) patterns on its north and south elevations. The BLC Addition will extend and reinterpret the NASM's solid to void pattern on the north by utilizing a courtyard and glazing as a void and a building elevation as a solid. These features relate to the NASM's original design and create compatibility between the historic building and the Addition.

B: BLC Addition Materials: Cladding materials and finishes will be selected to minimize adverse effect through matching or complementing the NASM's materials palette as follows.

i. Metal Cladding Panels and Reveal Details: The size of the BLC Addition's metal panels will follow a 1'3" module based upon proportional fractions of NASM's 2'6" stone panel sizes. Six different panel sizes derived from the 1'3" module will be randomized across the BLC Addition elevations. The size of the reveal between the metal panels was reduced to one inch to correspond to the NASM's stone cladding joints and relate better to its monolithic aesthetic.

ii. Metal Panel Finish: The BLC Addition's metal panels will be finished as a light cool gray color and feature a custom metallic finish (PPG Titanium) to correspond with and complement the NASM's Colonial Rose granite cladding. The metal finish will also complement adjacent materials in the immediate setting including the differing yellow limestones of the NMAI and the Eisenhower Memorial.

iii. Glazing System Finishes: The glazing system at the BLC Addition's first floor, glazed connection to the NASM, and on all facades except the north facing concourse section, will feature a dark brown metal finish and tinted glazing to relate to the NASM's curtain wall glazing finishes. The glazing system at the north facing concourse section will feature a light gray metal finish to match the NASM's atrium space frames.

C: Fenestration Size and Scale: The size and scale of the fenestration pattern on the BLC Addition's south and east sides were developed to reflect the proportions of the NASM's rectangular fenestration setback at the balconies of the NASM's solid bays. These features relate to the NASM's original design and strengthens compatibility between the historic building and the Addition.

D: BLC Addition Connection to NASM: The NASM's east elevation three-bay solid to void pattern will be partially obscured by the BLC Addition. To minimize the resulting adverse effect, the BLC Addition will connect lightly with a glazed hyphen, requiring minimal removal of NASM building fabric at the first floor only. Use of glazing will maintain full visibility of the east elevation when inside the hyphen to recall the configuration of the NASM's atriums.

E: Haas Observatory Design: The Haas Observatory design will be integrated with the BLC Addition's form and materials. The Haas Observatory will also be integrated with the NASM and BLC site walls and planting beds to create a comprehensive design for the east terrace and landscape.

1 F. Site Walls: Site walls will be maintained at existing heights and will be clad in Colonial Rose granite, to
2 maintain visual and material continuity with the NASM building and site features, in keeping with the
3 original design intent.
4

5 G: Site Visit to Review Façade Lighting: Within three (3) months of the completion of the BLC Addition's
6 façade construction, the SI will invite the Signatories to convene at the NASM site to review and
7 comment on the calibration of the dimmable façade lighting level and other lighting related details of
8 the BLC. Lighting levels will be adjusted and refined as necessary to reflect Signatory comments, if
9 applicable. The SI shall use the comments from this visit to establish and verify the appropriate light level
10 for the BLC Addition, NASM site, and National Mall context, to avoid the intensification of adverse
11 effects. Within thirty (30) days of the site visit, the SI shall provide the Signatories with a formal memo to
12 document how the lighting levels and related details were finalized.
13

14 **2. MITIGATION MEASURES**

15

16 A. Interpretive Signage: Within three (3) months of the day the BLC is formally opened to the public, the
17 SI shall install one (1) interpretive signage panel within the Learning Courtyard, southwest of the BLC
18 entrance, which fronts the National Mall. This signage panel is in compliance with Stipulation 1.C of the
19 NASM East End PA. The signage design and exact location will be developed in consultation with the DC
20 SHPO and the NCPC, and installed on the east terrace of the NASM to provide the public with
21 information about the history of the NASM and the 1988 Addition and/or related topics and may
22 connect to supplemental web-based resource material (Exhibit A, page 18).
23

24 B. Exhibit Regarding the BLC Addition Design: Per the NASM Revitalization MOA, an exhibit was
25 developed and is on display inside the NASM regarding building history, construction, and design of the
26 Revitalization Project. Within one (1) year of the execution of this MOA, one (1) additional panel will be
27 added to the exhibit to describe the BLC Project design and its Section 106 consultation. At a minimum,
28 the exhibit will remain in the NASM for two (2) years after the day the BLC is formally opened to the
29 public.
30

31 C. Section 106 Project Archive: The Construct Integrated BLC Project Section 106 public webpage will be
32 archived to create a complete record of consultation on the Project. The webpage will be archived by
33 the Smithsonian Institution Archives and will become part of the *Smithsonian Institution Websites*
34 collection. The archived Section 106 project webpage will be accessible through the Architectural
35 History and Historic Preservation (SI AHHP) webpage or otherwise be made permanently available to the
36 public through SI Archives. Archiving will be complete within one (1) year of the execution of this MOA.
37

38 D. Cultural Landscape Report: In coordination with the National Park Service and the DC SHPO, the SI will
39 prepare a Cultural Landscape Report (CLR) for the National Mall Historic District east of 15th Street NW.
40 The CLR will be a comprehensive document that describes the history and significance of the SI
41 museums and the National Mall landscape settings and identifies recommended treatment plans for
42 these features. The CLR will provide guidance on how to manage the landscapes while considering their
43 cultural and historical value and ensure preservation of significant viewsheds and vistas. The CLR will
44 recommend boundary definitions between the SI sites and the National Mall landscape. The CLR
45 deliverable will be formatted to permit the future completion of the western half of the National Mall
46 Historic District. The CLR will be completed within four (4) years of the execution of this MOA, and will
47 accessible through the SI AHHP webpage or otherwise be made available to the public
48

1 E. Preservation Periodical: The SI AHHP publishes a biannual newsletter to connect with individuals that
2 have an interest in providing input on current and future SI projects with potential to affect historic
3 properties; learning more about historic properties under the SI's jurisdiction; and engaging in a dialogue
4 on related topics. Each future issue of the newsletter will incorporate a BLC construction progress
5 update for the complete duration of the Project which summarizes all developments that relate to
6 historic preservation topics.

7 8 **3. DESIGN CONSULTATION** 9

10 The SI will consult with the Signatories regarding any design changes to the Project's scope as shown in
11 the Exhibits, and any modifications recommended by NCPC and/or the CFA after final approval.
12 Consultation will be carried out as follows:

13
14 A. The SI will review any proposed changes and propose a determination as to whether the
15 revised design may result in new adverse effects that have not already been resolved and/or the
16 intensification of known adverse effects to historic properties.

17
18 B. The Project site has been previously disturbed and construction will occur within the NASM's
19 footprint. Should cultural resources or unanticipated historic fabric be identified during the
20 implementation of the Project, or any actions taken pursuant to this MOA, the SI shall ensure
21 that reasonable efforts are made to avoid, minimize or mitigate adverse effects to such
22 resources, and shall consult the DC SHPO to resolve any unavoidable adverse effects pursuant to
23 36 CFR § 800.6.

24
25 C. The SI shall contact each Signatory via telephone to provide advanced notice of proposed
26 changes and forthcoming effect determinations prior to forwarding, via electronic format, its
27 determination in Stipulation 3.A. and the revised design to the Signatories for a fourteen (14)
28 calendar day review and comment period.

29
30 D. If the SI determines that no new adverse effects may result or no known adverse effects on
31 historic properties will be intensified and a Signatory objects in writing within the fourteen (14)
32 calendar day review period, the SI will notify the Signatories and consult with the objecting party
33 and the other Signatories who elect to participate in the consultation to seek ways to resolve the
34 objection. If SI determines that the objection cannot be resolved after a thirty (30) day
35 consultation period, or another time period agreed upon by all Signatories, the SI will follow the
36 procedures in the Dispute Resolution stipulation of this MOA.

37
38 E. If the SI determines that a new adverse effect may result or a known adverse effect will be
39 intensified, the SI shall immediately advise the Signatories and consult to avoid, minimize, or
40 mitigate the new or intensified adverse effect. If the SI determines that unavoidable adverse
41 effects on historic properties will result or be intensified after a thirty (30) day consultation
42 period, or another time period agreed upon by all Signatories, the Signatories shall determine
43 whether an Amendment to this MOA is warranted to identify additional measures that will be
44 carried out to avoid, minimize, or mitigate any new or intensified adverse effects.

45 F. If the MOA is amended, SI will notify the Consulting Parties and provide or post the
46 Amendment to a SI webpage.

47 48 **4. MONITORING AND REPORTING**

Each year, by the anniversary date of the last signature on this MOA until it expires or is terminated, the SI will provide the Signatories a summary report detailing work undertaken pursuant to the terms of the MOA. Such report will include any proposed scheduling changes, any encountered or anticipated problems, and a summary of any disputes or objections received in the SI's efforts to carry out the terms of this MOA pursuant to its Dispute Resolution clause. A Signatory may request the SI will convene a meeting with the Signatories to discuss the annual report. Failure to provide such summary report may be considered non-compliance with the terms of the MOA pursuant to the Amendments and Non-Compliance stipulation of this MOA.

5. QUALIFICATIONS

SI will ensure that all historic preservation work performed on its behalf pursuant to this MOA will be accomplished by, or under the direct supervision of a person or persons who meet(s) or exceed(s) the pertinent qualifications cited in the Secretary of the Interior's Professional Qualifications Standards.

6. ANTI-DEFICIENCY ACT

The SI's obligations under this MOA are subject to the availability of appropriated funds, and the stipulations of this MOA are subject to the provisions of the Anti-Deficiency Act. The SI will make reasonable and good faith efforts to secure the necessary funds to implement its obligations under this MOA. If lack of appropriated funds or compliance with the Anti-Deficiency Act alters or impairs the SI's ability to implement its obligations under this MOA, the SI will consult in accordance with the Amendments and Non-Compliance stipulation, and if necessary, the Termination stipulation.

7. AMENDMENTS AND NON-COMPLIANCE

This MOA may be amended when such an amendment is agreed to in writing by all Signatories. The amendment will be effective on the date a copy signed by all the Signatories is filed with the ACHP. If the Signatories cannot agree to appropriate terms to amend the MOA, any Signatory may terminate the MOA in accordance with the Termination stipulation of this MOA.

8. DISPUTE RESOLUTION

Should any Signatory or Consulting Party object at any time to any action proposed or the manner in which the terms of this MOA are implemented, SI shall consult with the Signatories to resolve the objection. If a resolution cannot be reached after a thirty (30) day consultation period, or other time period agreed upon by all Signatories, and the SI determines the objections cannot be resolved, the SI will:

A. Forward all documentation relevant to the dispute, including the SI's proposed resolution, to the ACHP. The ACHP will provide the SI with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the SI will prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP and Signatories and provide them with a copy of this written response. The SI will then proceed according to its final decision.

B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day period, the SI may make a final decision on the dispute and proceed accordingly. Prior to reaching a

1 final decision, the SI shall prepare a written response that takes into account any timely
2 comments regarding the dispute from the Signatories to the MOA and provide them and the
3 ACHP with a copy of such written response.
4

5 C. The SI's responsibility to carry out all other actions subject to the terms of this MOA that are
6 not the subject of the dispute remain unchanged.
7

8 **9. TERMINATION**

9

10 If any Signatory to this MOA determines that its terms cannot or are not being properly implemented,
11 that Signatory shall immediately consult with the other Signatories to identify actions that would
12 remedy the situation, potentially including an amendment per the Amendments and Non-Compliance
13 stipulation of this MOA. If the Signatories cannot reach agreement on an amendment within thirty (30)
14 days (or another time period agreed to by all Signatories), any Signatory may terminate the MOA upon
15 written notification to the other Signatories. Once the MOA is terminated, and prior to work continuing
16 on the undertaking, the SI must either (a) execute a new MOA pursuant to 36 CFR § 800.6, or (b)
17 reinstate consultation on the unfinished components of the undertaking pursuant to 36 CFR § 800 and
18 applicable sections of the terminated MOA. The SI will notify the Signatories as to the course of action it
19 will pursue.
20

21 **10. ELECTRONIC COPIES**

22

23 Within one week of the last signature on this MOA, the SI will provide the Signatories with one legible,
24 color, electronic copy of the fully executed MOA and all attachments fully integrated into one,
25 single document. Internet links will not be used to provide copies of attachments. If the electronic copy
26 is too large to send by e-mail, the SI will provide the Signatories with a copy of this MOA on a compact
27 disc or other electronic format.
28

29 **11. DURATION**

30

31 This MOA will be in effect for nine (9) years from the date of its execution. Prior to such time, the SI may
32 consult with the Signatories to reconsider the terms of the MOA and amend it in accordance with the
33 Amendments and Non-Compliance stipulation of this MOA.
34

35 Execution of this MOA by the Signatories and the implementation of its terms evidences that the SI has
36 taken into account the effects of the Construct Integrated Bezos Learning Center Project on historic
37 properties, and afforded the ACHP a reasonable opportunity to comment.
38

39 **SIGNATURES FOLLOW ON SEPARATE PAGES**
40
41

42 **EXHIBITS**

43

44 Exhibit A – Bezos Learning Center Design
45 Exhibit B – List of Consulting Parties
46 Exhibit C – Summary of Consulting Parties and Public Meetings
47 Exhibit D – Assessment of Effects Report Summary
48 Exhibit E – Assessment of Effects Report

SIGNATURE PAGE
MEMORANDUM OF AGREEMENT
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THE CONSTRUCT INTEGRATED BEZOS LEARNING CENTER PROJECT

FOR THE SMITHSONIAN INSTITUTION

Ronald S. Cortez, JD, MA Date
Under Secretary for Finance and Administration/Chief Financial Officer

SIGNATURE PAGE
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FOR THE DC STATE HISTORIC PRESERVATION OFFICER

David J. Maloney

DC State Historic Preservation Officer

Date

SIGNATURE PAGE
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FOR THE NATIONAL CAPITAL PLANNING COMMISSION

Marcel C. Acosta
Executive Director

Date

SIGNATURE PAGE
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FOR THE ADVISORY COUNCIL ON HISTORIC PRESERVATION

Reid Nelson
Executive Director

Date

Exhibit A – Bezos Learning Center Design



NASM site plan, with BLC Addition and east terrace landscape at right.



BLC Addition and exterior Learning Courtyard, north aerial rendered view. NASM visible at right.



BLC Addition and Phoebe Waterman Haas Public Observatory, south rendered view.



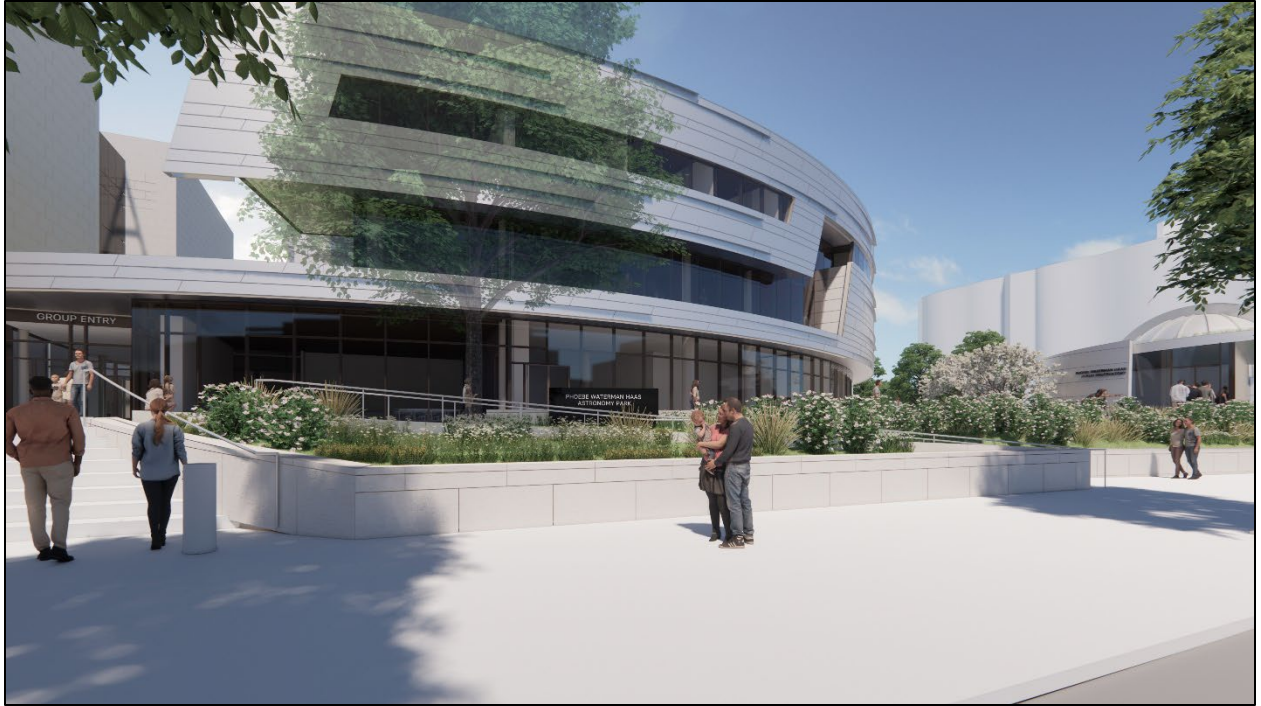
BLC Addition and Phoebe Waterman Haas Public Observatory, rendered view near the NASM site's southeast corner.



1
2 BLC Addition, Phoebe Waterman Haas Public Observatory, and Astronomy Park, northeast aerial
3 rendered view.
4



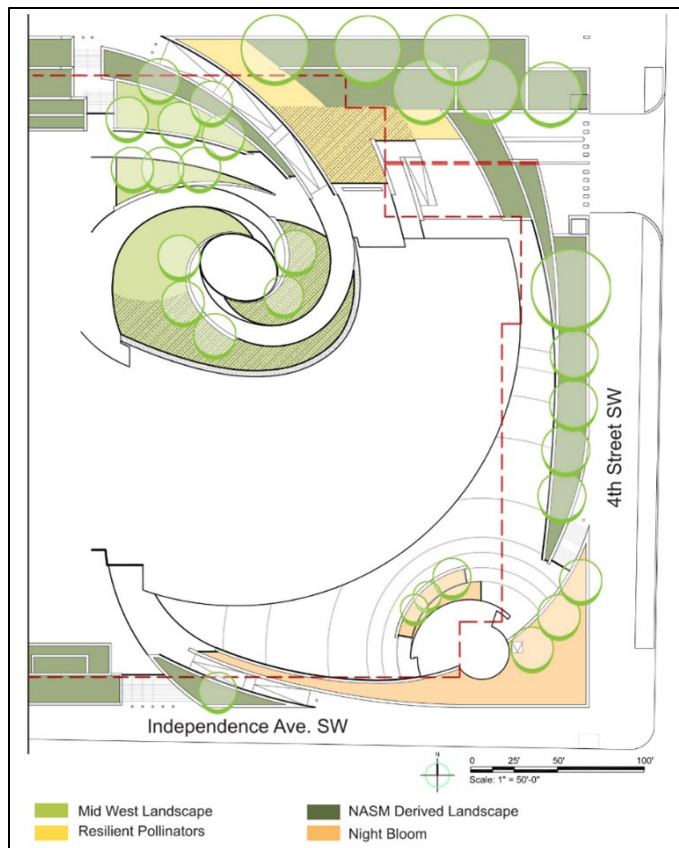
5
6 BLC Addition metal cladding finish samples, placed against Colonial Rose granite on the NASM building,
7 February 2025. Selected finish (Titanium) at left, noted with a red arrow.
8



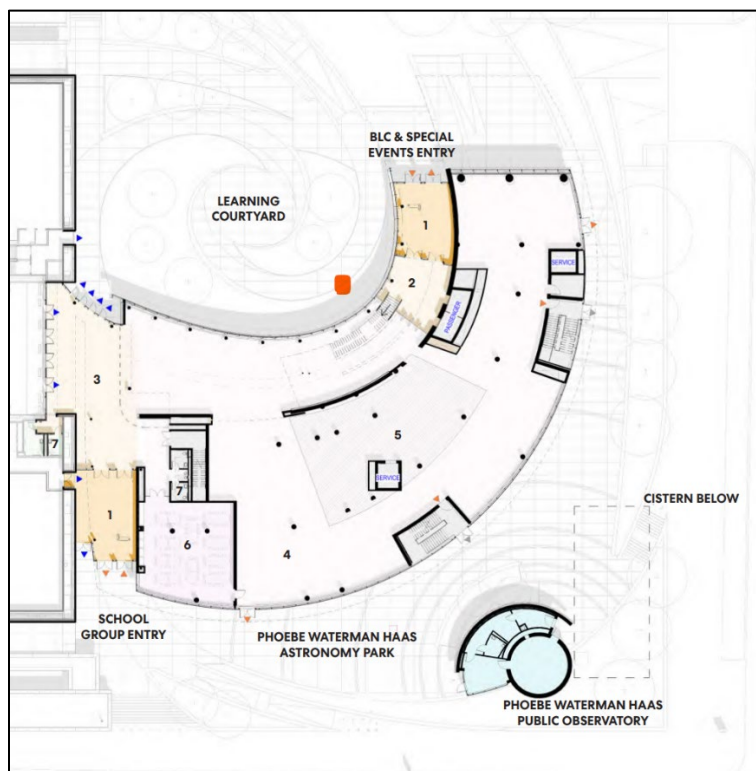
1
2 Signage program, noting signage over the NASM Group Entry, adjacent to the Haas Observatory
3 entrance, and in the landscape. Rendered view from Independence Avenue.
4



5
6 BLC Addition east elevation with integrated façade lighting within the BLC Addition's metal panels,
7 rendered at night.
8
9



BLC Addition and east terrace landscape plan.



BLC Addition and east terrace site plan. Location for the exterior interpretive signage panel noted in red.

Exhibit B – List of Consulting Parties *

Review Agencies

National Capital Planning Commission
U.S. Commission of Fine Arts

State Historic Preservation Office

DC State Historic Preservation Office

Public Agencies

Advisory Council on Historic Preservation
Architect of the Capitol
DC Office of Planning
District Department of Energy and the Environment
District Department of Transportation
Environmental Protection Agency
General Services Administration
National Gallery of Art
National Park Service
Washington Metropolitan Area Transit Authority

Interested Parties

Committee of 100 on the Federal City
Docomomo US
DowntownDC
Eisenhower Memorial Commission
National Trust for Historic Preservation
Southwest Business Improvement District
Southwest Neighborhood Assembly
Trust for the National Mall

Local Elected Representatives

Advisory Neighborhood Commission 2C
Advisory Neighborhood Commission 6D

* Names of private individuals that participated in Section 106 consultation are not included for privacy concerns.

Exhibit C – Summary of Consulting Parties and Public Meetings

Public Meeting Date	Meeting Summary
1. August 9, 2023	First public consultation meeting, which introduced the BLC Project scope and coordination with the ongoing NASM Revitalization construction project. To initiate Section 106, the SI proposed a draft APE and provided an overview of the NASM's Determination of Eligibility for the NRHP. The meeting reviewed the NASM's character defining features and how the NASM contributes to the National Mall Historic District. The design team reviewed the Project's contextual framework including adjacent greenspaces, buildings, and how the Project site is visible within contributing and significant viewsheds and vistas.
2. November 1, 2023	Second public consultation meeting paired with a NEPA public scoping meeting. The Project purpose and need were reviewed, and the resources identified and dismissed for analysis in the Environmental Assessment. At this meeting, the BLC Addition's overall height was reduced 10' and the second floor connection to the NASM was eliminated. The design team presented the spiral galaxy concept behind the BLC Addition's form and landscape. Two alternatives were reviewed for the landscape concept, a spiral organization that works with the BLC form, or an orthogonal concept to relate to the NASM's tiered site planters and walls.
2.a. November 6, 2023	Public site tour of the Project. Attendees toured the NASM site and significant National Mall and other viewsheds to consider the visibility and impacts of the addition.
3. February 26, 2024	Third public consultation meeting, focused on design development. The BLC Addition form previously sloped up toward the NASM, this was revised to slope towards the museum. The south and east elevations previously were solid; this was revised to include bands of fenestration. Two alternatives were reviewed for the BLC Addition's connection to the NASM, referred to as infill and gap spacing. Spiral landscape alternative was identified as preferred. Three alternatives for the metal cladding metal fin shape and placement were presented, with the tapered fin identified as preferred.
4. July 24, 2024	Fourth public consultation meeting introduced the preliminary Assessment of Effects (AOE) on Historic Resources report. The report was reviewed and made available for consulting parties' comments through August 21, 2024. Meeting covered design developments including the metal panel module and simplification of the tapered fin detailing. Two alternatives for the southwest termination of the BLC Addition's façade cladding were reviewed.
4.a. September 20, 2024	Public site meeting to review materials samples, including metal cladding panels finish colors, storefront system finish colors, and stone for the Learning Courtyard benches. Consulting Parties preferred a "Titanium" finish color for the cladding panels but recommended reducing its yellow tone. Consulting Parties supported the preferred mullion finish colors and "Rainbow" granite for the benches.
5. October 30, 2024	Fifth public consultation meeting reviewed updates made to the AOE report in response to comments. The integral façade lighting required further evaluation before finalizing the effect determination. Landscape design progress was reviewed on plant species and hardscape details. Three alternatives were

	reviewed for the southwest termination of the BLC Addition's façade cladding; the Option 2 Angle Back was selected as preferred. Design of the glazed spiral concourse section of the addition was simplified. A summary of the September 20 th site visit was provided for Consulting Parties that could not attend. Joints between the metal cladding panels were adjusted to match the NASM's stone pattern. The Observatory design was reviewed, with suggestions to remove an adjoining curved retaining wall.
6. December 12, 2024	This public meeting was held during the comment period for the Draft EA. The EA comment period was held November 12-December 20, 2024. This meeting reviewed the No Action and Action Alternatives and associated NEPA analysis.
7. March 11, 2025	Sixth public consultation meeting reviewed the final design progress for the BLC Addition exterior, including cladding panel finish color refinement and roofscape simplification. Cladding for the guardhouses, Learning Courtyard design updates, landscape, and Astronomy Park programming were also reviewed. Initial minimization and mitigation measures were introduced to assist the SI in preparation of a Section 106 MOA. Consulting Parties were briefed on the review timeline for the MOA.
8. April 29, 2025	Seventh public consultation held during the public comment period to review the draft MOA.

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Exhibit D – Assessment of Effects Report Summary

	Resource	Adverse Effect	Item/Feature	Resolution
National Air and Space Museum	Design and Form	Adverse Effect	Spiral design and form, dynamic integrated façade lighting	
	Solid/Void Pattern	No Adverse Effect	N/A	N/A
	Recessed Glazed Openings/Marble Wall Panels	Adverse Effect	Partially obscures the east elevation	Minimized by glazed hyphen and skylight, with east elevation to visible.
	Signage	No Adverse Effect	N/A	N/A
	Terraces/Planting Beds/Retaining Walls	Adverse Effect	Further loss of terraces, planting beds, and retaining walls flanking garage and along Fourth Street, SW	Minimized by only impacting the very east end of the NASM site.
	Garage Openings	Adverse Effect	Alters original feel of the ramps by diminishing their size	
	Interior	No Adverse Effect	N/A	N/A
	Landscape	No Adverse Effect	N/A	N/A
	Cumulative Impacts	Adverse Effect		Minimized by enhancing NASM's ability to display their collections and further education.
National Mall Historic District	New Construction	Adverse Effect	Alteration to the setting and addition of dynamic façade lighting	Minimized by the distinctive and carefully conceived design.
	Viewsheds and Vistas	No Adverse Effect	N/A	N/A
	Cumulative Impacts	Adverse Effect	Continued changes to the setting and light pollution impacts at night	
L'Enfant Plan	New Construction	No Adverse Effect	N/A	N/A
LBJ Building	Adjacent New Construction	No Adverse Effect	N/A	N/A
Social Security Building	Adjacent New Construction	No Adverse Effect	N/A	N/A
US Capitol and Grounds and Grant Memorial	Adjacent New Construction	No Adverse Effect	N/A	N/A
National Gallery of Art East and West Wings	Adjacent New Construction	No Adverse Effect	N/A	N/A
Remaining Resources within the APE	Adjacent New Construction	No Adverse Effect	N/A	N/A

- 1 **Exhibit E – Assessment of Effects Report**
- 2 (Not appended for draft MOA review)