

**Programmatic Agreement**  
among  
**Federal Highway Administration**  
**U.S. Army Corps of Engineers, Seattle District**  
**National Oceanic and Atmospheric Administration**  
**Washington State Historic Preservation Officer**  
**Washington State Department of Transportation**  
and  
**The Advisory Council on Historic Preservation**  
Implementing  
**Section 106 of the National Historic Preservation Act**  
for the  
**SR 520, I-5 to Medina: Bridge Replacement and HOV Project**

**WHEREAS**, the Washington State Department of Transportation (WSDOT) plans to construct the SR 520, I-5 to Medina Bridge Replacement and HOV Project (hereinafter “the Project”); and

**WHEREAS**, the integral components of the Project include:

- six lanes (two general-purpose lanes and one HOV lane in each direction);
- new structures replacing vulnerable bridges – Governor Albert D. Rosellini (Evergreen Point), west approach, and Portage Bay;
- interchanges at Montlake Boulevard and at I-5;
- a new bascule bridge across the Montlake Cut;
- a landscaped lid between Montlake Boulevard and the Lake Washington shoreline and a landscaped lid between 10th Avenue East and Delmar Drive East;
- a bicycle and pedestrian path on the I-5 overpass at East Roanoke Street; and
- a bicycle and pedestrian path from Montlake across the SR 520 bridges to the Eastside

as will be identified in *SR 520, I-5 to Medina: Bridge Replacement and HOV Project Final Environmental Impact Statement and Section 4(f) and 6(f) Evaluations* (Final EIS); and

**WHEREAS**, the U.S. Department of Transportation, Federal Highway Administration (FHWA) plans to provide assistance to the Project pursuant to the Federal-aid Highway Program as described in Title 23 U.S.C. §101 et seq.; and

**WHEREAS**, FHWA has determined that the Project is an undertaking, as defined in 36 CFR §800.16(y), and thus is subject to review under Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. §470f and its implementing regulations, 36 CFR Part 800; and

**WHEREAS**, WSDOT anticipates applying for a permit under Section 404 of the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq., from the U.S. Army Corps of Engineers (USACE); and

**WHEREAS**, USACE has determined that authorization of Section 404 permits is an undertaking, as defined in 36 CFR §800.16(y), and thus is subject to review under Section 106 of the NHPA, 16 U.S.C. §470f and its implementing regulations, 36 CFR Part 800; and

**WHEREAS**, the National Oceanic and Atmospheric Administration (NOAA) is the owner of federal lands within the Project area; and

**WHEREAS**, NOAA has determined that a proposed approval of the transfer of a part of those lands to WSDOT is an undertaking as defined in 36 CFR §800.16(y) and thus is subject to review under Section 106 of the NHPA, 16 USC §470f and its implementing regulations 36 CFR Part 800; and

**WHEREAS**, FHWA will be the lead federal agency for this undertaking and has consulted with USACE and NOAA regarding resolution of the adverse effects of the Project through this Programmatic Agreement (Agreement); and

**WHEREAS**, under the *First Amended Programmatic Agreement Implementing Section 106 of the National Historic Preservation Act for the Federal-aid Highway Program in Washington State Administered by the Federal Highway Administration* (see Appendix E, number 1), FHWA, the Advisory Council on Historic Preservation (ACHP), WSDOT, and the Washington State Historic Preservation Officer (SHPO) have agreed to delegate certain authorities relating to Section 106 of the NHPA to WSDOT for Federal-aid Highway projects in Washington State; and

**WHEREAS**, WSDOT will ensure that a qualified Cultural Resources Specialist, as defined in the *First Amended Programmatic Agreement Implementing Section 106 of the National Historic Preservation Act for the Federal-aid Highway Program in Washington State Administered by the Federal Highway Administration*, oversees the implementation of all commitments contained in this Agreement for the duration of the Project; and

**WHEREAS**, FHWA and WSDOT have consulted with the SHPO, interested and affected Indian tribes, and other parties with a demonstrated interest in the effects of the Project on historic properties, pursuant to 36 CFR §800.2; and

**WHEREAS**, FHWA has invited the ACHP to participate in consultations concerning the effects of the Project on historic properties and resolution of adverse effects, and the ACHP has agreed to participate in such consultations; and

**WHEREAS**, FHWA has requested that WSDOT, in consultation with SHPO, interested and affected Indian tribes, and other consulting parties, determine the appropriate area of potential effects (APE) for the Project and conduct cultural resource studies constituting a reasonable and good faith effort to identify historic properties within the APE pursuant to 36 CFR §800.4; and

**WHEREAS**, the cultural resource studies within the APE have resulted in the identification of 367 properties listed in the National Register of Historic Places (NRHP) or eligible for listing either individually or as contributing properties within historic districts; and

**WHEREAS**, FHWA has determined that the Project will have an adverse effect on historic properties; and

**WHEREAS**, FHWA and WSDOT carried out consultations with SHPO, interested and affected Indian tribes, and other consulting parties to identify measures to resolve adverse effects pursuant to 36 CFR §800.6, resulting in development of this Agreement; and

**WHEREAS**, the Muckleshoot Indian Tribe, the Snoqualmie Indian Tribe, the Suquamish Tribe, and the Tulalip Tribes (the affected tribes), federally recognized tribes that attach religious and cultural significance to historic properties that will be affected by the Project, have been consulted about the Project and have been invited to concur in this Agreement; and

**WHEREAS**, the Puyallup Tribe of Indians was consulted and deferred to the tribes mentioned above with regard to the Foster Island Traditional Cultural Property; and

**WHEREAS**, the Nisqually Indian Tribe and the Yakama Nation were informed about the Project and will be consulted as required if future design or construction decisions indicate that the undertaking will affect areas of religious and cultural significance for these tribes; and

**WHEREAS**, the City of Seattle, the King County Historic Preservation Office, and the University of Washington participated in consultations and have been invited to concur in this Agreement; and

**WHEREAS**, the Washington Trust for Historic Preservation, Historic Seattle, the Friends of Seattle's Olmsted Parks, and the Washington Park Arboretum Foundation participated in consultations and have been invited to concur in this Agreement; and

**WHEREAS**, the Portage Bay/Roanoke Park Community Council, the Montlake Community Club, the Concerned Citizens of Montlake – SR 520, the North Capitol Hill Neighborhood Association, the Eastlake Community Council, the Shelby-Hamlin Residents, and the Seattle Yacht Club participated in consultations and have been invited to concur in this Agreement; and

**WHEREAS**, the Madison Park Community Council reviewed this Agreement and has been invited to concur in this Agreement; and

**WHEREAS**, this Project remains controversial, in part for its effects on historic properties, and as such, execution of this Agreement as a concurring party does not necessarily indicate that the party supports the Project or the preferred alternative or endorses all stipulations of this Agreement, but rather indicates the desire of such parties to remain involved in implementation of the terms of this Agreement; and

**WHEREAS**, parties who have participated in Section 106 consultations for the Project but choose not to execute this Agreement as concurring may participate as members of the public in those activities described in the stipulations below which are not specifically reserved to concurring parties;

**NOW THEREFORE**, FHWA, USACE, NOAA, ACHP, SHPO, and WSDOT agree that the Project shall be implemented in accordance with the following stipulations in order to take into account the effects of the Project on historic properties.

## Background

1. A schematic representation of the Project components, overlaid on a drawing of the Project area, appears as Appendix A of this Agreement.
2. A map of the APE for the Project, as determined after consultation with the consulting parties, appears as Appendix B.
3. The historic properties identified within the APE for the Project are described in the *Section 106 Technical Report, SR 520 Bridge Replacement and HOV Program, I-5 to Medina: Bridge Replacement and HOV Project*, and also will be identified in the *Final Cultural Resources Assessment and Discipline Report* in the Final EIS.
4. The historic properties that will be affected by the Project in ways that will diminish their integrity are listed in Appendix C.
5. Potential haul routes in Seattle that have been identified for the Project are based on the best information available at the time of execution of this Agreement. These routes are shown in Appendix D.
6. Web links for all standards and guidance referenced in the stipulations of this Agreement are provided in Appendix E.
7. All measures for resolving the adverse effect of the Project are described in the stipulations of this Agreement. Appendix F provides a matrix showing the relationship between the construction phases of the Project and the implementation of the stipulations of this Agreement. This matrix will be expanded and updated as the Project moves forward. Updated versions of the implementation matrix will be provided to the concurring parties to this Agreement at the meetings described in stipulation XII.
8. Appendix G contains an outline for the community construction management plan (CCMP) discussed in stipulation VIII of this Agreement. This outline will be expanded and modified through consultation with concurring parties and the public as the Project moves forward.
9. WSDOT has entered into a memorandum of understanding (MOU) with organizations and agencies having management responsibilities for the Washington Park Arboretum. This MOU implements a mitigation plan addressing the effects of the Project on the Arboretum under the provisions of numerous federal and local authorities. The measures to resolve adverse effects under Section 106 of the NHPA contained in stipulation II of this Agreement are consistent with and support the provisions of that MOU.
10. All acronyms used in this Agreement are defined in the list of acronyms following the signature pages.
11. The stipulations below use the term “DAHP” (Washington State Department of Archaeology and Historic Preservation) when referring to participation by the Washington SHPO and SHPO staff.
12. As used in this Agreement, “maximum extent practicable” means capable of being done with available means and with consideration of cost, funding, safety, schedule, and applicability of the proposed mitigation for the effects of the Project as identified through the Section 106 consultation process.

13. As used in this Agreement, “historic preservation enhancements” may include work performed outside the APE that mitigates effects on historic properties that lie wholly or partially within the APE.
14. As used in this Agreement, “consultation” means the process of seeking, discussing, and considering the views of and, where feasible, seeking agreement with the named party or parties regarding matters arising from the implementation of this Agreement.

## **Stipulations**

Although FHWA has delegated to WSDOT the responsibility for completing many of the commitments made in this Agreement, as the lead federal agency for the Project, FHWA shall ensure that the following stipulations are carried out:

### **I. Evergreen Point Bridge**

- A. WSDOT will prepare Level II Historic American Engineering Record (HAER) documentation of the Evergreen Point Bridge, including photographs, reproductions of selected as-built drawings, and a written history.
- B. WSDOT will provide this documentation to DAHP and to the National Park Service Historic American Buildings Survey/Historic American Engineering Record (HABS/HAER) program, with copies being provided to the Museum of History and Industry (MOHAI), the Seattle Yacht Club, and the Eastside Heritage Center.
- C. WSDOT will include a summary of the documentation collected in stipulation I.A. and a selection of the photos on the interpretive website proposed in stipulation VII.I.

### **II. West Approach**

- A. Treatment Plan for the Foster Island Traditional Cultural Property
  1. WSDOT and FHWA will develop and implement a treatment plan to resolve adverse effects of the Project on the Foster Island Traditional Cultural Property in consultation with USACE, DAHP, and the affected tribes.
  2. The specific resolution measures in the Foster Island treatment plan will be determined through consultation. These may include, but are not limited to, the measures identified below. Agreed-upon measures may be carried forward through one or more government-to-government agreements negotiated and executed prior to initiation of Project construction on Foster Island.
    - a. Preparation of a comprehensive ethnographic report addressing the SR 520 corridor and environs to provide the historic context for Foster Island.
      - i. The contractor for the above-referenced comprehensive report would be approved by the affected tribes;
      - ii. Scope of the above contract would be approved by the affected tribes.

- iii. Parties responsible for execution of the above contract would be approved by the affected tribes.
  - b. Consultation with the Arboretum Botanical Garden Committee (ABGC) and the affected tribes on a planting plan.
    - i. WSDOT will revegetate its right-of-way on Foster Island with native vegetation of ethnobotanical significance to affected tribes. The WSDOT contracted plant establishment period would extend for a period of years to be determined through consultation.
    - ii. Planting materials would be selected from an ethnobotanical list provided by the Muckleshoot Indian Tribe;
    - iii. Planting materials would be consistent with historic and documentary research performed as part of the ethnographic study (as referenced in stipulation II.A.2.a.) identifying types of vegetation present on Foster Island historically, in so far as possible.
  - c. A public interpretation program related to the history and prehistory of the Project area.
  - d. A GIS product incorporating data from the *Geomorphology and Shoreline History of Lake Washington, Union Bay, and Portage Bay Study* (2011) conducted by WSDOT.
  - e. WSDOT will consult with the ABGC and other stakeholders as appropriate to make provisions for a culturally appropriate ceremony at Foster Island prior to construction.
  - f. WSDOT will consult with the ABGC and other stakeholders as appropriate to make provisions for landscaping in a designated area within the Arboretum for future ceremonies.
  - g. Removal of Active Traffic Management System equipment on Foster Island installed in 2010
- 3. WSDOT and FHWA will ensure that the treatment plan is completed prior to commencement of Project construction on Foster Island.
- 4. The treatment plan will indicate which measures must be completed prior to commencement of construction and which may be completed over a longer, but specified, term.
- B. WSDOT will consult with the ABGC, affected tribes, DAHP and other stakeholders, including homeowners in surrounding areas, Madison Park Community Council, Montlake Community Club, and Friends of Seattle's Olmsted Parks, to develop an aesthetic design for the west approach and surrounding area. The design will incorporate mechanisms of crime prevention through environmental design (CPTED) (see Appendix E, number 2).

- C. WSDOT will consult with ABGC, affected tribes, and other stakeholders, including homeowners in surrounding areas and Friends of Seattle's Olmsted Parks, to develop a landscape design, including grading and planting, within the WSDOT peninsula and current ramp locations. The design may include habitat and wetland restoration and enhancement projects as appropriate.
- D. WSDOT will facilitate consultation between the affected tribes and ABGC and other stakeholders concerning landscape planning and management of Foster Island as needed.
- E. WSDOT will use quieter concrete pavement on the west approach structure. WSDOT will maintain the highway surface for safety, and will monitor the quieter concrete pavement for safety every two years. WSDOT will also monitor the quieter concrete for noise performance at least quarterly over a period of four years. Results of the quieter concrete pavement noise monitoring throughout the corridor will be provided to concurring parties to this Agreement at the meetings described in stipulation XII.
- F. WSDOT will place sound-absorptive material on the inside face of the currently planned 4-foot barriers along the west approach structure.
- G. WSDOT will consult with affected property owners, DAHP, and the ABGC about design and location for plantings to create visual buffers between Lake Washington Boulevard East residences and the west approach structure beyond the eastern edge of the Montlake lid as part of planning for the WSDOT peninsula once the SR 520 ramps are removed.

### **III. Montlake Interchange**

- A. Montlake Boulevard and Lake Washington Boulevard
  - 1. WSDOT will consult with DAHP and the concurring parties to this Agreement, as well as affected property owners, about the final design for changes to Lake Washington Boulevard necessitated by the Project.
  - 2. To the maximum extent practicable, WSDOT will ensure that changes to Lake Washington Boulevard are consistent with the City of Seattle Olmsted Park Furniture Standards (see Appendix E, number 3).
  - 3. WSDOT will ensure that the portion of the Montlake Boulevard median to be partially removed is re-established such that it retains the Olmsted plan to the maximum extent practicable.
  - 4. Within the area of Montlake Boulevard where WSDOT plans modifications to medians, WSDOT will consult with the concurring parties to this Agreement and other stakeholders as appropriate on design, wording, and placement of a sign about the Alaska-Yukon-Pacific Exposition and the Olmsted design for this portion of Montlake Boulevard. This sign will be developed as part of the process described in stipulation III.C.3.
  - 5. WSDOT will prepare an NRHP Multiple Property Documentation Form for Seattle's Olmsted-designed parks and boulevards and prepare the associated nomination form for Lake Washington Boulevard. This work will be done in consultation with DAHP, Friends of Seattle's Olmsted Parks, King County, and the Washington Trust for Historic Preservation.

- a. WSDOT will ensure that materials developed as part of this nomination are prepared and submitted to DAHP and the City of Seattle in a format compatible with both the DAHP and City of Seattle historic property databases.
  - b. As part of developing this nomination, WSDOT will provide for digitization of historic plans, correspondence, and photos of the Olmsted work on Lake Washington Boulevard, the Washington Park Arboretum, and the Olmsted Boulevard System at a cost not to exceed \$10,000. WSDOT will consult with Friends of Seattle's Olmsted Parks, King County, and the Washington Trust for Historic Preservation to determine which archival sources and which documents will be selected for this digitization project.
  - c. The selected documents will be digitized to an archival standard, and, subject to applicable rights restrictions, WSDOT will provide the scanned documents to the Friends of Seattle's Olmsted Parks, King County, and the City of Seattle.
6. WSDOT will consult with Seattle Parks and Recreation to determine whether they would be willing to have a sign or some other indicator of the significance of Lake Washington Boulevard as an Olmsted property placed on the small piece of Seattle Parks and Recreation property at the southeast corner of Montlake Boulevard and Lake Washington Boulevard. If Seattle Parks and Recreation is willing to accept this proposal, WSDOT will consult with Seattle Parks and Recreation, the Friends of Seattle's Olmsted Parks, and the Montlake Community Club to design the sign or other marker and will have it fabricated and placed on the Seattle Parks and Recreation property. This sign will be developed as part of the process described in stipulation III.C.3.

#### B. Montlake Lid

1. In consultation with the Seattle Design Commission (SDC), the Seattle Landmarks Preservation Board, King County Metro Transit, DAHP, and the concurring parties to this Agreement, WSDOT will create a landscape design plan for the Montlake lid that is compatible with the historic character of the Montlake Historic District. This plan will include plantings and urban design elements, possibly including medians and planter strips, interpretive signage, and bus shelter design.
2. WSDOT will include interpretive exhibits and markers in the lid design if the design process identifies such exhibits or markers as being desirable. If markers or exhibits are placed on the lid, they may include information about the evolution of the Olmsted landscape and the effects of SR 520 on that landscape. Exhibits may note that the lid reconnects communities and recovers the landscape connections that were important historically.
3. WSDOT will ensure that the design of the Montlake Boulevard planted areas across the lid reflect the historical connection between Montlake Boulevard and Lake Washington Boulevard; these planted areas should reflect the original design principles of Lake Washington Boulevard and other Olmsted-designed boulevards in Seattle to the maximum extent practicable.
4. WSDOT will provide for the use of underground wiring on the Montlake lid to the maximum extent practicable.

### C. Historic Preservation Enhancements

1. To facilitate future historic preservation planning efforts within the Montlake community, WSDOT will complete an intensive level survey (see Appendix E, number 4 for DAHP survey standards) of contributing and noncontributing properties within the Montlake Historic District and prepare an NRHP nomination for the district, consistent with DAHP and NRHP standards.
  - a. WSDOT will consult with DAHP and the Montlake Community Club to identify appropriate opportunities for club members to participate in this effort as volunteers.
  - b. Survey materials will be compiled and submitted in a format compatible with both the DAHP and City of Seattle historic property databases.
2. Once construction of the lid is complete, WSDOT will re-establish a visual buffer on or adjacent to the remaining Canal Reserve Lands south of historic properties on East Hamlin Street. This buffer will be designed in consultation with the SDC and the affected property owners.
3. WSDOT will consult with the concurring parties to this Agreement to develop a sign plan for historic markers or signage for the Montlake Historic District. Once the sign plan is approved by WSDOT, in consultation with DAHP and the City of Seattle, WSDOT will fund fabrication and installation of up to five historic markers or signs within the district. The information from the markers/signage may become part of the project-wide educational website proposed in stipulation VII.I.
4. The MOHAI clock tower, bell, and cannon are iconic features of the Montlake Historic District. If MOHAI chooses not to relocate these features elsewhere and is willing to donate them to the City of Seattle, WSDOT will consult with MOHAI, the appropriate offices within the City of Seattle (including Seattle Parks and Recreation), and the concurring parties to this Agreement to determine whether these features can be preserved and reused in East Montlake Park or elsewhere within the Montlake Historic District.
5. If the clock tower, bell, and cannon remain within the historic district, WSDOT will consult with the City of Seattle to identify maintenance and long-term responsibilities for these items.

### IV. New Bascule Bridge

#### A. Protective Measures for Nearby Historic Properties

1. In consultation with DAHP, the Seattle Landmarks Preservation Board, and the concurring parties to this Agreement, WSDOT will ensure that safeguards are in place such that, to the maximum extent practicable, the historic Montlake Bridge is protected from physical damage during construction of the new bascule bridge.
2. In consultation with DAHP, the University of Washington, and any other concerned concurring parties to this Agreement, WSDOT will ensure that safeguards are in place to the maximum extent practicable such that vibration, excavations, and heavy equipment do not affect the Canoe House or contributing properties within the Montlake Historic District during construction of the new bascule bridge. No

construction staging or storage will occur south of the East Campus Bicycle Route in the immediate vicinity of the Canoe House.

3. WSDOT will consult with nearby property owners, the Montlake Community Club, the City of Seattle, and DAHP on feasible ways to provide a visual buffer between Montlake Boulevard and the new bascule bridge and those historic properties that are adjacent to the boulevard and bridge. Any agreed-upon measures will be implemented as early as practicable in the construction process for the new bascule bridge.
4. During construction of the new bascule bridge, WSDOT will maintain access through the Montlake Cut for marine traffic except for a few short periods of time when the spans are being erected. During these periods (estimated at up to five total, ranging from several hours to two work days), the Montlake Cut will be closed to marine traffic. None of these closures will take place during the traditional Opening Day events as described in stipulation VII.B.2.f.

#### B. Design of the New Bascule Bridge

1. In consultation with DAHP, SDC, the Seattle Landmarks Preservation Board, the concurring parties to this Agreement, and the public, WSDOT will develop a design-review process for the new bascule bridge that will ensure context-sensitive design and consistency with the Secretary of the Interior's Standards for the Treatment of Historic Properties (see Appendix E, number 5).
2. WSDOT will ensure that the design for the new bascule bridge is compatible with the existing Montlake Bridge and neither competes with nor replicates that bridge.
3. WSDOT will secure the services of an outside design expert with the appropriate experience in historic bridge design compatibility.
4. WSDOT will ensure that access to the Ship Canal Waterside Trail will be maintained throughout construction of the new bascule bridge. Full access to the trail will be re-established once the new bascule bridge construction is completed; the nature of this access will be determined as part of the bascule bridge design process.

#### C. Contributing Properties Slated for Removal

1. Although WSDOT has not evaluated the feasibility or cost of relocating the houses, WSDOT will make available for purchase and relocation the two contributing houses in the Montlake Historic District (2904 and 2908 Montlake Boulevard) slated for removal to accommodate the new bascule bridge.
2. WSDOT will consult with concurring parties to this Agreement to make the availability of these properties known through appropriate venues, and will keep the concurring parties apprised of any expressions of interest.
3. Whether these properties are relocated or not, WSDOT will record them to DAHP Level II standards (see Appendix E, number 4).
4. If no party that is willing and able to acquire and relocate these structures is identified within six months of WSDOT's initial advertising of availability, WSDOT will deconstruct the structures and will ensure that architectural elements such as doors,

windows, moldings, etc., are made available for reuse, and will make the availability of these elements known through appropriate venues.

5. If the structures at 2904 and 2908 Montlake Boulevard are deconstructed (rather than being relocated), WSDOT will undertake planning for and disposal of any resultant hazardous materials.

## **V. Portage Bay Bridge**

### **A. Bridge Design**

1. WSDOT is committed to a Context-Sensitive Solutions (see Appendix E, number 6) approach for the replacement of the Portage Bay Bridge.
  - a. In consultation with SDC, DAHP, the concurring parties to this Agreement, and the public, WSDOT will develop a design-review process for the new Portage Bay Bridge that will address overall urban design.
  - b. WSDOT will secure the services of an outside design expert with appropriate experience in designing new bridges within historically sensitive areas.
2. WSDOT will use quieter concrete pavement on the Portage Bay Bridge. WSDOT will maintain the highway surface for safety and will monitor quieter concrete pavement for safety every two years. WSDOT will also monitor the quieter concrete for noise performance at least quarterly over a period of four years. Results of the quieter concrete pavement noise monitoring throughout the corridor will be provided to concurring parties to this Agreement at the meetings described in stipulation XII.
3. WSDOT will place sound-absorptive material on the inside face of the currently planned 4-foot barriers along both sides of the structure.
4. WSDOT will encapsulate the Portage Bay Bridge joints in an effort to reduce noise.
5. In consultation with the concurring parties to this Agreement, WSDOT will include improved open space as part of the bridge design, making the space under the bridge usable while incorporating the mechanisms of CPTED to the maximum extent practicable.
6. The East Roanoke Street exit from SR 520 will be maintained at its current single-lane capacity.

### **B. Agreement on Resolving Adverse Effects on the NOAA Northwest Fisheries Science Center**

1. WSDOT and FHWA are in the process of negotiating an agreement with NOAA to avoid damage to the historic structures or interruption of the historic research functions at the Northwest Fisheries Science Center as a result of SR 520 construction.
2. In consultation with DAHP, WSDOT, FHWA, and NOAA intend to develop a package of measures to resolve adverse effects that is mutually agreed upon at a staff level, and then elevate these recommendations to policy-level managers at WSDOT and NOAA for approval. The timing for approval by both agencies of a final set of

measures to resolve adverse effects cannot be identified with certainty, but is anticipated to occur by the end of 2011.

3. WSDOT will make parking under the bridge available to NOAA employees again after completion of construction, pending approval of an airspace lease.

#### C. Historic Preservation and Community Enhancements

1. As mitigation for the multi-year visual and audible intrusions into the setting of the historic properties of the Portage Bay/Roanoke Park community, WSDOT will assist the community in their future historic preservation planning efforts by recording the houseboats currently docked on the west shore of Portage Bay between University Bridge and the Queen City Yacht Club docks. WSDOT will also evaluate the NRHP eligibility of these properties, both individually and as a potential district. Survey materials will be compiled and submitted in a format compatible with both the DAHP and City of Seattle historic property databases.
2. WSDOT will adapt the information in the Roanoke Park Historic District National Register nomination into a digital format suitable for submission to the City of Seattle historic property database.
3. Through the design of the Preferred Alternative, WSDOT will connect the Bill Dawson Trail and the Ship Canal Waterside Trail via the Arboretum Waterfront Trail.
4. In partnership with Seattle Parks and Recreation, WSDOT will install appropriate retaining wall treatments and lighting along the Bill Dawson Trail to enhance the user experience and promote safety in areas directly affected by Project construction.

### **VI. Delmar Drive/10th Avenue Lid and I-5 Interchange**

#### A. 10th Avenue/Roanoke Street Intersection

1. WSDOT will adopt the design for the 10th Avenue/Roanoke Street intersection negotiated between the Seattle Department of Transportation (SDOT) and the adjacent neighborhoods, subject to continuing consultation with the neighborhoods.
2. This design agreement with the communities shall be in place prior to final design for the Delmar Drive/10th Avenue lid.
3. WSDOT will develop any plans for the addition of medians or other traffic-calming devices to this design in consultation with SDOT and the adjacent neighborhoods.

#### B. Delmar Drive/10th Avenue Lid Design

1. In consultation with the SDC, Seattle Landmarks Preservation Board, DAHP, and the concurring parties to this Agreement, and using the services of a landscape architect, WSDOT will create a landscape design plan for the Delmar Drive/10th Avenue lid.
2. This design will be compatible with the historic character of the Roanoke Park Historic District and other adjacent historic properties.
3. This plan may include provisions for some or all of the following:
  - a. Design, fabrication, and installation of interpretive markers describing the evolution of the Olmsted landscape and the effects of SR 520 on the landscape. If adopted as part of the design plan, exhibits may note that the lid reconnects

communities and recovers the landscape connections that were important historically within the landscape of Seattle.

- b. Incorporating Olmsted characteristics, perhaps using the City of Seattle Olmsted Park Furniture Standards (Appendix E, number 3) as guidelines for items such as benches or lighting, into the design of the lid and the Bagley viewpoint.
  - c. A context-sensitive design blending the lid into the hillslope to the south.
  - d. Retaining or replacing existing fences on the south side of the lid with context-sensitive barriers or fences to protect the security of surrounding homes.
  - e. Tagging of any mature trees that will be removed, and notification to the community before construction plans are finalized.
  - f. Incorporating mechanisms of CPTED (see Appendix E, number 2) to the maximum extent practicable.
4. An earlier collaborative effort between WSDOT and the Portage Bay/Roanoke Park and North Capitol Hill communities addressed lid design with the goal of retaining as many of the existing trees and as much of the existing hill contour as possible. Design elements from these earlier discussions will be carried forward for consideration in the final design, but details such as curbside planting bed design, retention or replacement of the current features of Bagley Viewpoint, and location of signage will be determined through the collaborative design process.
  5. WSDOT will consult with the City of Seattle on possible inclusion of the marker rock and memorial bench currently located at Bagley Viewpoint in the lid design, as the City owns these items.
  6. WSDOT will retain as much mature vegetation as possible on all sides of the lid.
  7. WSDOT will provide for the use of underground wiring on the Delmar Drive/10th Avenue lid to the maximum extent practicable.

#### C. I-5 Interchange

1. WSDOT will use quieter concrete pavement on all SR 520 mainline elements of the Project west of the Portage Bay Bridge, including the new HOV ramp. WSDOT will maintain the highway surface for safety, and will monitor quieter concrete pavement for safety every two years. WSDOT will also monitor the quieter concrete for noise performance at least quarterly over a period of four years. Results of the quieter concrete pavement noise monitoring throughout the corridor will be provided to concurring parties to this Agreement at the meetings described in stipulation XII.
2. WSDOT will consult with appropriate concurring parties to this Agreement during the design process for the I-5 interchange about the aesthetic treatment of the flyover HOV ramp and potential measures for protecting views of and from historic properties.
3. Where new right-of-way fence is required in the Portage Bay/Roanoke Park and North Capitol Hill communities, WSDOT will consult with those communities about the possibilities for visually compatible fencing.

4. WSDOT will consult with the concurring parties to this Agreement and SDC to develop the landscape design for the bicycle/pedestrian path on the I-5 overpass at East Roanoke Street.

#### D. Historic Preservation Enhancements

1. WSDOT will consult with the Portage Bay/Roanoke Park Community Council on a sign plan for historic markers for the Roanoke Park Historic District. Once the sign plan is approved by WSDOT, in consultation with DAHP and the SDC, WSDOT will fund fabrication and installation of up to five historic markers or signs at the major entrances to the district. WSDOT will consult with the City of Seattle and Portage Bay/Roanoke Park Community Council on a process for ensuring maintenance of the signs.
2. As mitigation for the multiyear visual and audible intrusions into the setting of the historic properties of the North Capitol Hill community, WSDOT will assist them in their future historic preservation planning efforts by recording and evaluating the Billodue House at 2333 Broadway Avenue East for NRHP eligibility. Survey materials will be compiled and submitted to DAHP and to the City of Seattle in formats compatible with both the DAHP and City of Seattle historic property databases.
3. WSDOT will preserve in place the trees along the north and south sides of SR 520 between I-5 and the Portage Bay Bridge to the maximum extent practicable. Trees that must be removed during construction will be replaced after construction, where practicable, per City of Seattle requirements (see Appendix E, number 7). There will be public involvement with both the Portage Bay/Roanoke Park and North Capitol Hill communities in developing the vegetation management activities (stipulation VIII.C.4.c.) for this area.
4. WSDOT will comply with WSDOT standard specifications (Appendix E, number 8) to mark limits of allowed disturbance in order to protect trees (including their root systems out to the drip line to the maximum extent practicable) and other screening vegetation identified as being retained and protected in place either inside or bordering on the construction area.
5. WSDOT will revegetate the SR 520 roadside areas from I-5 to the Delmar Drive/10th Avenue lid according to WSDOT standards (see Appendix E, number 9), but will consult with the Portage Bay/Roanoke Park and North Capitol Hill communities to identify and select plantings compatible with the historic character of the area to the maximum extent practicable.

### VII. Project-wide Measures to Resolve Adverse Effects

#### A. Treatment of Archaeological Historic Properties

1. This stipulation describes additional subsurface archaeological investigations that will be carried out prior to construction for each of the construction components of the Project. Through these measures, WSDOT will identify any currently unknown archaeological properties within the limits of construction, evaluate their eligibility for the NRHP, resolve any adverse effects to such properties, and establish a process

for managing any previously unknown properties discovered during Project construction.

2. Areas identified for further inventory
  - a. In the *Section 106 Technical Report: Volume 1 Archaeology – SR 520 Bridge Replacement and HOV Program, I-5 to Medina: Bridge Replacement and HOV Project*, WSDOT has identified areas within the current APE for additional subsurface archaeological investigations.
  - b. WSDOT has identified or will identify sites for Project mitigation purposes which have not been inventoried for the presence of historic properties.
  - c. As-yet unanticipated design modifications or Project elements may result in effects to areas outside the current construction footprint. These areas may not have been evaluated for the presence of historic properties.
3. Treatment plan to assess and resolve effects on archaeological properties
  - a. A treatment plan for historic properties not identified to date will be developed in consultation with DAHP, USACE, affected tribes, and relevant local governments.
  - b. The treatment plan shall include:
    - i. A process consistent with, and reflective of, Section 106 of the National Historic Preservation Act to inventory historic properties, evaluate Project effects to historic properties, and resolve adverse effects to historic properties, involving appropriate agencies, affected tribes, and appropriate consulting parties.
    - ii. Expectations and survey design for completing inventory of the identified in-corridor additional investigation locations.
    - iii. Expectations and survey design for currently identified Project mitigation sites.
    - iv. A strategy for the systematic exploration of those areas where archaeological properties are anticipated in the APE. The strategy will also present methods for targeted excavations in areas considered sensitive for the presence of buried archaeological resources.
    - v. Mechanisms to evaluate and resolve effects for any as-yet-unidentified built environment resources as necessary.
    - vi. A summary of anticipated archaeological property types, including pertinent research domains and data requirements.
    - vii. Documentation and recording standards for newly-discovered resources determined to be not eligible for the NRHP.
    - viii. Data collection, analysis, and reporting standards for NRHP-eligible properties consistent with DAHP guidelines (see Appendix E, number 10).
    - ix. A monitoring plan for areas identified for archaeological monitoring.

- x. Mechanisms for stakeholder and public outreach and involvement.
  - xi. Mechanisms to resolve as-yet-unidentified adverse effects. Should such resolution of adverse effects become necessary, WSDOT will propose an amendment to this Agreement as provided for in stipulation XI, incorporating the agreed-upon resolution measures into this Agreement.
4. The treatment plan shall be completed prior to commencement of major construction activities with the potential to affect unidentified historic properties.
  5. Unanticipated archaeological discoveries
    - a. WSDOT has an Unanticipated Discovery Plan (UDP) (see Appendix E, number 11 for a sample template) that shall be in force for all construction activities.
    - b. The UDP shall be incorporated into the treatment plan and amended in consultation with DAHP as necessary.
    - c. Any provisions for emergency evaluation of archaeological materials or emergency data recovery shall include a requirement for DAHP approval.

#### B. Access to Historic Properties

1. WSDOT will maintain access to all historic properties during construction. Except for emergency situations, WSDOT will provide 24 hours advance notice to affected property owners before any unavoidable interruptions of access. WSDOT will consult with the affected property owners to address their needs, which may include the development of an alternate access strategy for short-term interruptions of access and longer-term detours.
2. WSDOT will develop a coordination plan with the Seattle Yacht Club (SYC) to minimize disruption of historically significant activities at the SYC Main Station and on Portage Bay, the Montlake Cut, and Union Bay during construction. This plan will, at a minimum, address the following issues:
  - a. Key periods during which SYC considers both water access and land access to its facilities particularly crucial;
  - b. Ongoing coordination relative to special events such as weddings or watercraft training or races being held at the SYC or on the water;
  - c. Provisions for water, vehicular, and pedestrian access to the SYC Main Station for members and guests throughout the construction period;
  - d. Mechanisms for WSDOT to communicate with SYC about construction schedules on Portage Bay and closures of the Montlake Cut;
  - e. Prohibition on the use of West Montlake Park for construction staging or other construction-related activities;
  - f. Provisions for coordination between WSDOT and SYC ensuring that construction activities in Portage Bay and the Montlake Cut will not interrupt or interfere with Opening Day events (one week before the first Saturday of May and one week after);

- g. A moratorium on towing of pontoons through Portage Bay, the Montlake Cut, and Union Bay during the Opening Day events as well as a prohibition on anchoring or mooring pontoons in such a way that they would interfere with Opening Day events; and
  - h. A commitment from WSDOT that barge activity (transport, moorage, construction, etc.) will not interfere with the Opening Day events in Portage Bay.
3. WSDOT will consult with St. Demetrios Church to develop a strategy for ensuring safe and convenient access to the Church grounds and facilities in the event that the East Lynn Street/19th Avenue and/or Boyer Avenue potential haul routes are chosen for use at any time during Project construction. This strategy will include the following:
    - a. A prohibition on any use of either or both of the above-referenced potential haul routes during the three calendar days of the annual Greek Festival;
    - b. Cessation of any construction-related activities that would limit the parking available in the neighborhood in the vicinity of the Church during the three calendar days of the annual Greek Festival;
    - c. A requirement that the contractor provide flaggers to assist in entering and exiting the St. Demetrios Church facilities through either the East Lynn Street parking lot or the Boyer Avenue entrance if either street is used as a construction haul route during regularly scheduled Sunday services. Flaggers will be made available beginning one-half hour before and extending until one-half hour after regularly scheduled Sunday services; and
    - d. A process for ensuring safe and convenient access to the St. Demetrios parking lot for special events, such as the annual fundraising auction, that are scheduled during any period of use of either or both of the above-referenced potential haul routes.
  4. WSDOT will coordinate with SDOT, St. Demetrios Church, Montlake Community Club, and Concerned Citizens of Montlake - 520 to initiate the studies required to determine whether conditions at the intersection of 19th Avenue East and East Lynn Street warrant installation of stop signs or other traffic control measures.
  5. WSDOT will consult with St. Patrick's Church to ensure access to the Church grounds and facilities during construction.
  6. WSDOT will consult with Seward School to ensure safe access during construction when school is in session.
  7. Except for unavoidable brief periods for which advance notice will be provided, WSDOT will maintain pedestrian access to all historic properties, to St. Patrick's Church, and to local bus stops throughout the construction period.
  8. WSDOT will ensure that access to the actively used portions of the Montlake Playfield is maintained during construction.

#### C. Haul Routes

1. WSDOT will ensure that, to the maximum extent practicable, the construction contractor utilizes the mainlines of I-5, SR 520, and I-90 for all material hauling during construction.
2. Haul routes identified within Seattle are limited to city-designated arterials that are defined as truck routes with the exception of the 24th Avenue East bridge.
3. WSDOT will consult with the appropriate concurring parties to this Agreement when haul routes are being selected and will provide advance notification to concurring parties and other stakeholders when street use permits are requested.
4. WSDOT will ensure that the roadway surfaces of the selected haul routes within the APE are repaired prior to the start of construction and that the roadway surfaces are maintained throughout the duration of the construction contract in a good condition free of potholes. Should a concurring party identify a concern during construction about a repair or maintenance needed on one of the selected haul routes, WSDOT will coordinate the repair through the CCMP to ensure that the repair or maintenance concern is addressed within 72 hours of notification.
5. WSDOT will consult with the appropriate concurring parties to this Agreement as part of WSDOT's efforts to identify historic properties along selected haul routes within the APE that are potentially vulnerable to vibration.
  - a. WSDOT will perform a condition assessment on potentially vulnerable properties prior to use of the haul route and again when use of that route is completed.
  - b. If damage is identified by the owner of a potentially vulnerable property during construction, the property owner shall notify WSDOT using the 24/7 Project contact phone number described in stipulation VIII.D. WSDOT will respond within 72 hours. If WSDOT determines that Project hauling activities are resulting in structural or architectural damage to historic properties, WSDOT will direct the contractor to stop use of that route until appropriate safeguards can be put in place.
  - c. If any structural or architectural damage to historic properties occurs during a period when the route is being used for hauling, WSDOT will consult with property owners to assess the cause of the damage and will identify and provide for any necessary repairs, consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties (see Appendix E, number 5). WSDOT will offer DAHP the opportunity to review and comment on the consistency of any repairs with the Standards.
6. WSDOT will develop measures to protect traffic circles and planters from construction/hauling traffic and will restore islands and planters to their pre-construction condition when use of the route has been completed, should any modifications be necessary or should any inadvertent damage occur as a result of construction hauling.
7. WSDOT will ensure that any curbs damaged during construction or materials hauling are repaired when use of the route has been completed.

#### D. Construction Staging Areas in WSDOT Right-of-Way

1. As part of construction management planning, WSDOT will consult with the adjacent property owners to evaluate and install possible sound-buffering mechanisms between adjacent historic properties and Project construction staging areas.
2. Within Seattle, only streets designated as arterials by the City are identified as routes for moving materials into and out of construction staging areas with the exception of the 24th Avenue East bridge.
3. To the maximum extent practicable, WSDOT will locate construction sheds, barricades, and material storage away from historic properties, and avoid obscuring views of and from historic properties.
4. To the maximum extent practicable, WSDOT will install temporary construction screens/barriers (fencing, plantings, etc.) around construction areas so that visual impacts of construction activities on historic properties are minimized. Location and type of screens/barriers will be determined in consultation with the concurring parties and adjacent property owners.
5. To the maximum extent practicable, WSDOT will avoid placement of temporary work bridges and other short-term construction features where they would require permanent removal of or would damage mature trees.
6. WSDOT will consult with adjacent property owners and concurring parties to this Agreement, as part of the urban design process, to restore staging areas as appropriate, once construction is finished.
7. WSDOT will ensure that Project effects do not prevent East Montlake Park from operating as a viable recreational facility during and after construction. Although portions of the park will be closed during Project construction, the areas of the park not closed to the public during construction will continue to provide access to Lake Washington and the Montlake Cut.

#### E. Noise Management

1. WSDOT will comply with the local noise regulations for construction and equipment operation (see Appendix E, number 12).
2. If the Final EIS for the Project determines that noise walls are warranted at any locations within the Project area, WSDOT will consult with eligible property owners as defined by WSDOT and FHWA policy, the Seattle Landmarks Preservation Board where appropriate, DAHP, and the concurring parties to this Agreement to determine the aesthetic treatment of the walls and ensure compatibility with the character of nearby historic properties. Consultations will follow WSDOT and FHWA policy and procedures (see Appendix E, number 13).
3. WSDOT will use noise-absorptive materials along the 4-foot barriers where planned within the corridor, and through the design process will evaluate and implement feasible options for noise-absorptive materials at the portals to lids and along bridge expansion joints.

#### F. Lighting and Glare Management

1. WSDOT will limit use of construction lighting as much as possible and keep necessary lighting shielded, directed downward, and pointed away from residences and other sensitive areas to the maximum extent practicable.
2. WSDOT will ensure that permanent lighting and lighted signage throughout the corridor is designed to minimize glare into homes and parks and out over the water.
3. WSDOT will consult with SDC and DAHP to ensure that lighting planned for the lids is compatible with the historic setting and residential character of surrounding areas

#### G. Vibration Monitoring and Management

1. WSDOT has engaged the services of a vibration expert to evaluate the Project corridor, including any potential haul routes along city arterial streets, and to identify areas where impacts to historic properties within the APE may occur as a result of vibration. The report describing the results of this evaluation will be made available to concurring parties to this Agreement once it has been completed.
2. Areas under study include historic properties within the APE as identified in the *Section 106 Technical Report, SR 520 Bridge Replacement and HOV Program, I-5 to Medina: Bridge Replacement and HOV Project* for the Project.
3. Hillslopes and other areas that are potentially vulnerable to vibration from Project operation will also be identified through this effort.
4. WSDOT will avoid or minimize vibration impacts from construction and construction hauling on historic properties by implementing best management practices (BMPs) for vibration, which are currently being developed by this expert. WSDOT will offer DAHP the opportunity to review and comment on these BMPs as they relate to potential effects on historic properties.
5. WSDOT will require construction contractors to submit a vibration monitoring plan that identifies how construction activities will be carried out in such a way as to ensure that vibrations do not reach a level that causes architectural or structural damage to historic properties. This plan will be an element included in the CCMP.
6. WSDOT will consult with the appropriate concurring parties to this Agreement as part of WSDOT's efforts to identify historic properties adjacent to work zones within the APE that are potentially vulnerable to vibration.
  - a. WSDOT will perform a condition assessment on potentially vulnerable properties prior to construction and again when construction has been completed.
  - b. If damage is identified by the owner of a potentially vulnerable property during construction, the property owner shall notify WSDOT using the 24/7 Project contact phone number described in stipulation VIII.D. WSDOT will respond within 72 hours. If WSDOT determines that Project construction activities are resulting in structural or architectural damage to historic properties, WSDOT will direct the contractor to stop working on that construction activity until appropriate safeguards can be put in place.
  - c. If any structural or architectural damage to historic properties occurs as a result of Project construction, WSDOT will consult with property owners to assess the

cause of the damage and will identify and provide for any necessary repairs, consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties (see Appendix E, number 5). WSDOT will offer DAHP the opportunity to review and comment on the consistency of any repairs with the Standards.

#### H. Landscaping

1. WSDOT will coordinate with SDOT to ensure that one of these agencies and/or another specifically identified party will be responsible for maintenance of landscaping installed as part of the Project.
2. In consultation with the concurring parties to this Agreement and other stakeholders as appropriate, WSDOT will consider requests to install landscaping or landscaped buffers where practicable in areas where buffer zones are being removed or reduced. Such buffers will also be considered where new or relocated traffic lanes would intrude on the character of a historic district or the settings of individual historic properties. These decisions will be made before construction plans are finalized.

#### I. Historic Preservation Enhancement

1. WSDOT will develop content for, create, and host an interpretive website on the history of the Project area.
  - a. Topics to be presented on the site might include:
    - i. Information on the historic properties within the APE; the Olmsted plan and the Alaska-Yukon-Pacific Exposition; and summarized findings of the archaeological investigations.
    - ii. A redacted, non-confidential report on the ethnography of the Project area and Lake Washington.
    - iii. Information about the historic districts and other historic properties of the Project area.
  - b. The content of this interpretive site will be structured to appeal to the general public and to be useful for educational purposes (e.g., it may include interactive components and activities suitable for K-12 students and educators).
  - c. Interested concurring parties to this Agreement will be offered the opportunity to review and comment on content for the website as it is developed.
  - d. WSDOT will continue to host the website throughout the Project construction period. Once Project construction is completed, appropriate content from the website will be made available to interested historical and educational organizations, including MOHAI and SYC, for use on other websites, and printed, archivally stable versions of the website will be offered to appropriate community archives.
2. WSDOT will offer DAHP the opportunity to review and comment on the content of any historical materials developed for public outreach as part of this Agreement, including website content and text for historical markers or signage.

## VIII. Community Construction Management Plan

- A. In consultation with the concurring parties to this Agreement and others potentially affected by Project construction, and prior to the beginning of construction, WSDOT will develop and implement a CCMP. WSDOT will consult with DAHP about the CCMP insofar as the provisions of the plan may pertain to effects on historic properties.
- B. WSDOT will provide an ongoing opportunity for the concurring parties to this Agreement and other affected parties to have input into construction management practices that can help to avoid, minimize, or mitigate the effects of construction activities on historic properties through meetings described in stipulation VIII.E.3.
- C. The CCMP (see Appendix G for outline) will comprise the following parts:
  1. WSDOT will address specific construction effects on historic properties within the APE that have been identified through the Section 106 process by implementing stipulations I through VII of this Agreement (see Appendix F for the implementation schedule matrix for the construction-related stipulations).
  2. Through standard BMPs and WSDOT standard specifications and special provisions, WSDOT will take general precautions to protect historic properties from excessive noise, vibration, excavation, emissions, fugitive dust, lighting, glare, and traffic impacts (see Appendix E, numbers 8, 14, and 15 for links to the WSDOT *Standard Specifications Construction Manual*, *Environmental Procedures Manual* and “No idle and fuel conservation policy”).
  3. WSDOT will implement environmental commitments related to historic properties made in compliance with other regulatory processes (e.g., the National Environmental Policy Act).
  4. WSDOT will address general community impacts from construction activities, including:
    - a. Access by emergency service providers to homes and businesses.
    - b. Maintenance of basic services (water, gas, electric, internet, etc.) and timely response in case of accidental interruptions of service as a result of construction activities.
    - c. Vegetation management including provisions for:
      - i. Protecting trees and other screening vegetation adjacent to construction work areas from construction impacts;
      - ii. Replacing removed trees following City of Seattle street tree standards (see Appendix E, number 7); and
      - iii. WSDOT monitoring of contractor adherence to i and ii above.
    - d. Temporary erosion and sediment control measures to be implemented throughout the construction period.
    - e. Traffic management measures during construction to keep traffic flowing, limit detour routes through residential areas, and ensure access for residents, etc.

D. The CCMP will be supported by communication activities that include the following:

1. A process for providing up-to-date construction information (schedules, schedule changes, potential delays, current work areas, street closures and detours, closures of the Montlake Cut, results of monitoring, etc.) to the public. Potential notification mechanisms could include a website, smart phone application, automated traffic management signs, etc.
2. Development of an email list that WSDOT will use to inform communities of upcoming construction. Email notification will include community council officers so that timely information can be distributed through community online forums.
3. A single point of communication to be established for the duration of construction. This would include a 24/7 contact phone number and an email address to which problems, questions, and concerns could be sent. These communications would then be directed to the appropriate jurisdiction or agency for resolution, as appropriate. Questions and concerns will be addressed within 10 working days unless otherwise noted in this Agreement.
4. A process through which the concurring parties to this Agreement may receive routine construction updates/outlooks as well as notifications of applicable permit conditions, such as periods when noise variances will be in place (see Appendix E, number 12 for web link to City of Seattle noise variance rules).

E. Process to develop the CCMP:

1. WSDOT will develop the CCMP as a component of, and tailored to the specific activities included in, major Project construction contracts that are awarded for the Project corridor.
  - a. The mitigation measures triggered by construction of the SR 520 Evergreen Point Bridge will be covered in the first version of the CCMP.
  - b. Future versions of the CCMP will incorporate construction activities as soon as they receive obligated funding and are permitted.
2. CCMP elements identified under stipulation VIII.C will be based on existing WSDOT standard specifications and other environmental commitments.
3. Following the publication of the NEPA Record of Decision for the Project, WSDOT will convene concurring parties to this Agreement in meetings to:
  - a. Describe items to be developed under stipulation VIII.C.
  - b. Seek input about whether these practices and plans could be enhanced or modified to best meet the concerns of concurring parties and minimize construction effects.
4. Revisions to the CCMP for each component of the Project will be developed in consultation with the concurring parties to this Agreement and others potentially affected by that construction component.

## **IX. Changes in Haul Route Locations**

- A. Potential haul routes have been identified for the Project based on the best information available at the time of execution of this Agreement. Seattle routes are shown in Appendix D.
- B. Should additional haul routes lying outside the current APE (Appendix B) west of Lake Washington be identified by the contractor after execution of this Agreement, WSDOT will revise the APE following the same approach for identification of historic properties along potential haul routes that was used within the current APE.
- C. WSDOT will ensure that potential historic properties that are added to the APE are identified and evaluated for NRHP eligibility in consultation with DAHP.
- D. The signatories to this Agreement are in accord that any chosen haul route that includes eligible or listed historic properties will have an adverse effect on historic properties and that the measures provided in stipulations VII.C, VII.G, and VIII are the appropriate mechanisms for resolving those adverse effects.

## **X. Dispute Resolution**

- A. All signatories to this Agreement shall strive to address and resolve disagreements concerning the implementation of this Agreement informally.
- B. In the event that informal resolution cannot be achieved, any signatory to this Agreement may object in writing to FHWA or WSDOT regarding any action carried out or proposed with respect to implementation of this Agreement. The agency receiving the objection shall, within 10 working days, initiate consultation with the objecting party to resolve the objection.
- C. If after initiating such consultation FHWA or WSDOT determines that the objection cannot be resolved through consultation, FHWA shall forward all documentation relevant to the objection to ACHP, including the agency's proposed response to the objection.
- D. Within 30 calendar days after receipt of all pertinent documentation, ACHP shall exercise one of the following options:
  - 1. Advise FHWA that ACHP concurs with FHWA's proposed response to the objection, whereupon FHWA will respond to the objection accordingly;
  - 2. Provide FHWA with recommendations, which FHWA shall take into account in reaching a final decision regarding its response to the objection; or
  - 3. Notify FHWA that the objection will be referred for comment pursuant to 36 CFR §800.7(a)(4), and proceed to refer the objection and comment. FHWA shall take the resulting comment into account in accordance with 36 CFR §800.7(c)(4), with reference only to the subject of the dispute; FHWA's responsibility to ensure that all actions under this Agreement that are not the subjects of the dispute are carried out will remain unchanged.
- E. Should a concurring party to this Agreement object in writing to FHWA regarding the implementation of this Agreement, FHWA shall consult with the objecting party and with WSDOT to determine how the objection should be resolved.

## **XI. Amendment and Termination**

- A. Any signatory to this Agreement may request that it be amended, whereupon the signatories will consult to reach a consensus on the proposed amendment. WSDOT will seek input from the concurring parties on any proposed amendments. Any amendment to this Agreement must be signed by all signatories.
- B. If execution of the first construction contract for the Project between the west approach and I-5 is delayed for more than five years after execution of this Agreement, the signatories to this Agreement will meet or consult electronically to determine whether any amendments to this Agreement should be proposed. WSDOT will seek input from the concurring parties as to whether any amendments are needed.
- C. Any signatory to this Agreement may terminate it by providing a 30-calendar-day written notice to the other parties, provided that the signatories and concurring parties will consult during the 30-day period prior to termination to seek agreement on amendments or other actions that would avoid termination.
- D. In the event of termination, FHWA shall comply with 36 CFR Part 800 for all remaining actions under this Agreement.

## **XII. Monitoring of Performance**

- A. For the Evergreen Point Bridge component of the Project, WSDOT will hold a meeting with any interested concurring parties to this Agreement every six months, beginning six months after execution of the construction contract, to review performance under the terms of this Agreement. The concurring parties may propose amendments to this Agreement (which will then be reviewed by the signatories to this Agreement under the provisions of stipulation XI) or changes to the procedures to be followed during future components of the Project, based on lessons learned from this first construction component.
- B. For all other construction components of the Project, every three months for the duration of this Agreement and beginning three months after the execution of each construction contract for the Project, WSDOT will, after communication and coordination with the concurring parties to ascertain the need, convene a meeting of the concurring parties to evaluate the operation of the Agreement. At that time, the concurring parties may discuss whether or not the Agreement is functioning as intended and whether the Agreement needs to be amended to correct and improve its performance. WSDOT will provide the signatories to this Agreement with information on any amendments recommended by the concurring parties. The signatories will then review the recommendations concerning amendments to the Agreement under the provisions of stipulation XI.
- C. At any time during the Project, the parties to this Agreement may choose, through a simple majority vote of concurring parties who express a preference, to schedule the meetings described in this stipulation less frequently. Such a change in frequency of meetings will not require a formal amendment of this Agreement.
- D. Any concurring party to this Agreement who no longer wishes to participate in consultations under the terms of the Agreement may withdraw from participation by informing WSDOT in writing that it wishes to do so. Should a concurring party be non-responsive to requests from WSDOT related to this Agreement after a period of one year,

WSDOT may assume the concurring party no longer wishes to participate in consultations.

- E. Every three months following the execution of the first construction contract and at least 10 calendar days prior to the next scheduled concurring parties meeting, WSDOT will prepare a report on all activities carried out under the Agreement for the previous three months and distribute the report to the concurring parties.
- F. These meetings to monitor performance of the Agreement will be in addition to and separate from other meetings to be held under the terms of this Agreement.
- G. WSDOT will monitor construction to ensure compliance with the conditions of this Agreement. Should a non-compliance event occur associated with this Agreement, WSDOT will follow the agency's Environmental Compliance Assurance Procedures (see Appendix E, number 16) and will report any such event to the concurring parties prior to the next regularly scheduled meeting.

### **XIII. Duration of Agreement**

This Agreement will continue in full force and effect until FHWA grants final acceptance of the Project and all terms of this Agreement are met, unless the Project is terminated or authorization for the Project is rescinded.

Execution and implementation of this Agreement evidence that FHWA, USACE, and NOAA have taken into account the effects of the SR 520, I-5 to Medina Bridge Replacement and HOV Project on historic properties and afforded the ACHP an opportunity to comment on those effects.

**SIGNATORIES:**

Advisory Council on Historic Preservation

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

John M. Fowler, Executive Director

Federal Highway Administration

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

Daniel M. Mathis, Division Administrator

U.S. Army Corps of Engineers, Seattle District

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

Anthony O. Wright, COL, Commanding

National Oceanic and Atmospheric Administration

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

Washington State Historic Preservation Officer

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

Allyson Brooks, Ph.D.

Washington State Department of Transportation

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

Julie Meredith, P.E., SR 520 Program Director

**CONCURRING PARTIES:**

Muckleshoot Indian Tribe

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

Honorable Chairperson Virginia Cross

Snoqualmie Indian Tribe

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

Honorable Chairperson Shelley Burch

Suquamish Tribe

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

Honorable Chairman Leonard Forsman

Tulalip Tribes

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

Honorable Chairman Melvin Sheldon

City of Seattle

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

Karen Gordon, City Historic Preservation Officer

King County Historic Preservation Office

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

Julie Koler, Preservation Officer

University of Washington

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

Theresa Doherty, Assistant Vice President for Regional Affairs

Washington Trust for Historic Preservation

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

Jennifer Meisner, Executive Director

Historic Seattle

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

Kathleen Brooker, Executive Director

Historic Bridge Foundation

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

Kitty Henderson

Friends of Seattle's Olmsted Parks

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

Brooks Kolb, President

Washington Park Arboretum Foundation

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

Paige Miller

Portage Bay/Roanoke Park Community Council

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

Theodore Lane

Montlake Community Club

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

Jon H. Decker

Concerned Citizens of Montlake – SR 520

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

Lester Gray

North Capitol Hill Neighborhood Association

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

Nancy Brainard, Secretary

Eastlake Community Council

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

Chris Leman, President

Shelby-Hamlin Residents

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

Erik A. Mickels

Seattle Yacht Club

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

Kim Lorenz

Madison Park Community Council

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

Kathleen O'Connor



**Acronyms and Abbreviations Used in the  
SR 520, I-5 to Medina Bridge Replacement and HOV Project  
Section 106 Programmatic Agreement**

ABGC	Arboretum and Botanical Garden Committee
ACHP	Advisory Council on Historic Preservation
Agreement	Section 106 Programmatic Agreement for the SR 520 Project
APE	area of potential effects
Arboretum	Washington Park Arboretum
BMPs	best management practices
CCMP	community construction management plan
CFR	Code of Federal Regulations
CPTED	crime prevention through environmental design
DAHP	Washington State Department of Archaeology & Historic Preservation
Final EIS	<i>SR 520, I-5 to Medina: Bridge Replacement and HOV Project Final Environmental Impact Statement and Section 4(f) and 6(f) Evaluations</i>
FHWA	Federal Highway Administration
HABS/HAER	Historic American Buildings Survey/Historic American Engineering Record
HAER	Historic American Engineering Record
HOV	high-occupancy vehicle
I-5	Interstate 5
MOHAI	Museum of History and Industry
NHPA	National Historic Preservation Act
NOAA	National Oceanic and Atmospheric Administration
NRHP	National Register of Historic Places
Project	SR 520, I-5 to Medina: Bridge Replacement and HOV Project
SDC	Seattle Design Commission
SDOT	Seattle Department of Transportation
SHPO	State Historic Preservation Officer
SR	State Route
SYC	Seattle Yacht Club
UDP	Unanticipated Discovery Plan
USACE	United States Army Corps of Engineers
U.S.C.	United State Code (codification of the laws of the United States)
WSDOT	Washington State Department of Transportation