

**APPENDIX C:**

Draft Memorandum of Agreement



**MEMORANDUM OF AGREEMENT AMONG  
THE FEDERAL HIGHWAY ADMINISTRATION,  
THE NATIONAL PARK SERVICE,  
THE MARYLAND STATE HISTORIC PRESERVATION OFFICER  
AND THE MARYLAND STATE HIGHWAY ADMINISTRATION  
PURSUANT TO 36 CFR 800 REGARDING  
CONSTRUCTION OF THE MD 4/SUITLAND PARKWAY  
INTERCHANGE  
IN PRINCE GEORGE’S COUNTY, MARYLAND**

WHEREAS, the Federal Highway Administration (FHWA) proposes to assist the Maryland State Highway Administration (MD SHA) with the improvements to the MD 4/Suitland Parkway Interchange in Prince George’s County (Undertaking); and

WHEREAS, after detailed study of alternatives, the MD SHA has selected the following Preferred Alternative for construction: MD 4/Suitland Parkway Diamond Interchange with a directional ramp; and

WHEREAS, the FHWA has determined that the Undertaking will have an adverse effect on Suitland Parkway (MIHP No. PG: 76A-22), which is listed in the National Register of Historic Places (NRHP) under Criteria A and C; and

WHEREAS, the FHWA has consulted with the Maryland State Historic Preservation Officer (MD SHPO) pursuant to 36 CFR Part 800, the regulations implementing Section 106 of the National Historic Preservation Act (16 USC 470f); and

WHEREAS, pursuant to 36 CFR §800.6, FHWA has invited the National Park Service (NPS) to participate as a consulting party and to concur in this Memorandum of Agreement (MOA); and

WHEREAS, the NPS owns in fee the property on the west side of MD 4 which contains the Suitland Parkway including the MD 4 directional ramp, and will undertake a land exchange with the MD SHA of lands in the amount of 7.0 Acres required for construction, operations and maintenance of the bridges, ramps and landscaping; will issue a permit for construction of the interchange; and will issue an Archeological Resources Protection Act (ARPA) permit, if needed; all constituting Federal undertakings by the NPS; and

WHEREAS, the NPS owns in fee the property which contains and will continue to contain the Suitland Parkway bridge over the Joint Base Andrews’ North Gate ramps, and will undertake a temporary transfer of jurisdiction, for nine (9) years including four years of construction and five years for post-construction landscape maintenance, for access and construction to the MD SHA of lands in the amount of 9.5 Acres, also all constituting a Federal undertaking by the NPS, and

WHEREAS, the MD SHA has participated in consultation, has responsibilities for implementing stipulations under this MOA, and has been invited to be a signatory to this MOA; and

WHEREAS, the MD SHPO agrees that fulfillment of the terms of this MOA will satisfy the responsibilities of any Maryland state agency under the requirements of the Maryland Historical Trust Act of 1985, as amended, State Finance and Procurement Article §§ 5A-325 and 5A-326 of the Annotated Code of Maryland, for any components of the Undertaking that require licensing, permitting, and/or funding actions from Maryland state agencies; and

WHEREAS, the FHWA has notified the Advisory Council on Historic Preservation (Council) of the adverse effect determination, and it has declined to participate in the consultation; and

WHEREAS, the MD SHA held a public meeting on April 12, 2008, and notified the public through newsletter(s) and posting of NEPA documentation on the SHA Project and NPS PEPC websites; and

NOW THEREFORE, the FHWA, NPS, MD SHPO and MD SHA agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

#### STIPULATIONS

FHWA and MD SHA will ensure that the following measures will be implemented::

**I. Mitigation Measures for Suitland Parkway (MIHP No. PG:76A-22)**

- A. Treatment of Historic Suitland Parkway Bridge over Entrance Ramp to Joint Base Andrews North Gate and Ramp Salvage and Reuse of Stone
  1. MD SHA shall require its Contractor to salvage and reuse the stone cladding from the historic bridge and the stone guard wall on the ramp. Each stone will be cleaned, stockpiled and reset on the new portion of the bridge in the same manner as the historic bonding pattern. If, during removal, any stone is lost or damaged, the Contractor will be responsible for obtaining stone similar in color, size, shape and integrity to complete the design.
  2. Interim Protection of Stone – Following the removal of the stone cladding from the historic bridge and wall, the Contractor will be responsible for storing the cleaned stone in a secure location until it is reset on the historic Suitland Parkway Bridge.
  3. New Stone for Suitland Parkway Bridge and Ramp -- If it is not possible to remove the stone cladding from the historic bridge and/or wall, MD SHA shall require its Contractor to obtain new stone for the cladding that matches the original in color, size and shape from the quarry originally used by the NPS.

4. Selection of Stone for Suitland Parkway Bridge and Ramp Wall
  - 1) The Contract documents will
    - a. Require that the Contractor obtain stone from a Maryland quarry which has previously supplied stone for the masonry work on the Suitland Parkway bridges; and
    - b. FHWA and MD SHA will provide NPS and MD SHPO with the opportunity to make the stone selection. The name of the stone quarry will be included in the Contract Documents.
  - 2) Any stone that is purchased will be selected based upon a comparison by FHWA, NPS, MD SHPO and MD SHA of the original stone on the Suitland Parkway Bridge as specified in the Contract Documents.
  - 3) In the event that MD SHA is unable to provide comparable stone, MD SHA will make an effort to find an alternative supplier with NPS approval.
  - 4) Mortar Joints – The mortar used by the Contractor to reset the stone cladding on the south side of the historic Suitland Parkway Bridge will match in color and texture the original mortar on the south side of the bridge, will have greater vapor permeability and be softer (measured in compressive strength) than the masonry units, and will be recessed to the same depth from the stone surface as the current mortar on the south side of the bridge.
  - 5) Qualified Mason – All work resetting the stone façade on the historic bridge will be completed by a mason who has a minimum of five (5) years of experience with repointing of historic masonry bridges (NPS Preservation Brief 2).
  - 6) Samples of Bonding Pattern and Mortar – MD SHA shall make three samples of the historic bridge’s bonding pattern and mortar available to the MD SHPO and NPS for inspection and approval prior to installation by the qualified Mason. Information about the requirements for the three samples and notification of the parties will be found in the Contract Documents.
  - 7) Contract Documents –The requirements of Stipulations 1)a)(1)-(6) will be included in MD SHA’s Project Construction Contract and Plans.
- B. Treatment of New Bridge within Suitland Parkway Boundary over Exit Ramp from Joint Base Andrews North Gate (Bridge No. 1630000, Ramp D over Ramp J)
  - 1) New Bridge Design – MD SHA will design a concrete slab bridge for the MD 4 Directional Ramp D over Ramp J within the Suitland Parkway’s NRHP boundary and the exterior of the parapets as well as the abutments will be clad with a stone and mortar bonding pattern that is similar to, but does not replicate the pattern of the historic Suitland Parkway Bridge.

2. Stone Cladding – MD SHA will provide new stone for the cladding that is similar to color, size and shape of the stone used for the historic Suitland Parkway Bridge.
  - a) Any stone that is purchased will be selected based upon a comparison by FHWA, NPS, MD SHPO and MD SHA of the original stone on the Suitland Parkway Bridge as specified in the Contract Documents.
  - b) The name of stone required will be included in MD SHA’s Contract Documents, and the stone will be purchased from the same quarry as any stone for the Suitland Parkway bridge.
3. Samples of Bonding Pattern and Mortar – MD SHA shall make three samples of the new bridge’s bonding pattern and mortar available to the MD SHPO and NPS for inspection and approval prior to installation by the Mason.
4. Qualified Mason – All work setting the stone façade on the new bridge will be completed by a Mason who has at least five (5) years of experience with the pointing of stone structures.
5. Contract Documents -- The requirements of Stipulations 1)b)(1)-(4) will be included in SHA’s Project Construction Contract and Plans.

**C. Vegetation Maintenance**

1. New Landscaping within Suitland Parkway Boundary – MD SHA shall, in consultation with the MD SHPO and NPS, develop and implement a landscape plan to provide an appropriate vegetative buffer within the MD 4/Suitland Parkway Interchange, consistent with the proposal entitled “Suitland Parkway Landscape Plan.” The proposed trees and vegetation on NPS lands have been selected from a list provided by NPS. The Suitland Parkway Landscape Plan will incorporate grading and planting trees, shrubbery and other plants that are visually and historically compatible with the existing historic landscape of the Suitland Parkway.
2. Vegetation Maintenance – MD SHA shall, in consultation with the MD SHPO and NPS, develop and implement a five year vegetation maintenance plan that will include an invasive plant removal plan for the area within the MD 4/Suitland Parkway project limits. The “Vegetative Removal Plan” will be provided separately from the interchange landscape plans.
3. Implementation – MD SHA shall implement the approved landscape maintenance plans after the completion of construction of the Undertaking, and shall start the work following the completion of the Interchange construction. The landscape installation will commence as soon as seasonal planting is recommended.

4. Maintenance – MD SHA will maintain the newly planted landscape features for five (5) years following installation. Maintenance will include, but is not limited to replacing dead plants in-kind and watering, monitoring and removal of invasive species.
5. Pedestrian Trail – MD SHA shall provide a bicycle trail along westbound Suitland Parkway from Presidential Parkway to Old Marlboro Pike. A plan for the trail will be provided to the MD SHPO and NPS with the 90% final design plans for review.
6. Decorative Fencing – MD SHA shall provide decorative safety fencing along the parapets of the Suitland Parkway Bridge over MD 4 (SHA Bridge No. 1629700) outside the Suitland Parkway NRHP Boundary.
7. Decorative Finish – Outside of the Suitland Parkway NRHP boundary, MD SHA shall provide a surface applied stain to the exterior bridge concrete surfaces on the MD 4 ramps visible from Suitland Parkway and other aesthetic treatments to the median on Suitland Parkway over MD 4 consistent with the historic nature of the Suitland Parkway.
8. Traffic Barrier – MD SHA shall provide a steel-backed timber traffic barrier within the Suitland Parkway NRHP boundary.
9. Highway Signage – MD SHA shall provide design and location information for any highway signs within the Suitland Parkway NRHP boundary.
10. Landscape Plans – MD SHA shall provide the landscape plan and the vegetation removal plan.
11. Lighting – MD SHA shall provide the type of lighting within the Suitland Parkway NRHP boundary and each location.
12. Utilities – MD SHA shall provide design and location information for any utilities within the Suitland Parkway NRHP boundary.
13. MD 4/Suitland Parkway Interchange Design Plan Review – MD SHA shall provide a copy of the interchange design plans, including the designs for the historic bridge, new bridges and ramps, lighting and landscaping, as part of the 90% final design plans for approval by the MD SHPO and NPS. If the MD SHPO and/or the NPS do not provide approval of the plans within 30 calendar days after receipt of said plans, SHA may assume concurrence and may proceed with the project. The 90% plans will address the following features:

II. **Modifications** – MD SHA shall coordinate any change, modification, or refinement to the design or scheduling of this Undertaking that may potentially impact the viewshed of the Suitland Parkway with the MD SHPO and the NPS at that time, in accordance with the provisions of Stipulation 2 below.

III. **Design Development, Alignment Modifications and Ancillary Activities**

A. The project may result in unforeseen effects on other historic properties due to changes made during design development, alignment modifications, or as a result of

associated ancillary activities including, but not limited to: construction staging areas, stormwater management facilities, wetland mitigation areas, reforestation areas, environmental stewardship activities, or other actions. All design and construction elements that may affect historic properties will be subject to review and concurrence by the MD SHPO and the NPS. The FHWA and the MD SHA will ensure that avoidance of adverse impacts to historic properties is the preferred strategy and will utilize all feasible, prudent, and practicable measures to avoid adverse impacts.

1. Should activities be added to the Undertaking for which cultural resources studies have not been completed, the MD SHA shall ensure that consultation ensues with the MD SHPO, the FHWA, NPS, and other relevant consulting parties as appropriate, and that all required cultural resources studies are implemented in accordance with the applicable performance standards in Stipulation V and with the following procedures:

- a) Identification -- The MD SHA professional cultural resources staff shall review any additions or changes to the project and implement identification investigations as necessary to identify any historic properties that may be impacted by the proposed activity or alignment modification. The MD SHA shall provide all completed information to the MD SHPO, the FHWA, NPS, and relevant consulting parties under this MOA for review and comment.
- b) Evaluation -- The MD SHA shall evaluate all cultural resources identified in the areas inventoried under Stipulation II.(1)a) in accordance with 36 CFR 800.4(c) to determine their eligibility for the National Register of Historic Places. The MD SHA shall provide the results of any such evaluation efforts to the MD SHPO, the FHWA, NPS, and relevant consulting parties for review and comment.



(1) Treatment -- Should any property eligible for inclusion in the National Register of Historic Places be identified under Stipulation II.(1)a), the MD SHA shall make a reasonable and good-faith effort to avoid adversely impacting the resource(s) by relocating or modifying the proposed action. If adverse impacts effects are unavoidable, the MD SHA, the FHWA, the MD SHPO, NPS and relevant consulting parties shall consult in accordance with 36 CFR 800.6 to resolve adverse effects on National Register-eligible historic properties. The FHWA shall solicit the participation of the Council. If adverse effects are unavoidable, the MD SHA, the FHWA, the MD SHPO, NPS and relevant consulting parties shall develop and implement appropriate treatment options in a Memorandum of Agreement. The FHWA and the MD SHA shall implement the mitigation plan once the MD SHPO concurs with the plan. The MD SHA shall ensure that any resulting cultural resources work is accomplished in accordance with the relevant performance standards in Stipulation VI.A.

#### **IV. Unanticipated Discovery of Historic Properties**

- A. Prior to the construction/implementation phase of the project, and before all/any ground disturbing activities occur within lands owned by the NPS, specifically National Capital Parks-East/Suitland Parkway, the SHA Archaeologist will hire an archaeological contractor meeting the Secretary of Interior's Standards, and will apply for an ARPA permit through the NPS NCR Regional Archaeologist in case of any inadvertent discovery due to project construction. The SHA Archaeologist and the archaeological contractor shall be available to conduct any required archaeological investigations on NPS lands, under the direction of the Park Archaeologist and the Regional Archaeologist.
- B. Should any human remains be encountered, all construction excavations will immediately stop, and the SHA Construction Engineer shall immediately notify the Park Superintendent (202) 692-6000, Park Archaeologist (202) 692-6038, Regional Archaeologist (202) 619-7280, MD SHPO (410-514-7630), and the SHA Archaeologist (410) 545-2878. The Park Superintendent, in consultation with the Park and Regional Archaeologists, and Maryland SHPO, shall determine the appropriate course of action, following the Department of the Interior's guidelines on human remains.
- C. Should any previously unidentified archaeological sites or materials be encountered, excavations will stop and the Park Superintendent, Park Archaeologist, Regional Archaeologist, Maryland SHPO, and the SHA Archaeologist will be notified immediately. The Regional and Park Archaeologists will determine the appropriate course of action with the SHA Archaeologist; additional specifications are spelled out by the NPS in the "Special Stipulations" section of the approved ARPA permit that will be issued by the Regional Director, and within the "Plan for Treatment of Unanticipated Historic Properties on Lands owned by the NPS," which are included with this

Agreement as “Appendix A” and shall be included within the Undertaking’s Special Provisions.

D. All artifacts, specimens, and samples recovered from property that is at the time owned or under the jurisdiction of NPS as a result of investigations conducted pursuant to this MOA are the property of the NPS and will be documented, curated, and conserved, as necessary, according to the standards found in 36 CFR 79, *Curation of Federally-Owned and Administered Archaeological Collections*; the *National Park Service Museum Handbook, Part 1*; and the requirements of the NPS’s Regional Archaeology Program for the storage of objects at the Museum Resource Center. The artifacts, specimens, and samples will be turned over to the NPS upon completion of any archaeological analysis performed as part of this MOA.

**V. Archeological Resource Protection Act (ARPA) Permit**

A. In accordance with the provisions of the Archeological Resource Protection Act (ARPA), SHA shall obtain an ARPA Permit prior to the start of construction so that archeological work may be undertaken under the terms of Stipulation 2.(a) or Stipulation 3, if warranted.

**VI. Performance Standards**

A. Professional Qualifications – The MD SHA shall ensure that all cultural resources work performed pursuant to this MOA is carried out by or under the direct supervision of a person or persons meeting at a minimum the Professional Qualifications Standards set forth in the Secretary of the Interior’s Standards for Architectural History and Archeology (36 CFR Part 61).

B. Standards and Guidelines - The MD SHA shall ensure that all cultural resources work carried out pursuant to this agreement shall be conducted in a manner consistent with the principles and standards contained in the documents (and subsequent revisions thereof) listed below:

- *Secretary of the Interior’s Standards and Guidelines for Archeology and Historic Preservation (48 FR 44716-44742) (1983 and successors);*
- *Standards and Guidelines for Archeological Investigations in Maryland (Shaffer and Cole 1994);*
- *Standards and Guidelines for Architectural and Historical Investigations in Maryland (Maryland Historical Trust, 2000);*
- *Guidelines and Resources for Compliance-Generated Determinations of Eligibility (DOEs) (Maryland Historical Trust, 2009);*
- *Advisory Council on Historic Preservation – Section 106 Archaeology Guidance (ACHP 2007);*
- *Recommended Approach for Consultation on Recovery of Significant Information from Archaeological Sites (ACHP 2007) (64 FR 27085-27087);*
- *the Annotated Code of Maryland, Title 10 Subtitle 4, §10-401 through §10-404;*

- *Guidelines for Applying the National Register Criteria for Evaluation, National Park Service Bulletin 15;*
- *Secretary of Interior's Standards for the Treatment of Historic Properties with Guidelines for the Treatment of Cultural Landscapes (1996).*
- *Preservation Brief 2: Repointing Mortar Joints in Historic Masonry Buildings (<http://www.nps.gov/tps/how-to-preserve/briefs/2-repoint-mortar-joints.htm>)*

VII. Curation - The MD SHA shall ensure that all materials and records generated by archeological work conducted on non-NPS owned lands pursuant to the Agreement, including but not limited to recovered artifacts, field notes and forms, photographs, maps, and reports, for which legal title can be obtained, shall be submitted to the MD SHPO for curation in accordance with 36 CFR Part 79. The MD SHA and NPS shall ensure that all materials and records generated by archeological work conducted on NPS owned lands pursuant to the Agreement, including but not limited to recovered artifacts, field notes and forms, photographs, maps, and reports, shall be curated by the NPS National Capital Region Museum Resource Center in Landover, Maryland in accordance with 36 CFR Part 79 and the Archeology Laboratory Manual of the NPS Regional Archeology Program, National Capital Region.

**VII. Administration**

A. Resolution of Objections by the Signatories - Should the MD SHPO, or any of the signatories to this MOA, object in writing within 30 days to any plans or actions proposed pursuant to this MOA, the FHWA shall consult with the objecting party to resolve the objection. If the FHWA determines that such objection cannot be resolved, the FHWA will:

1. Forward all documentation relevant to the dispute, including the FHWA's proposed resolution, to the Council. The Council shall provide the FHWA with its advice on the resolution of the objection within 30 days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the FHWA shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the Council, signatories and concurring parties, and provide them with a copy of this written response. The FHWA will then proceed according to its final decision.
2. If the Council does not provide its advice regarding the dispute within the 30 day time period, the FHWA may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the FHWA shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the MOA, and provide them and the Council with a copy of such written response.
3. The FHWA's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remains unchanged.

**VIII. Resolution of Objections by the Public** - At any time during implementation of the measures stipulated in this MOA, should an objection pertaining to this agreement or the effect of the undertaking on historic properties be raised by another consulting party, a concurring party to the MOA, or a member of the public, the FHWA shall notify the parties to this agreement and take the objection into account, consulting with the objector and, should the objector so request, with any of the parties to this MOA to resolve the objection.

**IX. Amendment** - If any of the signatories to this MOA believes that its terms cannot be carried out, or that an amendment to the terms must be made, that signatory shall immediately consult with the other signatories to develop amendments. If an amendment cannot be agreed upon, the dispute resolution process set forth in Stipulation VII.A will be followed.

X. **Termination** - Any signatory to this MOA may terminate it by providing thirty days written notice to the other parties, provided that the parties will consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination. Termination of this MOA will require compliance with 36 CFR 800. However, notwithstanding the aforementioned, this MOA may be terminated by the execution of a subsequent MOA that explicitly terminates or supersedes its terms.

XI. **Duration** --If the Undertaking has not been advertised within ten (10) years after the execution of the MOA, SHA shall undertake a review of the MOA with all the signatories to determine if the MOA remains valid. If the signatories agree that the MOA requires amendment or termination, a new agreement and consultation shall commence. The signatories may also agree to an extension for carrying out its terms.

Execution of this MOA by the FHWA, NPS, MD SHPO and MD SHA, and implementation of its terms provide evidence that FHWA has afforded the Council an opportunity to comment on the Undertaking and its effects on historic properties, and that FHWA has taken into account the potential effects of the Undertaking on historic properties.

**FEDERAL HIGHWAY ADMINISTRATION**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Gregory Murrill, Division Administrator

**MARYLAND STATE HISTORIC PRESERVATION OFFICER**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
J. Rodney Little, State Historic Preservation Officer

**NATIONAL PARK SERVICE**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Gopaul Noojibail, Acting Superintendent  
National Capital Parks -- East

**MARYLAND STATE HIGHWAY ADMINISTRATION**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Melinda B. Peters, Administrator

## Appendix A

### **Plan for Treatment of Unanticipated Historic Properties on Lands owned by the NPS, National Capital Parks-East/Suitland Parkway to be included within the Undertaking's Special Provisions**

Because the project is within an area of that may have high sensitivity for cultural resources, the construction contractor is alerted to the possibility that buried archaeological features may exist within or adjacent to the construction area. Features that might be encountered include prehistoric artifact concentrations, midden deposits, or features such as pits hearths; and historic artifact concentrations, midden deposits, or features such as wells, structure foundations, or privies.

SHA senior archaeologist Richard Ervin (410-545-2878) (the SHA Archaeologist) shall act as the archaeological liaison with the SHA Construction Engineer and shall attend the pre-construction meeting. The SHA Archaeologist shall be available to report to the job site within 24 hours of notification to inspect any archaeological features that might be discovered during construction.

#### Discoveries made within lands under the authority of the National Park Service

Prior to the start of construction, and before the start of any and all ground disturbing activities within lands owned by the NPS, specifically the National Capital Parks-East/Suitland Parkway (including all related activities such as utility work and relocations, staging or stockpiling of materials, and establishment of construction trailers and access points), the SHA Archaeologist will hire an archaeological contractor meeting the Secretary of Interior's Standards, and will apply for an ARPA permit through the NPS NCR Regional Archaeologist (Dr. Stephen Potter; 202-619-7280) in case of any inadvertent discovery due to project construction. The SHA Archaeologist and the archaeological contractor shall be available to conduct any and all required archaeological investigations on NPS lands, under the direction of the Park Archaeologist (Kate Birmingham; 202-692-6038) and the NPS Regional Archaeologist.

Should any human remains (hereafter, "Remains") be encountered during construction, all construction work in the vicinity of the Remains shall be temporarily stopped to prevent damage to the Remains, or to any additional Remains that might be present in the immediate vicinity. The SHA Construction Engineer shall immediately notify the Park Superintendent (acting, Gopaul Noojibail; 202-692-6000), Park Archaeologist, Regional Archaeologist, Maryland SHPO (Beth Cole), and the SHA Archaeologist. The SHA Archaeologist shall immediately coordinate with the archaeological contractor to inspect the Remains within 24 hours of notification. The SHA Archaeologist shall prepare a preliminary evaluation of the Remains and shall propose a plan (hereafter, "Plan") for their protection, recovery, or destruction without recovery. Construction shall be temporarily suspended in the immediate vicinity of the Remains until the archaeological investigation has been completed, as provided for in the Standard Specifications for Construction and Materials under Section TC-5.04 (Cultural Resources) and Section TC-4.04 (Work Suspension). Construction can and should continue in all other parts of the project area. If the SHA Construction Engineer determines that the feature is located in a part of the project that will affect the critical path of construction, investigations will be limited to the minimum time required to complete necessary archaeological investigations.

The SHA Archaeologist shall consult with, and shall provide the proposed Plan to, the Park Superintendent, Park Archaeologist, Regional Archaeologist, and Maryland SHPO for their review and approval. The Park Superintendent, in consultation with the Park and Regional Archaeologists, and Maryland SHPO, shall determine the appropriate course of action, following the Department of the Interior's guidelines on human remains.

Should any previously unidentified archaeological sites, artifacts, or materials (hereafter, "Resources") be encountered during construction, all construction work in the vicinity of the Resources shall be temporarily stopped to prevent damage to the Resource, or to any additional Resources that might be present in the immediate vicinity. The SHA Construction Engineer shall immediately notify the Park Superintendent, Park Archaeologist, Regional Archaeologist, Maryland SHPO, and the SHA Archaeologist for their review and approval. The SHA Archaeologist shall immediately coordinate with the archaeological contractor to inspect the Resource within 24 hours of notification. The SHA Archaeologist shall prepare a preliminary evaluation of the Resource and shall propose a plan (hereafter, "Plan") for its protection, recovery, or destruction without recovery. Construction shall be temporarily suspended in the immediate vicinity of the Resource until the archaeological investigation has been completed, as provided for in the Standard Specifications for Construction and Materials under Section TC-5.04 (Cultural Resources) and Section TC-4.04 (Work Suspension). Construction can and should continue in all other parts of the project area.

The SHA Archaeologist shall consult with, and shall provide the proposed Plan to, the Park Superintendent, Park Archaeologist, Regional Archaeologist, and Maryland SHPO. The Regional and Park Archaeologists will determine the appropriate course of action with the SHA Archaeologist; additional specifications are spelled out by the NPS in the "Special Stipulations" section of the approved ARPA permit that will be issued by the Regional Director.

Construction shall be temporarily suspended in the immediate vicinity of the resource until the archaeological investigation has been completed, as provided for in the Standard Specifications for Construction and Materials under Section TC-5.04 (Cultural Resources) and Section TC-4.04 (Work Suspension). Construction can and should continue in all other parts of the project area. If the SHA Construction Engineer determines that the feature is located in a part of the project that will affect the critical path of construction, investigations will be limited to the minimum time required to complete necessary archaeological investigations.

#### Discoveries made within lands not under the authority of the National Park Service

SHA archaeologist Richard Ervin [(410) 545-2878] shall act as liaison with the SHA Project Engineer and shall attend the pre-construction meeting. The archaeologist shall be available to report to the job site within 24 hours of notification to inspect any archaeological features discovered during construction.

If previously unrecorded archaeological features, artifacts, or other resources are discovered during construction, the contractor shall immediately notify the SHA Project Engineer, who shall coordinate with the SHA archaeologist. Work in the immediate vicinity of the archaeological resource shall be temporarily halted or modified to prevent further damage to the discovered resource, or to any unidentified resources that might be present in the immediate vicinity.



If a discovered resource cannot be avoided by construction, the SHA archaeologist shall perform a preliminary inspection of the resource to evaluate its potential eligibility to the National Register of Historic Places, and, in consultation with the Maryland State Historic Preservation Office (MD SHPO), shall develop a Treatment Plan for its protection, recovery, or destruction without recovery. The archaeological investigation may include further clearing to define the archaeological resource, photography and measured drawings, and excavation of all or part of the resource.

Construction shall be temporarily suspended in the immediate vicinity of the resource until the archaeological investigation has been completed, as provided for in the Standard Specifications for Construction and Materials under Section TC-5.04 (Cultural Resources) and Section TC-4.04 (Work Suspension). Construction can and should continue in all other parts of the project area.

Construction may resume within the area of the archaeological feature once the Treatment Plan has been approved by the MD SHPO, and all of its provisions have been successfully concluded. The SHA archaeologist shall immediately notify the SHA Project Engineer when construction may resume in any areas under a temporary work suspension.

#### Scheduling Considerations

For purposes of preparing the schedule, it is estimated that one archaeological feature may be encountered during construction, but that no suspension of work will be required. Any variation in the actual time required for such work shall be handled under Sections GP-4.04 (Variations in Estimated Quantities) and GP-4.06 (Changes). If such work affects the project schedule, additional time shall be figured on a non-compensable basis.

