

1 **Programmatic Agreement**

2 among

3 **Federal Highway Administration**

4 **U.S. Army Corps of Engineers, Seattle District**

5 **National Oceanic and Atmospheric Administration**

6 **Washington State Historic Preservation Officer**

7 **Washington State Department of Transportation**

8 and

9 **The Advisory Council on Historic Preservation**

10 Implementing

11 **Section 106 of the National Historic Preservation Act**

12 for the

13 **SR 520, I-5 to Medina: Bridge Replacement and HOV Project**

14
15
16 **WHEREAS**, the Washington State Department of Transportation (WSDOT) plans to construct
17 the SR 520, I-5 to Medina Bridge Replacement and HOV Project (hereinafter “the Project”); and

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

- 19
- 20 • six lanes (two general-purpose lanes and one HOV lane in each direction);
 - 21 • new structures replacing vulnerable bridges – Governor Albert D. Rosellini (Evergreen Point), west approach, and Portage Bay;
 - 22 • interchanges at Montlake Boulevard and at I-5;
 - 23 • a new bascule bridge across the Montlake Cut;
 - 24 • a landscaped lid between Montlake Boulevard and the Lake Washington shoreline and a
25 landscaped lid between 10th Avenue East and Delmar Drive East;
 - 26 • a bicycle and pedestrian path on the I-5 overpass at East Roanoke Street; and
 - 27 • a bicycle and pedestrian path from Montlake across the SR 520 bridges to the Eastside

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

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

33 **WHEREAS**, FHWA has determined that the Project is an undertaking, as defined in 36 CFR
34 §800.16(y), and thus is subject to review under Section 106 of the National Historic Preservation
35 Act (NHPA), 16 U.S.C. §470f and its implementing regulations, 36 CFR Part 800; and

1 **WHEREAS**, WSDOT ~~has applied anticipates applying~~ for a ~~Department of the Army~~ permits
2 under Section 404 of the ~~Clean Water Act-Federal Water Pollution Control Act~~, 33 U.S.C. §1251
3 et seq., ~~and Section 10 of the 1899 Rivers and Harbors Act, 33 U.S.C. § 407~~, from the U.S. Army
4 Corps of Engineers (USACE); and

5 **WHEREAS**, USACE has determined that authorization of ~~Section 404- Department of the Army~~
6 permits ~~is-an-are~~ undertakings, as defined in 36 CFR §800.16(y), and thus ~~is~~-subject to review
7 under Section 106 of the NHPA, 16 U.S.C. §470f and its implementing regulations, 36 CFR Part
8 800; and

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

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

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

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

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

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

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

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

39 **WHEREAS**, the cultural resource studies within the APE have resulted in the identification of
40 367 properties listed in the National Register of Historic Places (NRHP) or eligible for listing
41 either individually or as contributing properties within historic districts; and

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

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

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

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

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

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

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

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

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

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

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

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

39
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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. A copy of this MOU will be provided to the Washington State Department of Archaeology and Historic Preservation.
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

1 the proposed mitigation for the effects of the Project as identified through the Section 106
2 consultation process.

3 13. As used in this Agreement, “historic preservation enhancements” may include work
4 performed outside the APE that mitigates effects on historic properties that lie wholly or
5 partially within the APE.

6 14. As used in this Agreement, “consultation” means the process of seeking, discussing, and
7 considering the views of and, where feasible, seeking agreement with the named party or
8 parties regarding matters arising from the implementation of this Agreement.

9 10 **Stipulations**

11
12 Although FHWA has delegated to WSDOT the responsibility for completing many of the
13 commitments made in this Agreement, as the lead federal agency for the Project, FHWA shall
14 ensure that the following stipulations are carried out:

15 16 **I. Evergreen Point Bridge**

17 A. WSDOT will prepare Level II Historic American Engineering Record (HAER)
18 documentation of the Evergreen Point Bridge, including photographs, reproductions of
19 selected as-built drawings, and a written history.

20 B. WSDOT will provide this documentation to DAHP and to the National Park Service
21 Historic American Buildings Survey/Historic American Engineering Record
22 (HABS/HAER) program, with copies being provided to the Museum of History and
23 Industry (MOHAI), the Seattle Yacht Club, and the Eastside Heritage Center.

24 C. WSDOT will include a summary of the documentation collected in stipulation I.A. and a
25 selection of the photos on the interpretive website proposed in stipulation VII.I.

26 **II. West Approach**

27 A. Treatment Plan for the Foster Island Traditional Cultural Property

28 1. WSDOT and FHWA will develop and implement a treatment plan to resolve adverse
29 effects of the Project on the Foster Island Traditional Cultural Property in
30 consultation with USACE, DAHP, and the affected tribes. Should any disputes arise
31 during this process that cannot be resolved through further consultation, FHWA will
32 seek advisory comments from ACHP as provided for in stipulation X. of this
33 Agreement.

34 2. The specific resolution measures in the Foster Island treatment plan will be
35 determined through consultation. These may include, but are not limited to, the
36 measures identified below. Agreed-upon measures may be carried forward through
37 one or more government-to-government agreements negotiated and executed prior to
38 initiation of Project construction on Foster Island.

39 a. Preparation of a comprehensive ethnographic report addressing the SR 520
40 corridor and environs to provide the historic context for Foster Island.

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

- 1 | C. WSDOT will consult with ABGC, affected tribes, DAHP, and other stakeholders, including
2 homeowners in surrounding areas and Friends of Seattle's Olmsted Parks, to develop a
3 landscape design, including grading and planting, within the WSDOT peninsula and
4 current ramp locations. The design may include habitat and wetland restoration and
5 enhancement projects as appropriate, and will follow the Secretary of the Interior's
6 Standards for the Treatment of Historic Properties (Appendix E, number 3) insofar as these
7 apply to designed landscapes.
- 8 | D. WSDOT will facilitate consultation between the affected tribes and ABGC and other
9 stakeholders concerning landscape planning and management of Foster Island as needed.
- 10 | E. WSDOT will use quieter concrete pavement on the west approach structure. WSDOT will
11 maintain the highway surface for safety, and will monitor the quieter concrete pavement for
12 safety every two years. WSDOT will also monitor the quieter concrete for noise
13 performance at least quarterly over a period of four years. Results of the quieter concrete
14 pavement noise monitoring throughout the corridor will be provided to concurring parties
15 to this Agreement at the meetings described in stipulation XII.
- 16 | F. WSDOT will place sound-absorptive material on the inside face of the currently planned 4-
17 foot barriers along the west approach structure.
- 18 | G. WSDOT will consult with affected property owners, DAHP, and the ABGC about design
19 and location for plantings to create visual buffers between Lake Washington Boulevard
20 East residences and the west approach structure beyond the eastern edge of the Montlake
21 lid as part of planning for the WSDOT peninsula once the SR 520 ramps are removed.

22 **III. Montlake Interchange**

23 **A. Montlake Boulevard and Lake Washington Boulevard**

- 24 | 1. WSDOT will consult with DAHP and the concurring parties to this Agreement, as
25 well as affected property owners, about the final design for changes to Lake
26 Washington Boulevard necessitated by the Project.
- 27 | 2. To the maximum extent practicable, WSDOT will ensure that changes to Lake
28 Washington Boulevard are consistent with the City of Seattle Olmsted Park Furniture
29 Standards (see Appendix E, number 34) and will follow the Secretary of the Interior's
30 Standards for the Treatment of Historic Properties (Appendix E, number 3) insofar as
31 these apply.
- 32 | 3. WSDOT will ensure that the portion of the Montlake Boulevard median to be
33 partially removed is re-established such that it retains the Olmsted plan to the
34 maximum extent practicable.
- 35 | 4. Within the area of Montlake Boulevard where WSDOT plans modifications to
36 medians, WSDOT will consult with the concurring parties to this Agreement, DAHP,
37 and other stakeholders as appropriate on design, wording, and placement of a sign
38 about the Alaska-Yukon-Pacific Exposition and the Olmsted design for this portion of
39 Montlake Boulevard. This sign will be developed as part of the process described in
40 stipulation III.C.3.
- 41 | 5. WSDOT will prepare an NRHP Multiple Property Documentation Form for Seattle's
42 Olmsted-designed parks and boulevards and prepare the associated nomination form

1 for Lake Washington Boulevard. This work will be done in consultation with DAHP,
2 Friends of Seattle's Olmsted Parks, King County, and the Washington Trust for
3 Historic Preservation.

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

27 B. Montlake Lid

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

1 principles of Lake Washington Boulevard and other Olmsted-designed boulevards in
2 Seattle to the maximum extent practicable.

- 3 4. WSDOT will provide for the use of underground wiring on the Montlake lid to the
4 maximum extent practicable.

5 **C. Historic Preservation Enhancements**

- 6 1. To facilitate future historic preservation planning efforts within the Montlake
7 community, WSDOT will complete an intensive level survey (see Appendix E,
8 number 4.5 for DAHP survey standards) of contributing and noncontributing
9 properties within the Montlake Historic District and prepare an NRHP nomination for
10 the district, consistent with DAHP and NRHP standards.
- 11 a. WSDOT will consult with DAHP and the Montlake Community Club to identify
12 appropriate opportunities for club members to participate in this effort as
13 volunteers.
- 14 b. Survey materials will be compiled and submitted in a format compatible with both
15 the DAHP and City of Seattle historic property databases.
- 16 2. Once construction of the lid is complete, WSDOT will re-establish a visual buffer on
17 or adjacent to the remaining Canal Reserve Lands south of historic properties on East
18 Hamlin Street. This buffer will be designed in consultation with the SDC and the
19 affected property owners.
- 20 3. WSDOT will consult with the concurring parties to this Agreement to develop a sign
21 plan for historic markers or signage for the Montlake Historic District. Once the sign
22 plan is approved by WSDOT, in consultation with DAHP and the City of Seattle,
23 WSDOT will fund fabrication and installation of up to five historic markers or signs
24 within the district. The information from the markers/signage may become part of the
25 project-wide educational website proposed in stipulation VII.I.
- 26 4. The MOHAI clock tower, bell, and cannon are iconic features of the Montlake
27 Historic District. If MOHAI chooses not to relocate these features elsewhere and is
28 willing to donate them to the City of Seattle, WSDOT will consult with MOHAI, the
29 appropriate offices within the City of Seattle (including Seattle Parks and Recreation),
30 and the concurring parties to this Agreement to determine whether these features can
31 be preserved and reused in East Montlake Park or elsewhere within the Montlake
32 Historic District.
- 33 5. If the clock tower, bell, and cannon remain within the historic district, WSDOT will
34 consult with the City of Seattle to identify maintenance and long-term responsibilities
35 for these items and will provide DAHP with copies of any agreements covering these
36 issues.

37 **IV. New Bascule Bridge**

38 **A. Protective Measures for Nearby Historic Properties**

- 39 1. In consultation with DAHP, the Seattle Landmarks Preservation Board, and the
40 concurring parties to this Agreement, WSDOT will ensure that safeguards are in

1 place such that, to the maximum extent practicable, the historic Montlake Bridge is
2 protected from physical damage during construction of the new bascule bridge.

- 3 2. In consultation with DAHP, the University of Washington, and any other concerned
4 concurring parties to this Agreement, WSDOT will ensure that safeguards are in
5 place to the maximum extent practicable such that vibration, excavations, and heavy
6 equipment do not affect the Canoe House or contributing properties within the
7 Montlake Historic District during construction of the new bascule bridge. No
8 construction staging or storage will occur south of the East Campus Bicycle Route in
9 the immediate vicinity of the Canoe House.
- 10 3. WSDOT will consult with nearby property owners, the Montlake Community Club,
11 the City of Seattle, and DAHP on feasible ways to provide a visual buffer between
12 Montlake Boulevard and the new bascule bridge and those historic properties that are
13 adjacent to the boulevard and bridge. Any agreed-upon measures will be implemented
14 as early as practicable in the construction process for the new bascule bridge.
- 15 4. During construction of the new bascule bridge, WSDOT will maintain access through
16 the Montlake Cut for marine traffic except for a few short periods of time when the
17 spans are being erected. During these periods (estimated at up to five total, ranging
18 from several hours to two work days), the Montlake Cut will be closed to marine
19 traffic. None of these closures will take place during the traditional Opening Day
20 events as described in stipulation VII.B.2.f.

21 B. Design of the New Bascule Bridge

- 22 1. In consultation with DAHP, SDC, the Seattle Landmarks Preservation Board, the
23 concurring parties to this Agreement, and the public, WSDOT will develop a design-
24 review process for the new bascule bridge that will ensure context-sensitive design
25 and consistency with the Secretary of the Interior's Standards for the Treatment of
26 Historic Properties (see Appendix E, number 53).
- 27 2. WSDOT will ensure that the design for the new bascule bridge is compatible with the
28 existing Montlake Bridge and neither competes with nor replicates that bridge.
- 29 3. WSDOT will secure the services of an outside design expert with the appropriate
30 experience in historic bridge design compatibility to serve as a consultant during the
31 design process.
- 32 4. WSDOT will ensure that access to the Ship Canal Waterside Trail will be maintained
33 throughout construction of the new bascule bridge. Full access to the trail will be re-
34 established once the new bascule bridge construction is completed; the nature of this
35 access will be determined as part of the bascule bridge design process.

36 C. Contributing Properties Slated for Removal

- 37 1. Although WSDOT has not evaluated the feasibility or cost of relocating the houses,
38 WSDOT will make available for purchase and relocation the two contributing houses
39 in the Montlake Historic District (2904 and 2908 Montlake Boulevard) slated for
40 removal to accommodate the new bascule bridge.

- 1 2. WSDOT will consult with concurring parties to this Agreement to make the
2 availability of these properties known through appropriate venues, and will keep the
3 concurring parties apprised of any expressions of interest.
- 4 3. Whether these properties are relocated or not, WSDOT will record them to DAHP
5 Level II standards (see Appendix E, number 4 5) and submit the records to DAHP
6 and to the Washington State Archives.
- 7 4. If no party that is willing and able to acquire and relocate these structures is identified
8 within six months of WSDOT's initial advertising of availability, WSDOT will
9 deconstruct the structures and will ensure that architectural elements such as doors,
10 windows, moldings, etc., are made available for reuse, and will make the availability
11 of these elements known through appropriate venues.
- 12 5. If the structures at 2904 and 2908 Montlake Boulevard are deconstructed (rather than
13 being relocated), WSDOT will undertake planning for and disposal of any resultant
14 hazardous materials.

15 V. Portage Bay Bridge

16 A. Bridge Design

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

1 B. Agreement on Resolving Adverse Effects on the NOAA Northwest Fisheries Science
2 Center

- 3 1. WSDOT and FHWA are in the process of negotiating an agreement with NOAA to
4 avoid damage to the historic structures or interruption of the historic research
5 functions at the Northwest Fisheries Science Center as a result of SR 520
6 construction.
- 7 2. In consultation with DAHP, WSDOT, FHWA, and NOAA intend to develop a
8 package of measures to resolve adverse effects that is mutually agreed upon at a staff
9 level, and then elevate these recommendations to policy-level managers at WSDOT
10 and NOAA for approval. The timing for approval by both agencies of a final set of
11 measures to resolve adverse effects cannot be identified with certainty, but is
12 anticipated to occur by the end of 2011.
- 13 3. WSDOT will make parking under the bridge available to NOAA employees again
14 after completion of construction, pending approval of an airspace lease.

15 C. Historic Preservation and Community Enhancements

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

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

33 A. 10th Avenue/Roanoke Street Intersection

- 34 1. WSDOT will adopt the design for the 10th Avenue/Roanoke Street intersection
35 negotiated between the Seattle Department of Transportation (SDOT) and the
36 adjacent neighborhoods, subject to continuing consultation with the neighborhoods
37 and review by DAHP.
- 38 2. This design agreement with the communities shall be in place prior to final design for
39 the Delmar Drive/10th Avenue lid.

- 1 3. WSDOT will develop any plans for the addition of medians or other traffic-calming
2 | devices to this design in consultation with SDOT, DAHP, and the adjacent
3 neighborhoods.

4 B. Delmar Drive/10th Avenue Lid Design

- 5 1. In consultation with the SDC, Seattle Landmarks Preservation Board, DAHP, and the
6 concurring parties to this Agreement, and using the services of a landscape architect,
7 WSDOT will create a landscape design plan for the Delmar Drive/10th Avenue lid.
- 8 2. This design will be compatible with the historic character of the Roanoke Park
9 Historic District and other adjacent historic properties and consistent with the
10 Secretary of the Interior's Standards for the Treatment of Historic Properties
11 (Appendix E, number 3) insofar as these are applicable.
- 12 3. This plan may include provisions for some or all of the following:
- 13 a. Design, fabrication, and installation of interpretive markers describing the
14 evolution of the Olmsted landscape and the effects of SR 520 on the landscape. If
15 adopted as part of the design plan, exhibits may note that the lid reconnects
16 communities and recovers the landscape connections that were important
17 historically within the landscape of Seattle.
- 18 b. Incorporating Olmsted characteristics, perhaps using the City of Seattle Olmsted
19 | Park Furniture Standards (Appendix E, number ~~34~~) as guidelines for items such as
20 benches or lighting, into the design of the lid and the Bagley viewpoint.
- 21 c. A context-sensitive design blending the lid into the hillslope to the south.
- 22 d. Retaining or replacing existing fences on the south side of the lid with context-
23 sensitive barriers or fences to protect the security of surrounding homes.
- 24 e. Tagging of any mature trees that will be removed, and notification to the
25 community before construction plans are finalized.
- 26 f. Incorporating mechanisms of CPTED (see Appendix E, number 2) to the
27 maximum extent practicable.
- 28 4. An earlier collaborative effort between WSDOT and the Portage Bay/Roanoke Park
29 and North Capitol Hill communities addressed lid design with the goal of retaining as
30 many of the existing trees and as much of the existing hill contour as possible. Design
31 elements from these earlier discussions will be carried forward for consideration in
32 the final design, but details such as curbside planting bed design, retention or
33 replacement of the current features of Bagley Viewpoint, and location of signage will
34 be determined through the collaborative design process.
- 35 5. WSDOT will consult with the City of Seattle on possible inclusion of the marker rock
36 and memorial bench currently located at Bagley Viewpoint in the lid design, as the
37 City owns these items.
- 38 6. WSDOT will retain as much mature vegetation as possible on all sides of the lid.
- 39 7. WSDOT will provide for the use of underground wiring on the Delmar Drive/10th
40 Avenue lid to the maximum extent practicable.

1 C. I-5 Interchange

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

19 D. Historic Preservation Enhancements

- 20 1. WSDOT will consult with the Portage Bay/Roanoke Park Community Council on a
21 sign plan for historic markers for the Roanoke Park Historic District. Once the sign
22 plan is approved by WSDOT, in consultation with DAHP and the SDC, WSDOT will
23 fund fabrication and installation of up to five historic markers or signs at the major
24 entrances to the district. WSDOT will consult with the City of Seattle and Portage
25 Bay/Roanoke Park Community Council on a process for ensuring maintenance of the
26 signs.
- 27 2. As mitigation for the multiyear visual and audible intrusions into the setting of the
28 historic properties of the North Capitol Hill community, WSDOT will assist them in
29 their future historic preservation planning efforts by recording and evaluating the
30 Billodue House at 2333 Broadway Avenue East for NRHP eligibility. Survey
31 materials will be compiled and submitted to DAHP and to the City of Seattle in
32 formats compatible with both the DAHP and City of Seattle historic property
33 databases.
- 34 3. WSDOT will preserve in place the trees along the north and south sides of SR 520
35 between I-5 and the Portage Bay Bridge to the maximum extent practicable. Trees
36 that must be removed during construction will be replaced after construction, where
37 practicable, per City of Seattle requirements (see Appendix E, number 7). There will
38 be public involvement with both the Portage Bay/Roanoke Park and North Capitol
39 Hill communities in developing the vegetation management activities (stipulation
40 VIII.C.4.c.) for this area.
- 41 4. WSDOT will comply with WSDOT standard specifications (Appendix E, number 8)
42 to mark limits of allowed disturbance in order to protect trees (including their root
43 systems out to the drip line to the maximum extent practicable) and other screening

1 vegetation identified as being retained and protected in place either inside or
2 bordering on the construction area.

- 3 5. WSDOT will revegetate the SR 520 roadside areas from I-5 to the Delmar Drive/10th
4 Avenue lid according to WSDOT standards (see Appendix E, number 9), but will
5 consult with the Portage Bay/Roanoke Park and North Capitol Hill communities to
6 identify and select plantings compatible with the historic character of the area to the
7 maximum extent practicable.

8 VII. Project-wide Measures to Resolve Adverse Effects

9 A. Treatment of Archaeological Historic Properties

- 10 1. This stipulation describes additional subsurface archaeological investigations that will
11 be carried out prior to construction for each of the construction components of the
12 Project. Through these measures, WSDOT, in consultation with USACE, DAHP,
13 affected tribes, and appropriate concurring parties to this Agreement, will identify any
14 currently unknown archaeological properties within the limits of construction,
15 evaluate their eligibility for the NRHP, resolve any adverse effects to such properties,
16 and establish a process for managing any previously unknown properties discovered
17 during Project construction.
- 18 2. Areas identified for further inventory
- 19 a. In the *Section 106 Technical Report: Volume 1 Archaeology – SR 520 Bridge*
20 *Replacement and HOV Program, I-5 to Medina: Bridge Replacement and HOV*
21 *Project*, WSDOT has identified areas within the current APE for additional
22 subsurface archaeological investigations.
- 23 b. WSDOT has identified or will identify sites for Project mitigation purposes which
24 have not been inventoried for the presence of historic properties.
- 25 c. As-yet unanticipated design modifications or Project elements may result in
26 effects to areas outside the current construction footprint. These areas may not
27 have been evaluated for the presence of historic properties.
- 28 3. Treatment plan to assess and resolve effects on archaeological properties
- 29 a. A treatment plan for historic properties not identified to date will be developed in
30 consultation with DAHP, USACE, affected tribes, and relevant local
31 governments.
- 32 b. The treatment plan shall include:
- 33 i. A process consistent with, and reflective of, Section 106 of the National
34 Historic Preservation Act to inventory historic properties, evaluate Project
35 effects to historic properties, and resolve adverse effects to historic
36 properties, involving appropriate agencies, affected tribes, and appropriate
37 consulting parties.
- 38 ii. Expectations and survey design for completing inventory of the identified
39 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:

- 1 a. Key periods during which SYC considers both water access and land access to its
2 facilities particularly crucial;
- 3 b. Ongoing coordination relative to special events such as weddings or watercraft
4 training or races being held at the SYC or on the water;
- 5 c. Provisions for water, vehicular, and pedestrian access to the SYC Main Station for
6 members and guests throughout the construction period;
- 7 d. Mechanisms for WSDOT to communicate with SYC about construction schedules
8 on Portage Bay and closures of the Montlake Cut;
- 9 e. Prohibition on the use of West Montlake Park for construction staging or other
10 construction-related activities;
- 11 f. Provisions for coordination between WSDOT and SYC ensuring that construction
12 activities in Portage Bay and the Montlake Cut will not interrupt or interfere with
13 Opening Day events (one week before the first Saturday of May and one week
14 after);
- 15 g. A moratorium on towing of pontoons through Portage Bay, the Montlake Cut, and
16 Union Bay during the Opening Day events as well as a prohibition on anchoring
17 or mooring pontoons in such a way that they would interfere with Opening Day
18 events; and
- 19 h. A commitment from WSDOT that barge activity (transport, moorage,
20 construction, etc.) will not interfere with the Opening Day events in Portage Bay.
- 21 3. WSDOT will consult with St. Demetrios Church to develop a strategy for ensuring
22 safe and convenient access to the Church grounds and facilities in the event that the
23 East Lynn Street/19th Avenue and/or Boyer Avenue potential haul routes are chosen
24 for use at any time during Project construction. This strategy will include the
25 following:
 - 26 a. A prohibition on any use of either or both of the above-referenced potential haul
27 routes during the three calendar days of the annual Greek Festival;
 - 28 b. Cessation of any construction-related activities that would limit the parking
29 available in the neighborhood in the vicinity of the Church during the three
30 calendar days of the annual Greek Festival;
 - 31 c. A requirement that the contractor provide flaggers to assist in entering and exiting
32 the St. Demetrios Church facilities through either the East Lynn Street parking lot
33 or the Boyer Avenue entrance if either street is used as a construction haul route
34 during regularly scheduled Sunday services. Flaggers will be made available
35 beginning one-half hour before and extending until one-half hour after regularly
36 scheduled Sunday services; and
 - 37 d. A process for ensuring safe and convenient access to the St. Demetrios parking lot
38 for special events, such as the annual fundraising auction, that are scheduled
39 during any period of use of either or both of the above-referenced potential haul
40 routes.

- 1 4. WSDOT will coordinate with SDOT, St. Demetrios Church, Montlake Community
2 Club, and Concerned Citizens of Montlake - 520 to initiate the studies required to
3 determine whether conditions at the intersection of 19th Avenue East and East Lynn
4 Street warrant installation of stop signs or other traffic control measures.
- 5 5. WSDOT will consult with St. Patrick's Church to ensure access to the Church
6 grounds and facilities during construction.
- 7 6. WSDOT will consult with Seward School to ensure safe access during construction
8 when school is in session.
- 9 7. Except for unavoidable brief periods for which advance notice will be provided,
10 WSDOT will maintain pedestrian access to all historic properties, to St. Patrick's
11 Church, and to local bus stops throughout the construction period.
- 12 8. WSDOT will ensure that access to the actively used portions of the Montlake
13 Playfield is maintained during construction.

14 C. Haul Routes

- 15 1. WSDOT will ensure that, to the maximum extent practicable, the construction
16 contractor utilizes the mainlines of I-5, SR 520, and I-90 for all material hauling
17 during construction.
- 18 2. Haul routes identified within Seattle are limited to city-designated arterials that are
19 defined as truck routes with the exception of the 24th Avenue East bridge.
- 20 3. WSDOT will consult with the appropriate concurring parties to this Agreement when
21 haul routes are being selected and will provide advance notification to concurring
22 parties and other stakeholders when street use permits are requested.
- 23 4. WSDOT will ensure that the roadway surfaces of the selected haul routes within the
24 APE are repaired prior to the start of construction to remove potholes, cracks, and
25 other surface damage. and WSDOT will ensure that the roadway surfaces are
26 maintained throughout the duration of the construction contract in a similar good
27 condition ~~free of potholes~~. Should a concurring party identify a concern during
28 construction about a repair or maintenance needed on one of the selected haul routes,
29 WSDOT will coordinate the repair through the CCMP to ensure that the repair or
30 maintenance concern is addressed within 72 hours of notification.
- 31 5. WSDOT will consult with the appropriate concurring parties to this Agreement as
32 part of WSDOT's efforts to identify historic properties along selected haul routes
33 within the APE that are potentially vulnerable to vibration.
 - 34 a. WSDOT will perform a condition assessment on potentially vulnerable properties
35 prior to use of the haul route and again when use of that route is completed.
 - 36 b. If damage is identified by the owner of a potentially vulnerable property during
37 construction, the property owner shall notify WSDOT using the 24/7 Project
38 contact phone number described in stipulation VIII.D. WSDOT will respond
39 within 72 hours. If WSDOT determines that Project hauling activities are
40 resulting in structural or architectural damage to historic properties, WSDOT will

1 direct the contractor to stop use of that route until appropriate safeguards can be
2 put in place.

- 3 c. If any structural or architectural damage to historic properties occurs during a
4 period when the route is being used for hauling, WSDOT will consult with
5 property owners to assess the cause of the damage and will identify and provide
6 for any necessary repairs, consistent with the Secretary of the Interior's Standards
7 for the Treatment of Historic Properties (see Appendix E, number 53). WSDOT
8 will offer DAHP the opportunity to review and comment on the consistency of
9 any repairs with the Standards.

10 6. WSDOT will develop measures to protect traffic circles and planters from
11 construction/hauling traffic and will restore islands and planters to their pre-
12 construction condition when use of the route has been completed, should any
13 modifications be necessary or should any inadvertent damage occur as a result of
14 construction hauling.

15 7. WSDOT will ensure that any curbs damaged during construction or materials hauling
16 are repaired when use of the route has been completed.

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

18 1. As part of construction management planning, WSDOT will consult with the adjacent
19 property owners to evaluate and install possible sound-buffering mechanisms
20 between adjacent historic properties and Project construction staging areas.

21 2. Within Seattle, only streets designated as arterials by the City are identified as routes
22 for moving materials into and out of construction staging areas with the exception of
23 the 24th Avenue East bridge.

24 3. To the maximum extent practicable, WSDOT will locate construction sheds,
25 barricades, and material storage away from historic properties, and avoid obscuring
26 views of and from historic properties.

27 4. To the maximum extent practicable, WSDOT will install temporary construction
28 screens/barriers (fencing, plantings, etc.) around construction areas so that visual
29 impacts of construction activities on historic properties are minimized. Location and
30 type of screens/barriers will be determined in consultation with the concurring parties
31 and adjacent property owners.

32 5. To the maximum extent practicable, WSDOT will avoid placement of temporary
33 work bridges and other short-term construction features where they would require
34 permanent removal of or would damage mature trees.

35 6. WSDOT will consult with adjacent property owners and concurring parties to this
36 Agreement, as part of the urban design process, to restore staging areas as
37 appropriate, once construction is finished.

38 7. WSDOT will ensure that Project effects do not prevent East Montlake Park from
39 operating as a viable recreational facility during and after construction. Although
40 portions of the park will be closed during Project construction, the areas of the park
41 not closed to the public during construction will continue to provide access to Lake
42 Washington and the Montlake Cut.

1 E. Noise Management

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

15 F. Lighting and Glare Management

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

23 G. Vibration Monitoring and Management

- 24 1. WSDOT has engaged the services of a vibration expert to evaluate the Project
25 corridor, including any potential haul routes along city arterial streets, and to identify
26 areas where impacts to historic properties within the APE may occur as a result of
27 vibration. The report describing the results of this evaluation will be made available
28 to concurring parties to this Agreement once it has been completed.
- 29 2. Areas under study include historic properties within the APE as identified in the
30 *Section 106 Technical Report, SR 520 Bridge Replacement and HOV Program, I-5 to*
31 *Medina: Bridge Replacement and HOV Project* for the Project.
- 32 3. Hillslopes and other areas that are potentially vulnerable to vibration from Project
33 operation will also be identified through this effort.
- 34 4. WSDOT will avoid or minimize vibration impacts from construction and construction
35 hauling on historic properties by implementing best management practices (BMPs)
36 for vibration, which are currently being developed by this expert. WSDOT will offer
37 DAHP the opportunity to review and comment on these BMPs as they relate to
38 potential effects on historic properties.
- 39 5. WSDOT will require construction contractors to submit a vibration monitoring plan
40 that identifies how construction activities will be carried out in such a way as to

1 ensure that vibrations do not reach a level that causes architectural or structural
2 damage to historic properties. This plan will be an element included in the CCMP.

- 3 6. WSDOT will consult with the appropriate concurring parties to this Agreement as
4 part of WSDOT's efforts to identify historic properties adjacent to work zones within
5 the APE that are potentially vulnerable to vibration.
- 6 a. WSDOT will perform a condition assessment on potentially vulnerable properties
7 prior to construction and again when construction has been completed.
- 8 b. If damage is identified by the owner of a potentially vulnerable property during
9 construction, the property owner shall notify WSDOT using the 24/7 Project
10 contact phone number described in stipulation VIII.D. WSDOT will respond
11 within 72 hours. If WSDOT determines that Project construction activities are
12 resulting in structural or architectural damage to historic properties, WSDOT will
13 direct the contractor to stop working on that construction activity until appropriate
14 safeguards can be put in place.
- 15 c. If any structural or architectural damage to historic properties occurs as a result of
16 Project construction, WSDOT will consult with property owners to assess the
17 cause of the damage and will identify and provide for any necessary repairs,
18 consistent with the Secretary of the Interior's Standards for the Treatment of
19 Historic Properties (see Appendix E, number 53). WSDOT will offer DAHP the
20 opportunity to review and comment on the consistency of any repairs with the
21 Standards.

22 H. Landscaping

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

32 I. Historic Preservation Enhancement

- 33 1. WSDOT will develop content for, create, and host an interpretive website on the
34 history of the Project area.
- 35 a. Topics to be presented on the site might include:
- 36 i. Information on the historic properties within the APE; the Olmsted plan and
37 the Alaska-Yukon-Pacific Exposition; and summarized findings of the
38 archaeological investigations.
- 39 ii. A redacted, non-confidential report on the ethnography of the Project area and
40 Lake Washington.

1 iii. Information about the historic districts and other historic properties of the
2 Project area.

3 b. The content of this interpretive site will be structured to appeal to the general
4 public and to be useful for educational purposes (e.g., it may include interactive
5 components and activities suitable for K-12 students and educators). By means
6 of keyword indexing, solicited links from other sites, and similar techniques,
7 WSDOT will ensure that this material is readily found by educators and students
8 using search engines.

9 c. Interested concurring parties to this Agreement will be offered the opportunity to
10 review and comment on content for the website as it is developed.

11 d. WSDOT will continue to host the website throughout the Project construction
12 period. Once Project construction is completed, the website will be archived at
13 the Washington State Digital Archives; appropriate content from the website
14 will be made available to interested historical and educational organizations;
15 (including MOHAI and SYC); for use on other websites; and printed, archivally
16 stable versions of the website will be offered to appropriate community archives.

17 2. WSDOT will offer DAHP the opportunity to review and comment on the content of
18 any historical materials developed for public outreach as part of this Agreement,
19 including website content and text for historical markers or signage.

20 **VIII. Community Construction Management Plan**

21 A. In consultation with the concurring parties to this Agreement and others potentially
22 affected by Project construction, and prior to the beginning of construction, WSDOT will
23 develop and implement a CCMP. WSDOT will consult with DAHP about the CCMP
24 insofar as the provisions of the plan may pertain to effects on historic properties.

25 B. WSDOT will provide an ongoing opportunity for the concurring parties to this Agreement
26 and other affected parties to have input into construction management practices that can
27 help to avoid, minimize, or mitigate the effects of construction activities on historic
28 properties through meetings described in stipulation VIII.E.3.

29 C. The CCMP (see Appendix G for outline) will comprise the following parts:

30 1. WSDOT will address specific construction effects on historic properties within the
31 APE that have been identified through the Section 106 process by implementing
32 stipulations I through VII of this Agreement (see Appendix F for the implementation
33 schedule matrix for the construction-related stipulations).

34 2. Through standard BMPs and WSDOT standard specifications and special provisions,
35 WSDOT will take general precautions to protect historic properties from excessive
36 noise, vibration, excavation, emissions, fugitive dust, lighting, glare, and traffic
37 impacts (see Appendix E, numbers 8, 14, and 15 for links to the WSDOT *Standard*
38 *Specifications Construction Manual, Environmental Procedures Manual* and “No idle
39 and fuel conservation policy”).

- 1 3. WSDOT will implement environmental commitments related to historic properties
2 made in compliance with other regulatory processes (e.g., the National Environmental
3 Policy Act).
- 4 4. WSDOT will address general community impacts from construction activities,
5 including:
 - 6 a. Access by emergency service providers to homes and businesses.
 - 7 b. Maintenance of basic services (water, gas, electric, internet, etc.) and timely
8 response in case of accidental interruptions of service as a result of construction
9 activities.
 - 10 c. Vegetation management including provisions for:
 - 11 i. Protecting trees and other screening vegetation adjacent to construction
12 work areas from construction impacts;
 - 13 ii. Replacing removed trees following City of Seattle street tree standards
14 (see Appendix E, number 7); and
 - 15 iii. WSDOT monitoring of contractor adherence to i and ii above.
 - 16 d. Temporary erosion and sediment control measures to be implemented throughout
17 the construction period.
 - 18 e. Traffic management measures during construction to keep traffic flowing, limit
19 detour routes through residential areas, and ensure access for residents, etc.

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

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

1 E. Process to develop the CCMP:

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

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

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

33 **X. Dispute Resolution**

- 34 A. All signatories to this Agreement shall strive to address and resolve disagreements
35 concerning the implementation of this Agreement informally.
- 36 B. In the event that informal resolution cannot be achieved, any signatory to this Agreement
37 may object in writing to FHWA or WSDOT regarding any action carried out or proposed
38 with respect to implementation of this Agreement. The agency receiving the objection
39 shall, within 10 working days, initiate consultation with the objecting party to resolve the
40 objection.

- 1 C. If after initiating such consultation FHWA or WSDOT determines that the objection
2 cannot be resolved through consultation, FHWA shall forward all documentation relevant
3 to the objection to ACHP, including the agency's proposed response to the objection.
- 4 D. Within 30 calendar days after receipt of all pertinent documentation, ACHP shall exercise
5 one of the following options:
- 6 1. Advise FHWA that ACHP concurs with FHWA's proposed response to the objection,
7 whereupon FHWA will respond to the objection accordingly;
- 8 2. Provide FHWA with recommendations, which FHWA shall take into account in
9 reaching a final decision regarding its response to the objection; or
- 10 3. Notify FHWA that the objection will be referred for comment pursuant to 36 CFR
11 §800.7(a)(4), and proceed to refer the objection and comment. FHWA shall take the
12 resulting comment into account in accordance with 36 CFR §800.7(c)(4), with
13 reference only to the subject of the dispute; FHWA's responsibility to ensure that all
14 actions under this Agreement that are not the subjects of the dispute are carried out
15 will remain unchanged.
- 16 E. Should a concurring party to this Agreement object in writing to FHWA regarding the
17 implementation of this Agreement, FHWA shall consult with the objecting party and with
18 WSDOT to determine how the objection should be resolved.

19 **XI. Amendment and Termination**

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

35 **XII. Monitoring of Performance**

- 36 A. For the Evergreen Point Bridge component of the Project, WSDOT will hold a meeting
37 with any interested concurring parties to this Agreement every six months, beginning six
38 months after execution of the construction contract, to review performance under the
39 terms of this Agreement. The concurring parties may propose amendments to this
40 Agreement (which will then be reviewed by the signatories to this Agreement under the
41 provisions of stipulation XI) or changes to the procedures to be followed during future

1 components of the Project, based on lessons learned from this first construction
2 component.

3 B. For all other construction components of the Project, every three months for the duration
4 of this Agreement and beginning three months after the execution of each construction
5 contract for the Project, WSDOT will, after communication and coordination with the
6 concurring parties to ascertain the need, convene a meeting of the concurring parties to
7 evaluate the operation of the Agreement. At that time, the concurring parties may discuss
8 whether or not the Agreement is functioning as intended and whether the Agreement
9 needs to be amended to correct and improve its performance. WSDOT will provide the
10 signatories to this Agreement with information on any amendments recommended by the
11 concurring parties. The signatories will then review the recommendations concerning
12 amendments to the Agreement under the provisions of stipulation XI.

13 C. At any time during the Project, the parties to this Agreement may choose, through a
14 simple majority vote of concurring parties who express a preference, to schedule the
15 meetings described in this stipulation less frequently. Such a change in frequency of
16 meetings will not require a formal amendment of this Agreement.

17 D. Any concurring party to this Agreement who no longer wishes to participate in
18 consultations under the terms of the Agreement may withdraw from participation by
19 informing WSDOT in writing that it wishes to do so. Should a concurring party be non-
20 responsive to requests from WSDOT related to this Agreement after a period of one year,
21 WSDOT may assume the concurring party no longer wishes to participate in
22 consultations.

23 E. Every three months following the execution of the first construction contract and at least
24 10 calendar days prior to the next scheduled concurring parties meeting, WSDOT will
25 prepare a report on all activities carried out under the Agreement for the previous three
26 months and distribute the report to the concurring parties.

27 F. These meetings to monitor performance of the Agreement will be in addition to and
28 separate from other meetings to be held under the terms of this Agreement.

29 G. WSDOT will monitor construction to ensure compliance with the conditions of this
30 Agreement. Should a non-compliance event occur associated with this Agreement,
31 WSDOT will follow the agency's Environmental Compliance Assurance Procedures (see
32 Appendix E, number 16) and will report any such event to the concurring parties prior to
33 the next regularly scheduled meeting.

34 **XIII. Duration of Agreement**

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

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40 Execution and implementation of this Agreement evidence that FHWA, USACE, and NOAA
41 have taken into account the effects of the SR 520, I-5 to Medina Bridge Replacement and HOV

1 Project on historic properties and afforded the ACHP an opportunity to comment on those
2 effects.
3

1 **SIGNATORIES:**

2
3 Advisory Council on Historic Preservation

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5
6 By: _____ Date: _____

7
8 John M. Fowler, Executive Director

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10 Federal Highway Administration

11
12
13 By: _____ Date: _____

14
15 Daniel M. Mathis, Division Administrator

16
17 U.S. Army Corps of Engineers, Seattle District

18
19
20 By: _____ Date: _____

21
22 Anthony O. Wright, COL, Commanding

23
24 National Oceanic and Atmospheric Administration, Northwest Fisheries Science Center

25
26
27 By: _____ Date: _____

28
29 John Stein, Acting Science and Research Director

30
31 Washington State Historic Preservation Officer

32
33
34 By: _____ Date: _____

35
36 Allyson Brooks, Ph.D.

37
38 Washington State Department of Transportation

39
40
41 By: _____ Date: _____

42
43 Julie Meredith, P.E., SR 520 Program Director

1 **CONCURRING PARTIES:**

2
3 Muckleshoot Indian Tribe

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6 By: _____ Date: _____

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8 Honorable Chairperson Virginia Cross

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Snoqualmie Indian Tribe
By: _____ Date: _____
Honorable Chairperson Shelley Burch

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Suquamish Tribe
By: _____ Date: _____
Honorable Chairman Leonard Forsman

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Tulalip Tribes
By: _____ Date: _____
Honorable Chairman Melvin Sheldon

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City of Seattle
By: _____ Date: _____
Karen Gordon, City Historic Preservation Officer

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King County Historic Preservation Office

By: _____ Date: _____

Julie Koler, Preservation Officer

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University of Washington

By: _____ Date: _____

Theresa Doherty, Assistant Vice President for Regional Affairs

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Washington Trust for Historic Preservation

By: _____ Date: _____

Jennifer Meisner, Executive Director

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Historic Seattle

By: _____ Date: _____

Kathleen Brooker, Executive Director

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Historic Bridge Foundation
By: _____ Date: _____
Kitty Henderson

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Friends of Seattle's Olmsted Parks
By: _____ Date: _____
Brooks Kolb, President

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Washington Park Arboretum Foundation

By: _____ Date: _____

Paige Miller

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Portage Bay/Roanoke Park Community Council
By: _____ Date: _____
Theodore Lane

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Montlake Community Club
By: _____ Date: _____
Jon H. Decker

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Concerned Citizens of Montlake – SR 520

By: _____ Date: _____

Lester Gray

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North Capitol Hill Neighborhood Association

By: _____ Date: _____

Nancy Brainard, Secretary

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Eastlake Community Council
By: _____ Date: _____
Chris Leman, President

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Shelby-Hamlin Residents

By: _____ Date: _____

Erik A. Mickels

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Seattle Yacht Club
By: _____ Date: _____
Kim Lorenz

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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 States Code (codification of the laws of the United States)
WSDOT	Washington State Department of Transportation